

The Corporation of the Municipality of St.-Charles AGENDA Regular Meeting of Council

October 16, 2024, 6:00 p.m. Council Chambers (Municipal Office) 2 King Street East St.-Charles, Ontario P0M 2W0

YouTube Link to Watch Live www.youtube.com/@StCharlesCouncil

#### 1. MEETING CALLED TO ORDER & ROLL CALL

1.1 Resolution to open the meeting

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.- Charles hereby opens the Regular Meeting of Council at 6:00 p.m. on October 16, 2024.

1.2 Indigenous Land Acknowledgement

#### 2. ADOPTION OF AGENDA

2.1 Resolution to adopt the agenda

Recommended Resolution BE IT RESOLVED THAT the agenda for the Regular Meeting of Council held October 16, 2024 be adopted as presented.

#### 3. DISCLOSURES OF PECUNIARY INTEREST

#### 4. PRESENTATIONS AND DELEGATIONS

- 4.1 St.-Charles Lions Club Establishment and Inauguration Presented by: Angie Whitty
   4.2 Segal Construction - Municipal Housing Development Presented by: Daniel Segal
   ANNOUNCEMENTS AND INQUIRIES BY MEMBERS OF THE GENERAL PUBLIC AND BY COUNCIL
- 6. NOTICE OF MOTIONS

5.

- 7. ADOPTION OF MINUTES
  - 7.1 Resolution to adopt the minutes of meetings Recommended Resolution

Pages

17

BE IT RESOLVED THAT the minutes of the following meetings of Council be adopted as presented:

- Regular Meeting of Council of February 15, 2023;
- Committee of the Whole Meeting of March 1, 2023;
- Regular Meeting of Council of March 15, 2023; and,
- Committee of the Whole Meeting of October 2, 2024.

#### 8. CORRESPONDENCE FOR INFORMATION

8.1 Resolution to receive correspondence for information

#### Recommended Resolution

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles receives the following correspondence for information:

- 1. Email from McGarry dated September 11, 2024, regarding Resolution of Support from the Township of Larder Lake;
- 2. Copy of letter from Amaranth dated September 18, 2024, regarding Provincial Updates to the Municipal Elections Act;
- 3. Email from Hilliard dated September 19, 2024, regarding Resolution of Support for the Municipality of Tweed;
- 4. Copy of letter from Bradford West Gwillimbury dated September 20, 2024, regarding Ontario Deposit Return Program;
- 5. Letter from Ministry of Agriculture, Food and Agribusiness dated September 24, 2024;
- 6. Email from East Ferris dated September 25, 2024, regarding Resolution Combined ROMA / AMO Annual Conference;
- 7. Copy of letter from Tay Valley dated September 25, 2024, regarding Public Sector Salary Disclosure;
- 8. Letter from Ministry of Natural Resources dated September 26, 2024, regarding New Government Funding for Ontario Imagery;
- 9. Copy of letter from Cobourg dated September 27, 2024;
- 10. Letter from Ministry of Agriculture, Food and Agribusiness dated September 27, 2024;
- 11. Copy of letter from Parry Sound dated October 2, 2024;
- 12. Copy of letter from Cobourg dated October 4, 2024, regarding Motion from Mayor Lucas Cleveland regarding Support of Involuntary Care for Individuals with Severe Mental Health and Addictions Issues;
- 13. Copy of letter from Springwater dated October 4, 2024;
- 14. Copy of letter from Clearview dated October 8, 2024, regarding Support Resolution Updates to the Municipal Elections Act;
- 15. Letter from St. Joseph dated October 8, 2024, regarding

Recommendations for Government Regulation of Nicotine Pouches; and,

 Email from Ontario Big City Mayors Caucus dated October 10, 2024, regarding Support for Ontario's Big City Mayors (OBCM) Solve the Crisis Campaign;

and directs staff to:

- draft a report on items:
- draft a Resolution in support on items:
- respond with a letter on items:
- include on the next Committee of the Whole items:
- 8.2 Resolution Stemming from July 17, 2024 Regular Meeting of Council -Item 7.0 - Correspondence #5

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution No. 2024-125 passed by the Corporation of the Town of Cobalt, regarding a PS3280 accounting standard covering asset retirement obligations;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Minister of Municipal Affairs and Housing, Paul Calandra; the Association of Municipalities of Ontario (AMO); the Federation of Ontario Municipalities (FONOM); and all Ontario Municipalities.

8.3 Resolution Stemming from July 17, 2024 Regular Meeting of Council -Item 7.1 - Correspondence #6

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution dated June 27, 2024 passed by the Town of Petrolia supporting the Resolution dated May 13, 2024 passed by the City of Belleville, regarding family doctors;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier Doug Ford; Minister of Health, Sylvia Jones; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

8.4 Resolution Stemming from July 17, 2024 Regular Meeting of Council -Item 7.1 - Correspondence #7

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the Resolution dated June 24, 2024 passed by the City of St. Catharines, regarding the Green Roads Pilot Project;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Association of Municipalities of Ontario (AMO); and all Ontario Municipalities.

8.5 Resolution Stemming from July 17, 2024 Regular Meeting of Council -

#### Item 7.1 - Correspondence #22

#### Recommended Resolution

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution 207-2024 passed by the Township of Terrace Bay, regarding sustainable funding for OPP in small rural municipalities;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier Doug Ford; the Solicitor General of Ontario, Michael Kerzner; the Minister of Finance, Peter Bethlenfalvy; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

8.6 Resolution Stemming from August 14, 2024 Regular Meeting of Council -Item 7.1 - Correspondence #10

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution #RC24168 passed by the Municipality of Wawa, regarding Immediate Action Needed to Support Ontario's Forest Sector;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier Doug Ford; the Minister of Natural Resources and Forestry, Graydon Smith; the Minister of Northern Development, Greg Rickford; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

8.7 Resolution Stemming from August 14, 2024 Regular Meeting of Council -Item 7.1 - Correspondence #19

#### Recommended Resolution

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution #2024-08-07-10 passed by the Township of Brudenell, Lyndoch & Raglan, urging the Government to promptly resume the assessment cycle;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier Doug Ford; the Minister of Municipal Affairs and Housing, Paul Calandra; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

8.8 Resolution Stemming from September 18, 2024 Regular Meeting of Council - Item 7.1 - Correspondence #11

#### Recommended Resolution

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Motion No. 24-366 passed by the City of Quinte West, regarding the Canada Community-Building Fund;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Prime Minister, Justin Trudeau; the Minister of Finance, Chrystia Freeland; the Minister of Housing, Infrastructure and Communities, Sean Fraser; the Association of Municipalities of Ontario (AMO); our local Member of Parliament (MP); and all Ontario Municipalities.

8.9 Resolution Stemming from September 18, 2024 Regular Meeting of Council - Item 7.1 - Correspondence #17

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution 2024-EM1-2 passed by the Township of Nairn and Hyman and the Township of Baldwin, regarding concerns with the transport and deposition of Naturally Occurring Radioactive Material (NORM) at the Agnew Lake Tailings Management Area;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier of Ontario, Doug Ford; the Minister of Mines, George Pirie; the Minister of Transportation, Prabmeet Sarkaria; the Minister of the Environment, Conservation and Parks, Andrea Khanjin; the Association of Municipalities of Ontario (AMO); our local Member of Provincial Parliament (MPP); and all Ontario Municipalities.

#### 9. STANDING COMMITTEE RECOMMENDATIONS / REPORTS - MOTIONS

- 9.1 ENVIRONMENTAL SERVICES COMMITTEE Chair Councillor Joshua Lachance / Co-Chair Councillor Mathieu Pothier
  - 9.1.1 Resolution Stemming from October 2, 2024 Committee of the Whole Meeting Item 6.1.1 Landfill Design and Operations Consulting Proposal

#### **Recommended Resolution**

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles authorizes Pinchin Ltd. to provide Waste Management Strategies and Design for the St.-Charles Landfill Site at a cost of \$8,510.00 plus H.S.T.

9.1.2Report to Council - Q3 2024 - Environmental Services110DepartmentPrepared by: Michelle Clark, Director of Operations

#### 9.2 FINANCE COMMITTEE

Chair Councillor Julie Laframboise / Council

9.2.1 Resolution to receive the Cash Disbursement Register for the 112 month of September, 2024

Recommended Resolution BE IT RESOLVED THAT the Cash Disbursement Register of the month of September, 2024 be received in the amount of:

• \$235,593.19.

9.2.2	Report to Council - 2025 OPP Fees Prepared by: Pamela McCracken, Treasurer	124
9.2.3	Report to Council - Pumper Truck Financing	137

Prepared by: Pamela McCracken, Treasurer

151 9.3.1 Report to Council - Enbridge - Request for Support Prepared by: Denis Turcot, CAO **Recommended Resolution** BE IT RESOLVED THAT Council for the Corporation of Municipality of St.-Charles wishes to formally express its support for the natural gas expansion project to the community of St.-Charles, Ontario; AND BE IT FURTHER RESOLVED THAT the Mayor is authorized to send a letter on behalf of the Municipality in support of the natural gas expansion project. 153 9.3.2 Report to Council - Save On Energy Grant - Lighting Retrofit Prepared by: Denis Turcot, CAO **Recommended Resolution** BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles approves the amount of \$3,203.55 to upgrade the lights at the Wellness Center and Community Center; AND BE IT FURTHER RESOLVED THAT if there is insufficient funds remaining in the operating budget for the lighting upgrades, that the funds be taken from the Contingency Reserve. 203 9.3.3 Report to Council - Request from Connect 55+ Connect re: **Community Centre** Prepared by: Denis Turcot, CAO 206 9.3.4 Report to Council - Integrity Commissioner Services - Extension Agreement Prepared by: Tammy Godden, Clerk 9.4 PARKS & RECREATION SERVICES COMMITTEE Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance 221 Report to Council - Ontario Sport Recreation Grant 9.4.1 Prepared by: Denis Turcot, CAO 9.5 PLANNING & DEVELOPMENT COMMITTEE Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier 223 9.5.1 Report to Council - Q3 2024 - SEBBS Building Department Prepared by: Andrea Tarini, Director of SEBBS, CBO 9.6 **PROTECTION TO PERSONS & PROPERTY COMMITTEE** Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance 227 9.6.1 Report to Council - Hiring a New Municipal Law Enforcement Officer (MLEO)

9.3

GENERAL GOVERNMENT COMMITTEE Chair Mayor Paul Branconnier / Council Prepared by: Andrea Tarini, Director of SEBBS, CBO

- 9.6.2 Report to Council Q3 2024 SEBBS By-Law Services Department Prepared by: Kevin Benvenuti, MLEO, Manager of By-Law Services
- 9.6.3 Report to Council Agreement with OPP for 911 Services Prepared by: Denis Turcot, CAO

#### 9.7 TRANSPORTATION SERVICES COMMITTEE Chair Councillor Julie Laframboise / Co-Chair Councillor Monica Loftus

9.7.1 Resolution Stemming from October 2, 2024 Committee of the Whole - Item 6.5.1 - Work Order / Fleet Operations Software

Recommended Resolution WHEREAS the 2024 Municipal Budget was adopted by Council on June 19, 2024 by Resolution No. 2024-274;

AND WHEREAS as part of the 2024 Municipal Budget, funds were allocated for the purchase of Maintenance Manager Software;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles approves that the \$20,000.00 for the purchase of Maintenance Manager Software be reallocated for the purchase of Fleet Operations Software.

9.7.2 Resolution Stemming from October 2, 2024 Committee of the Whole - Item 6.5.2 - Streetlight Policy

**Recommended Resolution** 

WHEREAS Council for the Corporation of the Municipality of St.-Charles has read the proposed Streetlight Policy;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adopts Policy SER-004 Streetlight Policy, as attached.

9.7.3 Report to Council - Q3 2024 - Public Works / Transportation Services Department Prepared by: Michelle Clark, Director of Operations

#### 10. BY-LAWS

10.1 First and second reading

Recommended Resolution

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.- Charles hereby gives first and second reading to the following By-Laws:

- By-Law 2024-41 Being a By-Law to Appoint a Municipal Law Enforcement Officer as Authorized under the Police Services Act and a Property Standards Officer for the Corporation of the Municipality of St.-Charles;
- By-Law 2024-42 Being a By-Law to Enter into a Lease Page 7 of 312

255

258

230

Agreement with Health Sciences North;

- By-Law 2024-43 Being a By-Law to Enter into an Agreement for the Provision of Primary Public Safety Answering Point (PSAP) Services with His Majesty the King in Right of Ontario as Represented by the Minister of the Solicitor General on Behalf of the Ontario Provincial Police;
- By-Law 2024-44 Being a By-Law to Enter into an Amending Agreement - Integrity Commissioner Services with Cunningham Swan Carty Little & Bonham LLP; and,
- By-Law 2024-45 Being a By-Law to Enter into an Agreement with Karen Jones Consulting Inc.
- 10.2 Third and final reading

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-41.

10.3 Third and final reading

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-42.

10.4 Third and final reading

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-43.

10.5 Third and final reading

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-44.

10.6 Third and final reading

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-45.

- 11. ADDENDUM (If required and by Resolution)
- 12. CLOSED SESSION
  - 12.1 Disclosure of Pecuniary Interest
- 13. RECONVENE TO OPEN SESSION
- 14. ADJOURNMENT
  - 14.1 Confirmation By-Law First and second reading

**Recommended Resolution** 

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.- Charles hereby gives first and second reading to the following By-Law:

- By-Law 2024-46 Being a By-Law to Confirm the Proceedings of Council at its Special Meeting of Council held September 26th, 2024; at its Committee of the Whole Meeting held October 2nd, 2024; at its Special Meeting of Council held October 16th, 2024; and, at it Regular Meeting of Council held October 16th, 2024.
- 14.2 Confirmation By-Law Third and final reading

#### Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2024-46.

14.3 Resolution to adjourn the meeting

Recommended Resolution BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Regular Meeting of Council at \*\*\*\*\*\* on October 16th, 2024.



The Corporation of the Municipality of / La Corporation de la Municipalité de St. – Charles 2 King Street East, St.-Charles, ON, POM 2W0 705-867-2032

#### **COUNCIL DELEGATION REQUEST**

Name:	Angie Whitty					
Address:	717 Turcot Road, StCharles, ON, POM 2W0					
Phone:(705) 507-7073			angieprevost73@gmail.com Email:			
Preferred Method of Contact: Phone 🗵		Phone 🛛	Email 🗆			
Date of Council Meeting for which you are making a request to appear (must be made at least the						

Wednesday prior to the meeting by 12:00 p.m.): October 16, 2024

#### **TOPIC OF DISCUSSION:**

(Pursuant to Procedure By-Law - A maximum of one (1) topic, clearly identified and accompanied by all pertinent information. A maximum of ten (10) minutes speaking time will be allocated.)

Announce that their will be the creation of a St-Charles Lions Club on November the 9th, 2024.

Request that council delay allocation of the transportation van until such a time that the Club is

established and has had their first meeting and made an official request for the van.

Angie Whity Signature of Requestor

<u>2024-10-08</u> Date

FOR OFFICE USE ONLY:		
Received by:	Received (date & time);	Meeting Date Assigned:
Tammy Godden	Oct 8/24 - 9:38 am	October 16, 2024

2021-01

# St-Charles Lions Club Inauguration : November 9, 2024

Page 12 of 312

## What is the Lions Club? (WE SERVE)

- A global network of volunteers dedicated to serving their communities.
- Some of the Focuses are
  - Health (Cancer, Eyesight, Hearing and Diabetes)
  - Education of youth
  - Environmental Issues
  - Humanitarian efforts (Hunger and Disaster relief)





The Lions are Local clubs Page 13 of 312

As well as a worldwide Organization

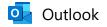
## Community Service Impact

- The Lions Club are renowned for raising funds to help run community programs that improve wellbeing of young and old.
- One of the potential projects that the Lions could undertake would be the transportation van that is a service used by many to make their way to appointments.
- We would appreciate if allocation of the van could be delayed until our club is officially started.



## **St-Charles Lions Club**

- There will be an inauguration of the St-Charles Lions Club on November 9<sup>th</sup>, 2024.
- We warmly invite the Council to join us for the special occasion of our Club's chartering ceremony by the Calander Lions Club. Your presence would make this day even more meaningful.



#### Municipality of St.-Charles Council Delegation Request from Daniel Segal

From Municipality of St.-Charles <wordpress@stcharlesontario.ca>

Date Tue 2024-10-08 10:31 AM

To Tammy Godden <clerk@stcharlesontario.ca>



## **COUNCIL DELEGATION REQUEST**

Name: Daniel Segal

Phone: 647-773-7946

Address: 46 West Lynn Ave, Toronto, Canada M4C 3W1

Preferred Method of Contact: Email

Council Meeting: 2024-10-16

### **TOPIC OF DISCUSSION**

Municipal Housing Development



### The Corporation of the Municipality of St.-Charles MINUTES Regular Meeting of Council

February 15, 2023 at 6:00 PM Council Chambers (Municipal Office) St.-Charles, Ontario

MEMBERS PRESENT:	Mayor: Councillor: Councillor: Councillor: Councillor:	Paul Branconnier Julie Laframboise Monica Loftus Mathieu Pothier Joshua Lachance
STAFF PRESENT:	Chief Administrative Officer: Clerk: Director of Finance / Treasurer:	Denis Turcot Tammy Godden Pamela McCracken
PUBLIC PRESENT:	2	

#### 1.0 MEETING CALLED TO ORDER & ROLL CALL

#### 1.1 Resolution to open the meeting

#### 2023-23

Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Regular Meeting of Council at 6:00 p.m. on February 15, 2023. Carried

#### 1.2 Indigenous Land Acknowledgment

Mayor Branconnier delivered the prepared Indigenous Land Acknowledgement.

#### 2.0 ADOPTION OF AGENDA

#### 2.1 Resolution to adopt the agenda

#### 2023-25 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT the agenda for the Regular Meeting of Council held February 15, 2023 be adopted as presented.

Carried

#### 3.0 DISCLOSURES OF PECUNIARY INTEREST

None declared.

#### 4.0 PRESENTATIONS AND DELEGATIONS

Nil.

#### 5.0 ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE GENERAL PUBLIC

5.1 Suzanne Lafleur – Re: Item 9.1.1 – Letter from Cunningham Swan dated December 20, 2022, Regarding Complaint Pursuant to the Code of Conduct – Councillor Monica Loftus and Re: Item 10.3.2 – Resolution Stemming from January 18, 2023 Regular Meeting of Council – Item 10.3.4 Integrity Commissioner – Code of Conduct Complaint

Ms. Lafleur advised that Council has now set precedent that it is okay for a member of Council to break the Code of Conduct, in that the Integrity Commissioner found that the member breached Section 6.5.3 once and 6.5.5 twice. Ms. Lafleur asked how ratepayers can be confident that Council will hold individual Council members accountable for wrongdoings in the future when it has disregarded the recommendations of the Integrity Commissioner.

#### 5.2 Councillor Pothier – St.-Charles Family Tournament

Councillor Pothier advised that the St.-Charles Family Tournament took place this past weekend. Only a couple of hiccups, but everyone generally had a good time and was well received.

#### 5.3 Councillor Lachance – St.-Charles Family Tournament

Councillor Lachance advised that he attended the Family Tournament and there was a lot of people from the community that attended, and participation was high.

#### 5.4 Mayor Branconnier – Winter Carnival

Mayor Branconnier just wanted to let the public know that there will be a Winter Carnival this upcoming weekend.

#### 6.0 NOTICE OF MOTIONS

Nil.

#### 7.0 CLOSED SESSION

#### 7.1 Resolution to enter into closed session

#### 2023-26

#### Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens a closed session at 6:06 p.m. this 15th day of February 2023 to discuss:

\_\_\_\_\_ litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board, as authorized under Section 239 (2) (e) of the *Municipal Act*, *2001*, as amended;

Topic - Update on Ongoing Litigation Matters

\_\_\_\_\_ advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as authorized under Section 239 (2) (f) of the *Municipal Act*, 2001, as amended; Topic - Update on Ongoing Litigation Matters

Carried

#### 7.2 Resolution to reconvene to open session

#### 2023-27 Moved by: Councillor Laframboise Seconded by: Councillor Loftus

BE IT RESOLVED THAT having dealt with all matters pertaining to the closed session, we hereby reconvene to the Regular Meeting of Council at 6:37 p.m.

Carried

#### 7.3 Verbal Report from Mayor Following Closed Session

Upon reconvening to the open session, the Mayor reported that Council was updated on all litigation matters.

#### 8.0 ADOPTION OF MINUTES

#### 8.1 Resolution to adopt the minutes of meetings

#### 2023-28 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT the minutes of the following meetings of Council be adopted as presented:

- Regular Meeting of Council held June 15, 2022
- Special Meeting of Council held June 29, 2022

Carried

#### 9.0 CORRESPONDENCE FOR INFORMATION

#### 9.1 Resolution to receive correspondence for information

#### 2023-29

#### Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles receives the following correspondence for information:

1. Letter from Cunningham Swan dated December 20, 2022, regarding Complain Pursuant to the Code of Conduct - Councillor Monica Loftus;

- 2. Letter from University of Guelph dated January 18, 2023, regarding Letter of Information and Invitation to Participate in a Research Study;
- 3. Email from Manitoulin-Sudbury District Services Board dated January 20, 2023, regarding Manitoulin-Sudbury DSB Final 2023 Apportionment;
- 4. Copy of a letter from Petrolia dated January 25, 2023;
- 5. Copy of a letter from Sudbury East Planning Board dated January 30, 2023, regarding Consent Application SEPB File No. B/08/23/SC;
- 6. Copy of a letter from Sudbury East Planning Board dated January 31, 2023, regarding Consent Application SEPB File No. B/06-07/23/SC;
- 7. Copy of a letter from Sudbury East Planning Board dated January 31, 2023, regarding Consent Application SEPB File No. B/14-15/23/SC; and,
- 8. Copy of a letter from Brantford dated February 3, 2023.

Carried

#### 10.0 <u>STANDING COMMITTEE RECOMMENDATIONS/REPORTS -</u> <u>MOTIONS</u>

#### 10.1 ENVIRONMENTAL SERVICES COMMITTEE

Chair Councillor Joshua Lachance / Co-Chair Councillor Mathieu Pothier

Nil.

#### 10.2 FINANCE COMMITTEE

Chair Councillor Julie Laframboise / Council

## 10.2.1 Resolution to receive the Cash Disbursement Register for the month of January 2023

#### 2023-30

Moved by: Councillor Loftus Seconded by: Councillor Pothier

BE IT RESOLVED THAT the Cash Disbursement Register for the month of January 2023 be received in the amount of:

• \$395,763.16

Carried

#### 10.3 <u>GENERAL GOVERNMENT COMMITTEE</u>

Chair Mayor Paul Branconnier / Council

10.3.1 Resolution stemming from January 18, 2023 Regular Meeting of Council - Item 10.3.2 Disposition of Tower Located at 40 Casimir Rd (Public Works Yard)

#### 2023-31 Moved by: Councillor Laframboise Seconded by: Councillor Loftus

WHEREAS Council for the Municipality of St.-Charles deems it desirable to declare certain items and / or equipment as surplus;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles declares the following as surplus:

- 1. Trylon Titan self-support tower, seventy-two (72) feet high; and,
- 2. 10' x 10' stick frame shed with steel cladding.

AND BE IT FURTHER RESOLVED THAT the Chief Administrative Officer is directed to negotiate an agreement with True 802 Wireless for the disposal of these items. Carried

#### 10.3.2 Resolution stemming from January 18, 2023 Regular Meeting of Council - Item 10.3.4 Integrity Commissioner - Code of Conduct Complaint

#### 2023-32 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

WHEREAS Council for the Municipality of St.-Charles has reviewed the report of the Integrity Commissioner, dated December 20, 2022;

AND WHEREAS Council has considered the recommendation of the Integrity Commissioner to suspend the pay of the Member for a period of fifteen (15) days;

BE IT THEREFORE RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees that they will not suspend the pay of Councillor Loftus for a period of fifteen (15) days.

Carried

#### 10.3.3 Resolution stemming from February 1, 2023 Committee of the Whole Meeting - Item 8.3.1 Private Fundraiser - Hall Discount Request

#### 2023-33 Moved by: Councillor Lachance Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to waive the rental fee of the St.-Charles Community Centre on January 27, 2023 for the private fundraiser spaghetti dinner held in support of the Collins-Bouchard family.

Carried

#### 10.3.4 Resolution stemming from February 1, 2023 Committee of the Whole Meeting - Item 8.3.2 Univi Donation Request

#### 2023-34 Moved by: Councillor Pothier Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles agrees to waive the rental fee of the St.-Charles Community Centre on March 9, 2023 for the Centre de Santé Univi Health Centre International Women's Day;

AND BE IT FURTHER RESOLVED THAT Council agrees to support the event by making a donation of \$200.00.

Carried

#### 10.3.5 Report to Council - FCM Agreement By: Pamela McCracken, Director of Finance / Treasurer

The Director of Finance / Treasurer presented the report as provided in the agenda package.

#### 10.4 HEALTH SERVICES COMMITTEE

#### Chair Councillor Monica Loftus / Co-Chair Councillor Julie Laframboise

Nil.

#### 10.5 PARKS & RECREATION SERVICES COMMITTEE

#### Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

#### 10.5.1 Report to Council - Family Day Activities By: Tammy Godden, Clerk

The Clerk presented the report as provided in the agenda package.

#### 10.5.2 Report to Council - Beautification Advisory Committee Members By: Tammy Godden, Clerk

The Clerk presented the report as provided in the agenda package. Following discussion, Council support the appointment of members to the Beautification Advisory Committee for the 2022 – 2026 Council term.

#### 2023-35 Moved by: Councillor Laframboise Seconded by: Councillor Lachance

BE IT RESOLVED THAT the following individuals be appointed as members of the Beautification Advisory Committee for the 2022 - 2026 Council term:

- Monica Loftus (Council Member)
- Mathieu Pothier (Council Member)
- Elaine Tremblay
- Doriane Brunet
- Richard Lemieux
- Sue Fitzwilliam
- Angele Poitras

Carried

#### 10.6 PLANNING & DEVELOPMENT COMMITTEE

#### Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier

Nil.

#### 10.7 PROTECTION TO PERSONS & PROPERTY COMMITTEE

#### Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

#### **10.7.1** Canine Control Report for the month of January 2023

Council received the Canine Control Report for the month of January 2023. The Clerk did advise that the ongoing issue with the vicious dog has now been resolved with the assistance of Pet Save.

#### 10.7.2 Report to Council - Closure of Noelville OPP Station - Request for Support By: Denis Turcot, CAO

Mayor, Paul Branconnier, spoke on the report as provided in the agenda package. Following discussion, Council supported the recommendation of a support Resolution against the closure of the Noelville OPP Detachment office.

#### 2023-36 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

WHEREAS it is imperative to retain the OPP Detachment in Noelville to continue to provide safe communities in the Sudbury-East area being the municipalities of French River, Killarney, St.-Charles, Markstay-Warren and the Dokis First Nations;

AND WHEREAS all residents and visitors must have a sense of security knowing that when needed, OPP officers are available in less than thirty (30) minutes;

AND WHEREAS the closure of the Noelville Detachment would create severe hardship to all its residents and visitors in all four (4) municipalities and the Dokis First Nations;

AND WHEREAS residents and visitors in Sudbury-East deserve and expect equitable access to a reliable, timely and efficient police response;

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports the petition to the Legislative Assembly of Ontario to direct the Ministry of the Solicitor General and the Ontario Provincial Police to continue in having the Ontario Provincial Police officers report to an operational detachment located in Noelville, Ontario.

Carried

#### 10.7.3 Report to Council - Fire Department Pumper Options By: Pamela McCracken, Director of Finance / Treasurer

The Director of Finance / Treasurer presented the report as provided in the agenda package. The Director of Finance further advised that following the submission of this report the Fire Chief requested that she provided information on a further option. This option is to keep the current truck for another two (2) years and not perform the repairs and upgrades to it and hope that it lasts, put all of that into reserve and then purchase a new truck in 2025, it results in a budget increase of \$46,595.00 and interest of \$178,000.00. This is very comparable to Option 6 in the report provided. This was based on an \$800,000.00 in two (2) years. Following discussion, Council agreed that the consideration of a purchase of a fire truck would be considered with the entire Budget when it is presented to Council.

#### 10.8 SOCIAL & FAMILY SERVICES COMMITTEE

#### Chair Councillor Monica Loftus / Co-Chair Councillor Mathieu Pothier

Nil.

#### 10.9 TRANSPORTATION SERVICES COMMITTEE

#### Chair Councillor Julie Laframboise / Co-Chair Councillor Monica Loftus

#### 10.9.1 Report to Council - Replacement of Sidewalk Sander By: Denis Turcot, CAO

The Director of Finance / Treasurer presented the report as provided in the agenda package. Following discussion, Council supported the recommendation to purchase a sidewalk sanding machine with an upset limit of \$6,000.00. Council also recommended that staff attempt to negotiate an extended warranty on the new unit and a reduction of the rental fees currently being paid.

#### 2023-37 Moved by: Councillor Pothier Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby authorizes the purchase of a sidewalk sanding machine with an upset limit of \$6,000.00.

Carried

#### 11.0 <u>MANITOULIN-SUDBURY DISTRICT SERVICES BOARD</u> (MSDSB)

Councillor Monica Loftus (2024) / Mayor Paul Branconnier (2025 - 2026)

Nil.

#### 12.0 ST.-CHARLES PUBLIC LIBRARY BOARD (SCPLB)

Councillor Monica Loftus

#### 12.1 Report to Council - St.-Charles Public Library Board Members By: Tammy Godden, Clerk

The Clerk presented the report as provided in the agenda package. Following discussion, Council support the appointment of members to the St.-Charles Public Library Board for the 2022 – 2026 Council term.

#### 2023-38

## Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT the following individuals be appointed as members of the St.-Charles Public Library Board for the 2022 - 2026 Council term:

- Sheila Mehes
- Suzanne Dzimidowicz
- Monique Kadlec
- Ron Morck

Carried

#### 13.0 SUDBURY EAST PLANNING BOARD (SEPB)

Mayor Paul Branconnier / Councillor Joshua Lachance

Nil.

#### 14.0 SUDBURY EAST MUNICIPAL ASSOCIATION (SEMA)

Mayor Paul Branconnier / Councillor Monica Loftus

Nil.

#### 15.0 <u>BY-LAWS</u>

#### 15.1 First and second reading

#### 2023-39 Moved by: Councillor Pothier Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Laws:

- By-Law 2023-05 Rating By-Law Being a By-Law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed Under the Tile Drainage Act
- By-Law 2023-06 Being a By-Law to Enter into a Grant Agreement with Federation of Canadian Municipalities
- By-Law 2023-07 Being a By-Law to Repeal By-Law 2022-26 and Amend By-Law 2018-44 (Fees and Charges By-Law)
- By-Law 2023-08 Being a By-Law to Establish Remuneration and Expenses for Members of Council

Carried

#### 15.2 Third and final reading

#### 2023-40

#### Moved by: Councillor Laframboise Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-05.

Carried

#### 15.3 Third and final reading

#### 2023-41 Moved by: Councillor Pothier Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-06.

Carried

#### 15.4 Third and final reading

#### 2023-42 Moved by: Councillor Loftus Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-07.

Carried

#### 15.5 Third and final reading

#### 2023-43 Moved by: Councillor Loftus Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-08.

Carried

#### 15.6 Third and final reading

#### 2023-44 Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-19.

Carried

#### 15.7 Third and final reading

#### 2023-45 Moved by: Councillor Loftus Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2022-38.

Carried

#### 16.0 <u>ADDENDUM (if required and by resolution)</u>

Nil.

#### 17.0 ADJOURNMENT

17.1 Confirmation By-Law

#### 2023-46 Moved by: Councillor Lachance Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

• By-Law 2023-09 Being a By-Law to Confirm the Proceedings of Council at its Committee of the Whole Meeting Held February 1st, 2023, and at its Regular Meeting of Council Held February 15th, 2023

Carried

#### 2023-47 Moved by: Councillor Laframboise Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-09.

Carried

#### 17.2 Resolution to adjourn the meeting

#### 2023-48 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Regular Meeting of Council at 8:16 p.m. on February 15, 2023. Carried

PAUL BRANCONNIER, MAYOR

TAMMY GODDEN, CLERK



### The Corporation of the Municipality of St.-Charles MINUTES Committee of the Whole Meeting March 1, 2023 at 6:00 PM Council Chambers (Municipal Office)

MEMBERS PRESENT:	Mayor Paul Branconnier Councillor Julie Laframboise Councillor Monica Loftus Councillor Mathieu Pothier Councillor Joshua Lachance
STAFF PRESENT:	Denis Turcot, Chief Administrative Officer Tammy Godden, Clerk
PUBLIC PRESENT:	3

#### 1.0 MEETING CALLED TO ORDER AND ROLL CALL

1.1 Resolution to open the meeting

#### 2023-49 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT the Committee of the Whole meeting of March 1, 2023 be opened at 6:00 p.m.

Carried

#### 1.2 Indigenous Land Acknowledgment

Mayor Branconnier delivered the prepared Indigenous Land Acknowledgment.

#### 2.0 ADOPTION OF AGENDA

#### 2.1 Resolution to adopt the agenda

#### 2023-50 Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT the agenda for the Committee of the Whole meeting of Council held March 1, 2023 be adopted as presented.

Carried

#### 3.0 DISCLOSURES OF PECUNIARY INTEREST

None declared.

#### 4.0 PRESENTATIONS AND DELEGATIONS

Nil.

#### 5.0 <u>ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE</u> <u>GENERAL PUBLIC</u>

#### 5.1 Councillor Laframboise – Director of Operations Position

At the Regular Meeting of Council on January 18, 2024, it was discussed that the Director of Operations would be posting and hiring a temporary Public Works employee. Was this position every posted. The Chief Administrative Officer advised that the Director of Operations has been absent. During that time, we contacted the regular person who usually fills in when needed. This person is not interested in a permanent or even semi-permanent position. This person covered until the Director of Operations returned. We are now on schedule to post for the position now that the Department Head has returned.

#### 5.2 Councillor Laframboise – Performance Appraisal Policy

There is a Performance Appraisal Policy that was approved in 2016. This Policy states that Performance Appraisals are conducted annually. Has this been followed for all employees on an annual basis. The Chief Administrative Officer advised that

the Department Head appraisals were due in theory at the Regular Meeting of Council, however, there were a few reports that needed to be discussed with Council prior to completing the appraisals. Councillor Laframboise inquired whether the union employees get that as well as it does state that in the Policy. The Chief Administrative Officer advised that there have been limited reviews, but most are not formal and are usually verbal. These performance appraisals cannot affect the union employees' wages. The Chief Administrative Officer further advised that there will have to be further discussion with the Department Heads about implementing this.

#### 6.0 NOTICE OF MOTIONS

Nil.

#### 7.0 CLOSED SESSION

#### 7.1 Resolution to enter into closed session

#### 2023-51 Moved by: Councillor Loftus Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens a closed session at 6:06 p.m. this 1st day of March 2023 to discuss:

\_\_\_\_\_ personal matters about an identifiable individual, including municipal or local board employees, as authorized under Section 239 (2) (b) of the *Municipal Act, 2001*, as amended; Topic - MSCOR - Phase 1 - Implementation of Staff Restructuring

\_\_\_\_\_ labour relations or employee negotiations, as authorized under Section 239 (2) (d) of the *Municipal Act, 2001*, as amended;

Topic - MSCOR - Phase 1 - Implementation of Staff Restructuring

\_\_\_\_\_ litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board, as authorized under Section 239 (2) (e) of the *Municipal Act*, *2001*, as amended;

Topic - Slip & Fall - Potential Litigation

Carried

#### 7.2 Resolution to reconvene to open session

#### 2023-52 Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT having dealt with all matters pertaining to the closed session, we hereby reconvene to the Committee of the Whole meeting at 7:43 p.m.

Carried

#### 7.3 Verbal Report from Mayor Following Closed Session

Upon reconvening to the open session, the Mayor reported that direction was given to the staff regarding staff restructuring and the litigation matter.

#### 8.0 COMMITTEES:

#### 8.1 Environmental Services Committee

Chair Councillor Joshua Lachance / Co-Chair Councillor Mathieu Pothier

Nil.

#### 8.2 Finance Committee

Chair Councillor Julie Laframboise / Council

Nil.

#### 8.3 General Government Committee

Chair Mayor Paul Branconnier / Council

#### 8.3.1 Report to Council - Action Plan for the Implementation of the MCSOR By: Denis Turcot, CAO

The Chief Administrative Officer presented the report as provided in the agenda package.

#### 8.3.2 Report to Council - MSCOR - Recommended Phase 1 Short-Term Items By: Denis Turcot, CAO

The Chief Administrative Officer presented the report as provided in the agenda package.

#### 8.3.3 Report to Council - Meeting Software By: Tammy Godden, Clerk

The Clerk presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation of moving to eScribe for meeting software and to provide notice of termination to CivicWeb.

#### 8.4 Health Services Committee

Chair Councillor Monica Loftus / Co-Chair Councillor Julie Laframboise

Nil.

#### 8.5 Parks & Recreation Services Committee

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

Nil.

#### 8.6 Planning & Development Committee

Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier

#### 8.6.1 Report to Council - Response to Delegation to Council by Terry Tompkins By: Andrea Tarini, Chief Building Official

The Chief Administrative Officer advised that the Chief Building Official sent her regrets. The Chief Administrative Officer presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation for staff to work with the developer to get a Construction Agreement in place.

#### 8.6.2 Report to Council - Municipal Drain - Request for Minor Improvement By: Tammy Godden, Clerk

The Clerk presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation not to approve the Notice of Request for Drain Minor Improvement as it forms part of a future municipal road

#### 8.7 Protection to Persons & Property Committee

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

Nil.

#### 8.8 Social & Family Services Committee

Chair Councillor Monica Loftus / Co-Chair Councillor Mathieu Pothier

Nil.

#### 8.9 Transportation Services Committee

Chair Councillor Julie Laframboise / Co-Chair Councillor Monica Loftus

Nil.

#### 9.0 Manitoulin-Sudbury District Services Board (MSDSB)

Councillor Monica Loftus (2024) / Mayor Paul Branconnier (2025 - 2026)

Nil.

#### 10.0 St.-Charles Public Library Board (SCPLB)

Councillor Monica Loftus

Nil.

#### 11.0 Sudbury East Planning Board (SEPB)

Mayor Paul Branconnier / Councillor Joshua Lachance

#### 11.1 For Information - Notice of Application for Consent - SEPB File No. B/06-07/23/SC

Council received the Notice of Application for Consent on SEPB File No. B/06-07/23/SC.

#### 11.2 For Information - Notice of Application for Consent - SEPB File No. B/08/23/SC

Council received the Notice of Application for Consent on SEPB File No. B/08/23/SC.

#### 11.3 For Information - Notice of Application for Consent - SEPB File No. B/14-15/23/SC

Council received the Notice of Application for Consent on SEPB File No. B/14-15/23/SC.

#### 12.0 Sudbury East Municipal Association (SEMA)

Mayor Paul Branconnier / Councillor Monica Loftus

Nil.

#### 13.0 ADJOURNMENT

13.1 Resolution to adjourn the meeting

#### 2023-53

#### Moved by: Councillor Pothier Seconded by: Councillor Laframboise

BE IT RESOLVED THAT the Committee of the Whole meeting of March 1, 2023 be adjourned at 8:08 p.m.

Carried

PAUL BRANCONNIER, MAYOR

TAMMY GODDEN, CLERK



# The Corporation of the Municipality of St.-Charles MINUTES Regular Meeting of Council

# March 15, 2023 at 6:00 PM Council Chambers (Municipal Office) St.-Charles, Ontario

MEMBERS PRESENT:	Mayor:	Paul Branconnier
	Councillor:	Julie Laframboise
	Councillor:	Monica Loftus
	Councillor:	Mathieu Pothier
	Councillor:	Joshua Lachance
STAFF PRESENT:	Chief Administrative Officer:	Denis Turcot
	Clerk:	Tammy Godden
	Director of Finance / Treasurer:	Pamela McCracken

PUBLIC PRESENT: 2

## 1.0 MEETING CALLED TO ORDER & ROLL CALL

1.1 Resolution to open the meeting

#### 2023-54 Moved by: Councillor Pothier Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Regular Meeting of Council at 6:00 p.m. on March 15, 2023.

Carried

#### 1.2 Indigenous Land Acknowledgement

Mayor Branconnier delivered the prepared Indigenous Land Acknowledgment.

## 2.0 ADOPTION OF AGENDA

#### 2.1 Resolution to adopt the agenda

#### 2023-55 Moved by: Councillor Lachance Seconded by: Councillor Loftus

BE IT RESOLVED THAT the agenda for the Regular Meeting of Council held March 15, 2023 be adopted as presented.

Carried

# 3.0 DISCLOSURES OF PECUNIARY INTEREST

None declared.

# 4.0 PRESENTATIONS AND DELEGATIONS

Nil.

# 5.0 <u>ANNOUNCEMENTS AND INQUIRIES BY COUNCIL AND MEMBERS OF THE</u> <u>GENERAL PUBLIC</u>

Nil.

# 6.0 NOTICE OF MOTIONS

Nil.

# 7.0 <u>CLOSED SESSION</u>

7.1 Resolution to enter into closed session

#### 2023-56 Moved by: Councillor Loftus Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens a closed session at 6:03 p.m. this 15th day of March, 2023 to discuss:

\_\_\_\_\_ personal matters about an identifiable individual, including municipal or local board employees, as authorized under Section 239 (2) (b) of the *Municipal Act, 2001*, as amended; Topic #1 - Employee Reviews Topic #2 - MSCOR - Staffing Recommendations / Options

\_\_\_\_\_ labour relations or employee negotiations, as authorized under Section 239 (2) (d) of the *Municipal Act*, 2001, as amended;

Topic #1 - Employee Reviews

Topic #2 - MSCOR - Staffing Recommendations / Options

Carried

#### 7.2 Resolution to reconvene to open session

#### 2023-57 Moved by: Councillor Lachance Seconded by: Councillor Pothier

BE IT RESOLVED THAT having dealt with all matters pertaining to the closed session, we hereby reconvene to the Regular Meeting of Council at 7:57 p.m.

Carried

#### 7.3 Verbal Report from Mayor Following Closed Session

Upon reconvening to the open session, the Mayor reported that direction was given to the staff on employee reviews and staffing recommendations.

#### 8.0 ADOPTION OF MINUTES

Nil.

#### 9.0 CORRESPONDENCE FOR INFORMATION

9.1 Resolution to receive correspondence for information

### 2023-58 Moved by: Councillor Laframboise Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles receives the following correspondence for information:

- 1. Letter from French River Animal Rights Committee dated January 29, 2023 (received March 7, 2023);
- 2. Copy of letter from Shuniah dated February 10, 2023, regarding Municipal Petition in Opposition to Bill 3;
- 3. Letter from Ministry of Natural Resources and Forestry dated February 24, 2023;
- 4. Copy of letter from Public Health Sudbury & Districts dated February 24, 2023, regarding Provincial Funding for Consumption and Treatment Services;
- 5. Copy of letter from Public Health Sudbury & Districts dated February 24, 2023, regarding Community Engagement to Address Food Insecurity;
- 6. Email from Office of MPP Mary-Margaret McMahon dated February 28, 2023, regarding MPP McMahon Press Conference Invitation;
- 7. Copy of letter from Trent Lakes dated February 28, 2023, regarding Oath of Office
- 8. Resolution from Moonbeam dated March 2, 2023;
- 9. Letter from Ministry of the Environment, Conservation and Parks dated March 3, 2023;
- 10. Email from Howick dated March 8, 2023, regarding Resolution Regarding Ontario School Board Elections;
- 11. Email from Carleton Place dated March 10, 2023, regarding Resolution Declaring Intimate Partner Violence and Violence Against Women an Epidemic; and,
- 12. Letter from Ministry of the Environment, Conservation and Parks dated March 10, 2023.

Carried

# 10.0 STANDING COMMITTEE RECOMMENDATIONS/REPORTS - MOTIONS

#### 10.1 ENVIRONMENTAL SERVICES COMMITTEE

#### Chair Councillor Joshua Lachance / Co-Chair Councillor Mathieu Pothier

Nil.

#### **10.2 FINANCE COMMITTEE**

#### Chair Councillor Julie Laframboise / Council

10.2.1 Resolution to receive the Cash Disbursement Register for the month of February 2023

#### 2023-59 Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT the Cash Disbursement Register for the month of February 2023 be received in the amount of:

• \$775,529.68

Carried

#### 10.2.2 Report to Council - Council Remunerations 2022 Prepared By: Pamela McCracken, Director of Finance / Treasurer

The Director of Finance presented the report as provided in the agenda package.

#### 10.3 <u>GENERAL GOVERNMENT COMMITTEE</u>

#### Chair Mayor Paul Branconnier / Council

# 10.3.1 Resolution Stemming from March 1, 2023 Committee of the Whole Meeting - Item 8.3.3. Meeting Software

#### 2023-60 Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles approves the purchase of eScribe Meeting Software with an initial set up cost of \$2,617.00 plus HST and an annual subscription of \$5,900.00 plus HST.

Carried

#### 10.4 HEALTH SERVICES COMMITTEE

#### Chair Councillor Monica Loftus / Co-Chair Councillor Julie Laframboise

# 10.4.1 Public Health Sudbury & Districts unapproved minutes of February 16, 2023

Council received the Public Health Sudbury & Districts unapproved minutes of February 16, 2023.

## 10.5 PARKS & RECREATION SERVICES COMMITTEE

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

Nil.

10.6 PLANNING & DEVELOPMENT COMMITTEE

Chair Councillor Joshua Lachance / Co-Chair Mayor Paul Branconnier

Nil.

#### 10.7 PROTECTION TO PERSONS & PROPERTY COMMITTEE

Chair Councillor Mathieu Pothier / Co-Chair Councillor Joshua Lachance

## 10.7.1 Canine Control Report for the month of February 2023 Prepared By: Sharon Gauthier & Denis Lefebvre

Council received the Canine Control Report for the month of February 2023.

#### 10.8 SOCIAL & FAMILY SERVICES COMMITTEE

Chair Councillor Monica Loftus / Co-Chair Councillor Mathieu Pothier

Nil.

## 10.9 TRANSPORTATION SERVICES COMMITTEE

Chair Councillor Julie Laframboise / Co-Chair Councillor Monica Loftus

Nil.

# 11.0 MANITOULIN-SUDBURY DISTRICT SERVICES BOARD (MSDSB)

Councillor Monica Loftus (2024) / Mayor Paul Branconnier (2025 - 2026)

Nil.

# 12.0 ST.-CHARLES PUBLIC LIBRARY BOARD (SCPLB)

Councillor Monica Loftus

Nil.

# 13.0 SUDBURY EAST PLANNING BOARD (SEPB)

Mayor Paul Branconnier / Councillor Joshua Lachance

Nil.

# 14.0 SUDBURY EAST MUNICIPAL ASSOCIATION (SEMA)

Mayor Paul Branconnier / Councillor Monica Loftus

Nil.

## 15.0 <u>BY-LAWS</u>

#### 15.1 First and second reading

#### 2023-61 Moved by: Councillor Loftus Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

• By-Law 2023-10 Being a By-Law to Establish a Site Plan Control Area Within the Limits of the Corporation of the Municipality of St.-Charles

Carried

#### 15.2 Third and final reading

#### 2023-63 Moved by: Councillor Lachance Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-10.

Carried

# 16.0 ADDENDUM (if required and by resolution)

#### Nil.

## 17.0 ADJOURNMENT

#### 17.1 Confirmation By-Law

#### 2023-63 Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives first and second reading to the following By-Law:

• By-Law 2023-11, Being a By-Law to Confirm the Proceedings of Council at its Committee of the Whole Meeting Held March 1st, 2023, and at its Regular Meeting of Council Held March 15th, 2023.

Carried

#### 2023-64 Moved by: Councillor Laframboise Seconded by: Councillor Loftus

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby gives third reading to and finally passes By-Law 2023-11.

Carried

#### 17.2 Resolution to adjourn the meeting

## 2023-65

#### Moved by: Councillor Loftus Seconded by: Councillor Pothier

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby adjourns the Regular Meeting of Council at 8:21 p.m. on March 15, 2023. Carried

PAUL BRANCONNIER, MAYOR

TAMMY GODDEN, CLERK



The Corporation of the Municipality of St.-Charles

MINUTES

**Committee of the Whole Meeting** 

October 2, 2024, 6:00 p.m. Council Chambers (Municipal Office) 2 King Street East St.-Charles, Ontario P0M 2W0

Members Present:Mayor: Paul Branconnier<br/>Councillor: Julie Laframboise<br/>Councillor: Monica Loftus<br/>Councillor Mathieu Pothier<br/>Councillor: Joshua LachanceStaff Present:Chief Administrative Officer: Denis Turcot<br/>Clerk: Tammy Godden<br/>Director of Operations: Michelle ClarkGuests:Nil.

## 1. MEETING CALLED TO ORDER AND ROLL CALL

1.1 Resolution to open the meeting

#### Resolution: 2024-350

Moved by: Councillor Loftus Seconded by: Councillor Lachance

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby opens the Committee of the Whole meeting at 6:00 p.m. on October 2, 2024.

#### CARRIED

1.2 Indigenous Land Acknowledgement

Mayor Branconnier delivered the prepared Indigenous Land Acknowledgement.

#### 2. ADOPTION OF AGENDA

2.1 Resolution to adopt the agenda

Resolution: 2024-351

Moved by: Councillor Laframboise Seconded by: Councillor Pothier

BE IT RESOLVED THAT the agenda for the Committee of the Whole meeting held October 2, 2024 be adopted as presented.

## CARRIED

#### 3. DISCLOSURE OF PECUNIARY INTEREST

None declared.

## 4. ANNOUNCEMENTS AND INQUIRIES BY MEMBERS OF THE GENERAL PUBLIC AND BY COUNCIL

4.1 Councillor Pothier - Christmas Parade

Councillor Pothier advised that there has already been interest expressed in Christmas Parade and someone may be coming forward soon.

#### 5. NOTICE OF MOTIONS

Nil.

#### 6. COMMITTEES

- 6.1 Environmental Services Committee
  - 6.1.1 Report to Council Landfill Design and Operations Consulting Proposal

The Director of Operations presented the report as provided in the agenda package. The Director of Operations further indicated that Pinchin Ltd. has suggested that more research should be undertaken to determine where the current dumping is relative to the old cell that was closed. Following discussion, Council agreed with the recommendation to move forward with the Proposal for Waste Management Strategies and Design from Pinchin Ltd. at a cost of \$8,510.00.

#### 6.2 General Government Committee

6.2.1 Report to Council - Future of Service Ontario Counter

The Chief Administrative Officer presented the report as provided in the agenda package. The Chief Administrative Officer further indicated that Service Ontario are working on something to make the Municipality whole without loss, but so far there is no commitment from the Province. They are trying to make the Municipality whole. Following discussion, Council requested that further information be brought back after a response is received from French River and Markstay-Warren regarding contribution and more data is collected as to current service numbers following the recent elimination of sticker renewals in July.

- 6.3 Health Services Committee
  - 6.3.1 Public Health Sudbury & Districts Unapproved Minutes of September 19, 2024

Council received the Public Health Sudbury & Districts unapproved minutes of September 18, 2024.

#### 6.4 Parks & Recreation Services Committee

6.4.1 Resolution Stemming from September 18, 2024 Regular Meeting of Council - Item 8.4.3 - Grant Update - Arena

#### Resolution: 2024-352

Moved by: Councillor Loftus Seconded by: Councillor Lachance

WHEREAS the Municipality of St.-Charles has only one (1) dedicated facility to deliver public sports and recreation activities in our municipality, being the St.-Charles Arena;

AND WHEREAS the facility is over fifty (50) years old and requires important investment to continue to make the facility viable, affordable and relevant to the demographic of our community of today;

BE IT RESOLVED THAT Council for the Municipality of St.-Charles unequivocally supports an application to the Green and Inclusive Community Buildings (GICB) Program and associated share of the cost of the project of 20% for the following retrofits, repairs, and upgrades to the St.-Charles Arena:

- 325kw Solar PV Array: The high energy cost of operation of the facility is a significant burden to the community. Installation of a Solar PV Array will reduce the ongoing cost of the facility. Due to space requirements a roof mount is preferred. Project cost estimate \$950,000;
- Roof Rehabilitation: The metal roof requires ongoing maintenance to prevent rust and failure of the structure. Propose treating the surface with product (white in colour if available) extending the lifespan of the facility for a minimum of twenty (20) years. If a roof mount Solar PV Array is chosen, roof rehabilitation is requirement prior to installation. Project cost estimated at \$400,000;

- Installation of door seals, low flush toilets, energy efficient and timed shower heads. Projected cost of \$40,000;
- Accessibility measures within retrofits or renovations:- The current LULA (Limited Use / Limited Application elevator) is nearing its end of life and the need for staff to be present during its operation is limiting what programs can be delivered in the arena room / hall / kitchen. The installation of a full-service elevator at a projected cost of \$165,000 will open up the facility to deliver more activities in addition to current programing such as yoga classes;

- To compliment our new outdoor pickle ball court, renovation to the main entrance to the arena to allow for daytime access to the accessible washroom for pickle ball players, including a fob system at a projected cost of \$60,000;

AND BE IT FURTHER RESOLVED THAT the Municipality commits \$371,450 toward the proposed project deliverable including up to 15% contingency cost + HST.

## CARRIED

6.4.2 Report to Council - Update - Columbarium Site Selection

The Clerk presented the report as provided in the agenda package. Following discussion, Council agreed with the recommended location of the new columbarium site as indicated on the map provided with the report as an orange dot.

6.5 Transportation Services Committee

#### 6.5.1 Report to Council - Work Order / Fleet Operations Software

The Director of Operations presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation to reallocate the \$20,000.00 which was approved in the 2024 Budget for the purchase work order software for the purchase of fleet operations software instead.

6.5.2 Report to Council - Streetlight Policy

The Director of Operations presented the report as provided in the agenda package. Following discussion, Council agreed with the recommendation to implement the Streetlight Policy.

#### 7. ADDENDUM (If Required and by Resolution)

## 8. CLOSED SESSION

8.1 Disclosure of Pecuniary Interest

## 9. RECONVENE TO OPEN SESSION

#### 10. ADJOURNMENT

10.1 Resolution to adjourn the meeting

#### Resolution: 2024-353

Moved by: Councillor Loftus Seconded by: Councillor Laframboise

BE IT RESOLVED THAT the Committee of the Whole meeting of October 2, 2024 be adjourned at 6:48 p.m.

CARRIED

Mayor

Clerk

# Tammy Godden

From:	Karine Pelletier <kpelletier@mcgarry.ca></kpelletier@mcgarry.ca>
Sent:	September 11, 2024 1:02 PM
То:	Stefanie Allen; abushell@southwestmiddlesex.ca; acarter@pertheast.ca;
	admin@baldwin.ca; admin@casey.ca; admin@harley.ca; Rod Wood/Valerie
	Obarjemarski (Hilton Twp; admin@hudson.ca; admin@jocelyn.ca; admin@kerns.ca;
	admin@mattawan.ca; admin@mindenhills.ca; admin@nipissingtownship.com;
	admin@puslinch.ca; admin@sundridge.ca; administration@clarence-rockland.com;
	adminmachar@vianet.ca; aeuler@dryden.ca; afisher@goderich.ca; agray@severn.ca;
	agubbels@warwicktownship.ca; ahobbs@assiginack.ca;
	ahumphries@cityofwoodstock.ca; alberton@jam21.net;
	alice.mercier@cochraneontario.com; alison.collard@champlain.ca;
	amy.honen@mattawa.ca; andrea.bolton@uclg.on.ca;
	Angie.cathrae@southbrucepeninsula.com; annetteg@eganville.com;
	annilene@town.minto.on.ca; aquinn@powassan.net; arochefort@alfred-
	plantagenet.com; asage@northdumfries.ca; ashleyk@northmiddlesex.on.ca;
	athens@myhighspeed.ca; awettlaufer@zorra.ca; awhalen@sables-spanish.ca;
	bangione@hbmtwp.ca; bboyington@hbmtwp.ca; bbrooks@stonemills.com;
	bdrury@georgianbluffs.ca; belindaketchabaw@nairncentre.ca;
	beth.morton@townshipofperry.ca; bgravel@moonbeam.ca;
	bradleyc@hastingscounty.com; brethour@parolink.net; burpeemills@vianet.ca;
	bylaw@northmiddlesex.on.ca; c.parent@northkawartha.ca; cao@bayham.on.ca;
	cao@calvintownship.ca; cao@centrehastings.com; CAO Township of Chapleau;
	cao@chapple.on.ca; cao@elgin.ca; cao@emo.ca; cao@hornepayne.ca;
	cao@laurentianhills.ca; cao@merrickville-wolford.ca; cao@northglengarry.ca;
	cao@quintewest.ca; cao@redrocktownship.com; cao@schreiber.ca; cao@southwold.ca;
	cao@terracebay.ca; cao@villageofwestport.ca; cao@whiteriver.ca; cao-
	clerk@oliverpaipoonge.on.ca; case@newbury.ca; cbeauvais@municipalityofkillarney.ca;
	cblumenberg@pecounty.on.ca; ccalder@northstormont.ca; cchild@twpbrm.ca;
	cdoiron@brighton.ca; Chantal.Guillemette@kapuskasing.ca; choward@petawawa.ca;
	christine.goulet@redlake.ca; Cindy Filmore; city.clerk@mississauga.ca;
	cityclerk@cityofkingston.ca; cityclerk@cityssm.on.ca; cityclerk@portcolborne.ca;
	cityclerk@thunderbay.ca; cityclerks@barrie.ca; cityclerksoffice@brampton.ca;
	civic@hanover.ca; cjeffery@seguin.ca; ckclerk@chatham-kent.ca;
	ckelley@countyofrenfrew.on.ca; clamb@northhuron.ca; clebrun@southdundas.com;
	clerk.administrator@tehkummah.ca; clerk.greffe@russell.ca; clerk@acwtownship.ca;
	clerk@addingtonhighlands.ca; clerk@adjtos.ca; clerk@amherstburg.ca; clerk@arran-
	elderslie.ca; clerk@bancroft.ca; clerk@brockville.com; clerk@burksfalls.ca;
	clerk@callander.ca; clerk@carlowmayo.ca; clerk@centralhuron.com; clerk@cobourg.ca;
	Clerk@collingwood.ca; clerk@cornwall.ca; clerk@county-lambton.on.ca;
	clerk@cramahe.ca; clerk@dawneuphemia.on.ca; clerk@dufferincounty.ca;
	clerk@ektwp.ca; clerk@elliotlake.ca; clerk@evanturel.com; clerk@faraday.ca; Melanie
	Bouffard; clerk@gananoque.ca; clerk@gordonbarrieisland.ca;
	clerk@greatermadawaska.com; clerk@haldimandcounty.on.ca; clerk@hamilton.ca;
	clerk@headclaramaria.ca; clerk@howick.ca; clerk@huntsville.ca; clerk@huroneast.com;
	clerk@ignace.ca; clerk@kincardine.ca; clerk@lakeshore.ca; clerk@lanarkcounty.ca;
	clerk@loyalist.ca;
	clerk@magnetawan.com; clerk@malahide.ca; clerk@manitouwadge.ca;
	clerk@mckellar.ca; clerk@mcmurrichmonteith.com; clerk@meaford.ca;
	clerk@middlesexcentre.ca; clerk@mulmur.ca; clerk@municipalityofbluewater.ca;
	clerk@muskoka.on.ca; clerk@nalgonawil.com; clerk@niagarafalls.ca;

clerk@niagararegion.ca; clerk@northernbruce.ca; clerk@northgrenville.on.ca; clerk@oilsprings.ca; clerk@papineaucameron.ca; clerk@perth.ca; clerk@perthcounty.ca; clerk@perthsouth.ca; clerk@porthope.ca; clerk@ryersontownship.ca; clerk@saugeenshores.ca; clerk@shelburne.ca; clerk@shuniah.org; clerk@siouxlookout.ca; clerk@southalgonguin.ca; clerk@southbruce.ca; clerk@southglengarry.com; clerk@southhuron.ca; clerk@southriver.ca; clerk@stirlingrawdon.com; clerk@strathroy-caradoc.ca; clerk@strongtownship.com; clerk@swox.org; clerk@tarbutt.ca; clerk@tayvalleytwp.ca; clerk@temagami.ca; clerk@temiskamingshores.ca; clerk@thorold.ca; clerk@tkl.ca; clerk@townofbwg.com; clerk@township.limerick.on.ca; clerk@townshipleeds.on.ca; clerk@trentlakes.ca; clerk@tudorandcashel.com; clerk@tweed.ca; clerk@tyendinagatownship.com; clerk@valharty.ca; clerk@wasagabeach.com; clerk@welland.ca; clerk@westelgin.net; clerk@westgrey.com; clerk@westperth.com; clerk@whitby.ca; clerk@wollaston.ca; clerkadmin@stjosephtownship.com; clerkadministrator@township.montague.on.ca; clerkplanning@northfrontenac.ca; clerks@ajax.ca; clerks@aurora.ca; clerks@brant.ca; clerks@brantford.ca; clerks@brock.ca; clerks@burlington.ca; clerks@cambridge.ca; Clerks@centrewellington.ca; clerks@citywindsor.ca; clerks@clarington.net; clerks@clearview.ca; clerks@durham.ca; clerks@eastgwillimbury.ca; Clerks@erin.ca; clerks@essex.ca; clerks@gbtownship.ca; clerks@georgina.ca; clerks@get.on.ca; clerks@greatersudbury.ca; clerks@greyhighlands.ca; clerks@grimsby.ca; clerks@quelph.ca; clerks@hamiltontownship.ca; clerks@ingersoll.ca; clerks@king.ca; clerks@kitchener.ca; clerks@lambtonshores.ca; clerks@leamington.ca; clerks@lincoln.ca; clerks@markham.ca; clerks@midland.ca; clerks@newmarket.ca; clerks@newtecumseth.ca; clerks@norfolkcounty.ca; clerks@northperth.ca; clerks@notl.com; clerks@oshawa.ca; clerks@owensound.ca; clerks@peterborough.ca; clerks@pickering.ca; clerks@richmondhill.ca; clerks@sarnia.ca; clerks@scugog.ca; clerks@simcoe.ca; clerks@springwater.ca; clerks@stcatharines.ca; clerks@stratford.ca; clerks@tillsonburg.ca; clerks@timmins.ca; clerks@townofws.ca; clerks@vaughan.ca; clerksdept@orangeville.ca; clerksoffice@cityofnorthbay.ca; clerksoffice@innisfil.ca; clerksoffice@oxfordcounty.ca; clerksoffice@ptbocounty.ca; clerksoffice@town.stmarys.on.ca; ClerksOffice@townofmono.com; clerksoffice@trenthills.ca; clerk-treasurer@blrtownship.ca; clerktreasurer@visitmachin.com; cmacmunn@centralfrontenac.com; cmcgregor@twp.beckwith.on.ca; cmiller@whitewaterregion.ca; cmunro@mississippimills.ca; cobalt@cobalt.ca; cockburnisland1@gmail.com; communications@belleville.ca; conmee@conmee.com; council@peelregion.ca; cpage@cavanmonaghan.net; CParoschy@muskokalakes.ca; critchie@kawarthalakes.ca; cryder@dnetownship.ca; cschofield@forterie.ca; CSykes@lakeofbays.on.ca; cwhite@antownship.ca; cwray@twpbrm.ca; dan.thibeault@armstrong.ca; dawsontwp@tbaytel.net; ddeforge@centralmanitoulin.ca; debbie@thessalon.ca; deputyclerk@armourtownship.ca; deputyclerk@blrtownship.ca; deputyclerk@hornepayne.ca; deputyclerk@khrtownship.ca; deputyclerk@marathon.ca; deputyclerk@merrickville-wolford.ca; deputyclerk@twp.prince.on.ca; deputyclerktreasurer@matachewan.ca; dholmes@melancthontownship.ca; dleroux@uxbridge.ca; dmctavish@enniskillen.ca; dnewhook@algonguinhighlands.ca; dwilson@centralelgin.org; edance@billingstwp.ca; elklake@ntl.sympatico.ca; email@huronshores.ca; fhamilton@brockton.ca; gcoulombe@matticevalcote.ca; gdombroski@madawaskavalley.ca; generalmail@blandfordblenheim.ca; gillies@gilliestownship.com; gjackson@orillia.ca; gkosch@wellesley.ca; glecuyer@fortfrances.ca; gmaracle@deseronto.ca; harris@parolink.net; havbelmet@hbmtwp.ca; hmartin@pembroke.ca; hpihulak@kenora.ca; hscott@osmtownship.ca; hvilleneuve@easthawkesbury.ca; hwillford@pelham.ca; info@adelaidemetcalfe.on.ca; info@admastonbromley.com; info@amaranth.ca;

info@blindriver.ca; Town of Bruce Mines; info@chamberlaintownship.com; info@charltonanddack.com; info@eastgarafraxa.ca; info@gravenhurst.ca; Laird Township; Info; info@lvtownship.ca; info@markstay-warren.ca; info@matticevalcote.ca; info@nipigon.net; info@osmtownship.ca; info@pelee.ca; info@plummertownship.ca; info@plympton-wyoming.ca; info@renfrew.ca; info@selwyntownship.ca; info@southstormont.ca; Info; j.leblond@chisholm.ca; jallen@latchford.ca; jamini@frontenaccounty.ca; jastrologo@lasalle.ca; jault@frontofyonge.com; jbaranek@stclairtownship.ca; jbrick@town.aylmer.on.ca; jbrizard@nationmun.ca; jburns@villageofpointedward.com; jconnor@ramara.ca; jdavis@brucemines.ca; jdenkers@brookealvinston.com; jennifera@wellington.ca; jfentir@elgin.ca; jharfield@mississippimills.ca; jillian@hiltonbeach.com; jlecours@hearst.ca; jmellon@deepriver.ca; jscime@westlincoln.ca; jthompson@southfrontenac.net; Julie.Finley-Swaren@waterloo.ca; jwalters@greaternapanee.com; jwhite@huronkinloss.com; k.picken@northkawartha.ca; karmstrong@norwich.ca; kballance@ear-falls.com; kbester@powassan.net; kbunting@middlesex.ca; kcasselman@sdgcounties.ca; kjohns@tay.ca; kjohnston@morristurnberry.ca; kmcllwain@carling.ca; kpreston@Orillia.ca; Kristina.miousse@greenstone.ca; Kristine.horst@pelee.ca; kvroom@magnetawan.com; kwallace@wellington-north.com; kzamojski@arnprior.ca; lakeofthewoodstwp@tbaytel.net; laura.hall@caledon.ca; lavalley@nwonet.net; lbrandt@magnetawan.com; lduguay@onlink.net; legislative.services@caledon.ca; lgreen@southgate.ca; lgut@hawkesbury.ca; Ihclerk@lanarkhighlands.ca; llee@mcnabbraeside.com; llehr@essatownship.on.ca; Imcdonald@bracebridge.ca; lveltkamp@prescott.ca; lwest@mcdougall.ca; lwheeler@mapleton.ca; LWhite@brucecounty.on.ca; mail@townofgrandvalley.ca; MartinaC@dourodummer.on.ca; mavis@doriontownship.ca; mbaumann@smithsfalls.ca; mbirch@countyofessex.ca; mbishop@dysartetal.ca; mcadieux@prescott-russell.on.ca; mducharme@westnippissing.ca; melaniebilodeau@nairncentre.ca; mford.mayor@alberton.ca; michelle.hendry@whitestone.ca; mkirkham@wainfleet.ca; mkonefal@stthomas.ca; mmartin@thearchipelago.ca; monica.hawkins@eastferris.ca; mrobinson@englehart.ca; mrutter@haliburtoncounty.ca; Town of Arnprior; mtaylor@carling.ca; mtruelove@rideaulakes.ca; municipalclerk@townshipofthenorthshore.ca; neebing@neebing.org; njohnston@northdundas.com; nmartin@amaranth.ca; nvachon@fauguierstrickland.com; Office@townshipofjoly.com; officeclerk@augusta.ca; officeclerk@bonfieldtownship.com; ojacob@arnprior.ca; Pam Lortie (Town of Spanish; pcress@townofnemi.on.ca; people@johnsontownship.ca; petrolia@petrolia.ca; pgilchrist787@gmail.com; pkemp@ahtwp.ca; PPMClerks@london.ca; psinnamon@chatsworth.ca; rainyriver@tbaytel.net; rauger@tecumseh.ca; reception@hortontownship.ca; regionalclerk@halton.ca; regionalclerk@regionofwaterloo.ca; regionalclerk@york.ca; Rick.OConnor@ottawa.ca; rjohnson@townofparrysound.com; rrogers@highlandseast.ca; rwilliams@twpec.ca; sarah.goldrup@grey.ca; sblair@carletonplace.ca; scarr@gorebay.ca; CAO Twp of Dubreuilville; scooper@penetanguishene.ca; scronin@huroncounty.ca; sdion@casselman.ca; sgirard@hawkesbury.ca; Sheena.Earl@uclg.on.ca; shuschilt@hastingshighlands.ca; sjohnson@brockton.ca; skerr@frontenacislands.ca; skitchen@kingsville.ca; sue.bates@atikokan.ca; swalton@tiny.ca; tbennett@marmoraandlake.ca; Tammy Godden; tgorgerat@khrtownship.ca; thallam@morristurnberry.ca; thornloe@outlook.com; tkretschmer@duttondunwich.on.ca; tmckenzie@lennox-addington.on.ca; tmichiels@thamescentre.on.ca; to; toc@colemantownship.ca; town@espanola.ca; townclerk@milton.ca; townclerk@oakville.ca; townclerk@picklelake.org; townclerk@thebluemountains.ca; townshipofgauthier@hotmail.com; townshipofmorley@gmail.com; Treasurer@Iroquoisfalls.com; twphill@parolink.net;

То:	twpoconn@tbaytel.net; twpopas@persona.ca; valeriep@haltonhills.ca; veronique.dion@townsrf.ca; vmcdonald@hanover.ca; wjaques@ezt.ca; wkabel@snnf.ca; woolwich.mail@woolwich.ca; yaubichon@oro-medonte.ca; Sanders, Cheryl; matherm@northumberland.ca; info@plymton-wyoming.ca; Lisa.Thompson@pc.ola.org; Sylvia.Jones@pc.ola.org; andrea.khanjin@pc.ola.org; ted.arnottco@pc.ola.org; Graydon.Smith@pc.ola.org; resolutions@amo.on.ca; 5462 C. Labbe
Cc:	ministre-minister@ec.gc.ca; sylvia.jones@ontario.ca; PHI@timiskaminghu.com
Subject: Attachments:	Resolution of Support from the Township of Larder Lake
Attachments:	water testing.pdf

Good afternoon,

Please see attached resolution passed by the Township of McGarry at its Regular Council Meeting of September 10, 2024 received from the Township of Larder Lake in regards to the phasing-out of free provincial water testing for private drinking water.



Karine Pelletier *Clork - Treasurer* Township of McGarry 27 Webster Street, PO Box 99 Virginiatown, Ontario, POK 1X0 705-634-2145 Ext. 223



September 10, 2024

Resolution No.

THE CORPORATION OF THE TOWNSHIP OF MCGARRY P.O. BOX 99 VIRGINIATOWN, ON. P0K 1X0

MOVED BY COUNCILLOR 1 ancen SECONDED BY COUNCILLOR hau

**WHEREAS** the Ontario Auditor General's annual report on public health from December 2023 indicates that Public Health Ontario is proposing the phasing-out of free provincial water testing services for private drinking water; and

**WHEREAS** free private drinking water testing services has played a pivotal role in safeguarding public health, particularly in rural communities, that rely predominantly on private drinking water: And;

**WHEREAS** the removal of free private drinking water testing could lead to a reduction in testing, potentially increasing the risk of waterborne diseases in these vulnerable populations; And

WHEREAS, the tragic events in Walkerton, Ontario underscored the critical importance of safe drinking water.

**NOW THEREFORE BE IT RESOLVED** that he Township of McGarry hereby request that the province reconsider and ultimately decide against the proposed phasing-out of free private drinking water testing services.

**FURTHER BE IT RESOLVED** that this resolution be sent to all Ontario municipalities, Minister of Environment Conservation and Parks, Minister of Health, Timiskaming Public Health Unit, and Timiskaming-Cochrane MPP.

Defeated Mayor	/ Carried	Mayor Cielhane
Recorded Vote	Requested by	
	YES	NO
Mayor Bonita Culhane Councillor Louanne Caza Councillor Elaine Fic Councillor Annie Keft Councillor Francine Plante		



#### 374028 6TH LINE • AMARANTH ON • L9W 0M6

September 18, 2024

AMCTO Advocacy Team 2680 Skymark Ave, Suite 610 Mississauga, ON L4W 5L6

Senty by Email to: advocacy@amcto.com

#### Re: Provincial Updates to the Municipal Elections Act

At its regular meeting of Council held on September 18, 2024, the Township of Amaranth Council passed the following resolution.

#### Resolution #: 3

Moved by: G. Little Seconded by: B. Metzger

WHEREAS elections rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections.

WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process,

WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities.

WHEREAS the *Municipal Elections Act, 1996* (MEA) will be 30 years old by the next municipal and school board elections in 2026.

WHEREAS the MEA sets out the rules for local elections, the *Assessment Act, 1990* and the *Education Act, 1990* also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario.

WHEREAS with rules across three pieces of legislation, and the *MEA* containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill.

WHEREAS the Act can pose difficulties for voters, candidates, contributors and third-party advertisers to read, to interpret, to comply with and for election administrators to enforce.

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges.

WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities.

WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration.

AND WHERAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections.

BE IT RESOLVED THAT The Township of Amaranth calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longerterm recommendations ahead of the 2030 elections.

And Be It Further Resolved that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing (<u>minister.mah@ontario.ca</u>), the Minister of Education (<u>minister.edu@ontario.ca</u>), the Minister of Public and Business Service Delivery (<u>todd.mccarthy@ontario.ca</u>), Minister of Finance (<u>Minister.fin@ontario.ca</u>) the Premier of Ontario (premier@ontario.ca ), Sylvia Jones MPP (<u>sylvia.jones@ontario.ca</u>) and AMCTO (<u>advocacy@amcto.com</u>)

# CARRIED

Please do not hesitate to contact the office if you require any further information.

Yours truly,

Nicole Martin, Dipl. M.A. CAO/Clerk

cc. All Ontario Municipalities

Minister of Municipal Affairs and Housing (minister.mah@ontario.ca)

Minister of Education (minister.edu@ontario.ca)

Minister of Public and Business Service Delivery (todd.mccarthy@ontario.ca)

Minister of Finance (Minister.fin@ontario.ca)

Premier of Ontario (premier@ontario.ca)

Sylvia Jones MPP (<u>sylvia.jones@ontario.ca</u>)

## Tammy Godden

From:	Info
Sent:	September 24, 2024 3:45 PM
То:	Tammy Godden
Subject:	FW: Resolution of Support for the Municipality of Tweed -
Attachments:	R2024-106-Support Resolution-Township of Hilliard.pdf; OPP Notice of Motion .pdf

From: Hilliard Township <twphill@parolink.net> Sent: Thursday, September 19, 2024 9:36 AM To: 'Suzanne Lord' <slord@wawa.cc>; doug.fordco@pc.ola.org; premier@ontario.ca; amo@amo.on.ca; lucasw@tweed.ca; chrystia.freeland@parl.gc.ca Cc: 'Maury O'Neill' <moneill@wawa.cc>; aadams@malahide.ca; achittick@selwyntownship.ca; achrastina@wainfleet.ca; admin@harley.ca; admin@hudson.ca; admin@jocelyn.ca; admin@mattawan.ca; admin@mindenhills.ca; admin@norwich.ca; adminassist@ryersontownship.ca; aeuler@dryden.ca; afisher@goderich.ca; agray@severn.ca; AHHC@burkfalls.ca; ahulley@westperth.com; akantharajah@loyalist.ca; aknight@get.on.ca; albertonadmin@alberton.ca; Alice.Mercier@cochraneontario.com; alison.collard@champlain.ca; alysha.dyjach@brant.ca; amckenzie@bancroft.ca; angie.cathrae@southbrucepeninsula.com; annetteg@eganville.com; annilene@town.minto.on.ca; anuziale@municipalityofkillarney.ca; ao@redrocktownship.com; aquinn@powassan.net; arochefort@alfred-plantagenet.com; asimonian@augusta.ca; asmith@ahtwp.ca; atorresan@thearchipelago.ca; awhalen@sables-spanish.ca; bangione@hbmtwp.ca; becky.jamieson@townofws.ca; 'Belleville' <mtmacdonald@belleville.ca>; bfisler@oxfordcounty.ca; bgilmer@porthope.ca; bgravel@moonbeam.ca; bpaulmachar@vianet.ca; bpercy@leamington.ca; BradleyC@hastingscounty.com; brenda.heidebrecht@portcolborne.ca; brethour@parolink.net; bteeple@stonemills.com; bthornton@pecounty.on.ca; Caitlin.salter-macdonald@ottawa.ca; 'CAO Township of Chapleau' <cao@chapleau.ca>; 'CAO Twp of Dubreuilville' <scasey@dubreuilville.ca>; cao.clerk@bonfieldtownship.org; cao@chapple.on.ca; cao@emo.ca; cao@laurentianhills.ca; cao@merrickville-wolford.ca; cao@schreiber.ca; cao@southwold.ca; cao@terracebay.ca; cao@villageofwestport.ca; cao@whiteriver.ca; case@newbury.ca; cblumenberg@pecounty.on.ca; ccalder@northstormont.ca; cdoiron@brighton.ca; cdutton@gbtownship.ca; cgiles@thebluemountains.ca; 'Chantal Guillemette' <Chantal.Guillemette@kapuskasing.ca>; chislop@northdumfires.ca; choward@petawawa.ca; choytfox@puslinch.ca; christina.conklin@uclg.on.ca; christine.goulet@redlake.ca; cindy.filmore@townshipofkearney.ca; city.clerk@mississauga.ca; cityclerk@cityofkingston.ca; cityclerk@cityssm.on.ca; CityClerk@london.ca; cityclerk@thunderbay.ca; cityclerksoffice@brampton.ca; cjeffery@seguin.ca; ckclerk@chatham-kent.ca; ckelley@countyofrenfrew.on.ca; clamb@northhuron.ca; clebrun@southdundas.com; clerk.administrator@tehkummah.ca; clerk.greffe@russell.ca; clerk@addingtonhighlands.ca; clerk@adjtos.ca; clerk@amherstburg.ca; clerk@arran-elderslie.ca; clerk@brockville.com; clerk@carlowmayo.ca; clerk@centralhuron.com; clerk@cobourg.ca; clerk@county-lambton.on.ca; clerk@countyofessex.on.ca; clerk@cramahe.ca; clerk@dawneuphemia.on.ca; clerk@dufferincounty.ca; clerk@faraday.ca; Melanie Bouffard <clerk@frenchriver.ca>; clerk@gananoque.ca; clerk@gordonbarrieisland.ca; clerk@greatermadawaska.com; clerk@haldimandcounty.on.ca; clerk@hamilton.ca; clerk@hastingshighlands.ca; clerk@headclaramaria.ca; clerk@howick.ca; clerk@huntsville.ca; clerk@huroneast.com; clerk@kincardine.ca; clerk@lakeshore.ca; clerk@madoc.ca; Clerk@magnetawan.com; clerk@mckellar.ca; clerk@mcmurrichmonteith.com; clerk@meaford.ca; clerk@middlesexcentre.ca; clerk@municipalityofbluewater.ca; clerk@muskoka.on.ca; clerk@nalgonawil.com; clerk@newtecumseth.ca; clerk@niagarafalls.ca; clerk@niagararegion.ca; clerk@northgrenville.on.ca; clerk@northmiddlesex.on.ca; clerk@oilsprings.ca; clerk@papineaucameron.ca; clerk@perth.ca; clerk@perthcounty.ca; clerk@quintewest.ca; clerk@saugeenshores.ca; clerk@shelburne.ca; clerk@siouxlookout.ca; clerk@southalgonquin.ca; clerk@southbruce.ca; clerk@southhuron.ca; clerk@southriver.ca; clerk@southwestmiddlesex.ca; clerk@stirlingrawdon.com; clerk@strathroy-caradoc.ca; clerk@strongtownship.com; clerk@swox.org; clerk@tarbutt.ca;

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Subject: RE: Resolution of Support for the Municipality of Tweed -

#### Good morning,

Please find attached correspondence from the Township of Hilliard regarding a resolution of support to implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities.

Wendy Belanger Clerk-Treasurer



951678 Hwy 569 Hilliardton ON POJ 1L0 Office: 705-563-2593 Cell: 705-648-4316 Roads: 705-563-8343

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#### From: Suzanne Lord <<u>slord@wawa.cc</u>> Sent: July 30, 2024 3:22 PM

To: doug.fordco@pc.ola.org; premier@ontario.ca; amo@amo.on.ca; lucasw@tweed.ca; chrystia.freeland@parl.gc.ca Cc: Maury O'Neill <moneill@wawa.cc>; aadams@malahide.ca; achittick@selwyntownship.ca; achrastina@wainfleet.ca; admin@harley.ca; admin@hudson.ca; admin@jocelyn.ca; admin@mattawan.ca; admin@mindenhills.ca; admin@norwich.ca; adminassist@ryersontownship.ca; aeuler@dryden.ca; afisher@goderich.ca; agray@severn.ca; AHHC@burkfalls.ca; ahulley@westperth.com; akantharajah@loyalist.ca; aknight@get.on.ca; albertonadmin@alberton.ca; Alice.Mercier@cochraneontario.com; alison.collard@champlain.ca; alysha.dyjach@brant.ca; amckenzie@bancroft.ca; angie.cathrae@southbrucepeninsula.com; annetteg@eganville.com; annilene@town.minto.on.ca; anuziale@municipalityofkillarney.ca; ao@redrocktownship.com; aquinn@powassan.net; arochefort@alfred-plantagenet.com; asimonian@augusta.ca; asmith@ahtwp.ca; atorresan@thearchipelago.ca; awhalen@sables-spanish.ca; bangione@hbmtwp.ca; becky.jamieson@townofws.ca; Belleville <mtmacdonald@belleville.ca>; bfisler@oxfordcounty.ca; bgilmer@porthope.ca; bgravel@moonbeam.ca; bpaulmachar@vianet.ca; bpercy@leamington.ca; BradleyC@hastingscounty.com; brenda.heidebrecht@portcolborne.ca; brethour@parolink.net; bteeple@stonemills.com; bthornton@pecounty.on.ca; Caitlin.salter-macdonald@ottawa.ca; CAO Township of Chapleau <cao@chapleau.ca>; CAO Twp of Dubreuilville <scasey@dubreuilville.ca>; cao.clerk@bonfieldtownship.org; cao@chapple.on.ca; cao@emo.ca; cao@laurentianhills.ca; cao@merrickville-wolford.ca; cao@schreiber.ca; cao@southwold.ca; cao@terracebay.ca; cao@villageofwestport.ca; cao@whiteriver.ca; case@newbury.ca; cblumenberg@pecounty.on.ca; ccalder@northstormont.ca; cdoiron@brighton.ca; cdutton@gbtownship.ca; cgiles@thebluemountains.ca; Chantal Guillemette <Chantal.Guillemette@kapuskasing.ca>; chislop@northdumfires.ca; choward@petawawa.ca; choytfox@puslinch.ca; christina.conklin@uclg.on.ca; christine.goulet@redlake.ca; cindy.filmore@townshipofkearney.ca; city.clerk@mississauga.ca; cityclerk@cityofkingston.ca; cityclerk@cityssm.on.ca; CityClerk@london.ca; cityclerk@thunderbay.ca; cityclerksoffice@brampton.ca; cjeffery@seguin.ca; ckclerk@chatham-kent.ca; ckelley@countyofrenfrew.on.ca; clamb@northhuron.ca; clebrun@southdundas.com; clerk.administrator@tehkummah.ca; clerk.greffe@russell.ca; clerk@addingtonhighlands.ca; clerk@adjtos.ca; clerk@amherstburg.ca; clerk@arran-elderslie.ca; clerk@brockville.com; clerk@carlowmayo.ca; clerk@centralhuron.com; clerk@cobourg.ca; clerk@county-lambton.on.ca; clerk@countyofessex.on.ca; clerk@cramahe.ca; clerk@dawneuphemia.on.ca; clerk@dufferincounty.ca; clerk@faraday.ca; clerk@frenchriver.ca; clerk@gananoque.ca; clerk@gordonbarrieisland.ca; clerk@greatermadawaska.com; clerk@haldimandcounty.on.ca; clerk@hamilton.ca; clerk@hastingshighlands.ca; clerk@headclaramaria.ca; clerk@howick.ca; clerk@huntsville.ca; clerk@huroneast.com; clerk@kincardine.ca; clerk@lakeshore.ca; clerk@madoc.ca; Clerk@magnetawan.com; clerk@mckellar.ca; clerk@mcmurrichmonteith.com; clerk@meaford.ca; clerk@middlesexcentre.ca; clerk@municipalityofbluewater.ca; clerk@muskoka.on.ca; clerk@nalgonawil.com; clerk@newtecumseth.ca; clerk@niagarafalls.ca; clerk@niagararegion.ca; clerk@northgrenville.on.ca; clerk@northmiddlesex.on.ca; clerk@oilsprings.ca; clerk@papineaucameron.ca; clerk@perth.ca; clerk@perthcounty.ca; clerk@quintewest.ca; clerk@saugeenshores.ca; clerk@shelburne.ca; clerk@siouxlookout.ca; clerk@southalgonquin.ca; clerk@southbruce.ca; clerk@southhuron.ca; clerk@southriver.ca; clerk@southwestmiddlesex.ca; clerk@stirling-rawdon.com; clerk@strathroy-caradoc.ca; clerk@strongtownship.com; clerk@swox.org; clerk@tarbutt.ca; clerk@temagami.ca; clerk@thorold.com; clerk@tkl.ca; clerk@toronto.ca; clerk@townofbwg.com; clerk@townofwarwick.org; clerk@township.limerick.on.ca; clerk@townshipleeds.on.ca; clerk@trentlakes.ca; clerk@tudorandcashel.com; clerk@tyendinagatownship.com; clerk@wasagabeach.com; clerk@welland.ca; clerk@westelgin.net; clerk@wollaston.ca; clerk@zorra.ca; clerkadmin@stjosephtownship.com; clerkadministrator@township.montague.on.ca; clerkinfo@waterloo.ca; clerkplanning@northfrontenac.ca; clerks@ajax.ca; clerks@aurora.ca; clerks@brantford.ca; clerks@brock.ca; clerks@burlington.ca; clerks@clarington.net; clerks@durham.ca; clerks@eastgarafraxa.ca; clerks@eastgwillimbury.ca; clerks@erin.ca; clerks@essex.ca; clerks@georgianbluffs.ca; clerks@georgina.ca; clerks@greatersudbury.ca; clerks@greyhighlands.ca; clerks@grimsby.ca; clerks@guelph.ca; clerks@kawarthalakes.ca; clerks@king.ca; clerks@kitchener.ca; clerks@lincoln.ca; clerks@markham.ca; clerks@newmarket.ca; clerks@norfolkcounty.ca; clerks@northperth.ca; clerks@notl.com; clerks@oshawa.ca; clerks@pelham.ca; clerks@pickering.ca; clerks@richmondhill.ca; clerks@sarnia.ca; clerks@simcoe.ca; clerks@southgate.ca; clerks@stcatharines.ca; clerks@tillsonburg.ca; clerks@timmins.ca;

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deputyclerk@northglengarry.ca; deputyclerk@tayvalleytwp.ca; dholmes@melancthontownship.ca; diannesayer3@hotmail.com; dleroux@uxbridge.ca; dlivingstone@hamiltontownship.ca; dmctavish@enniskillen.ca; dnewhook@algonquinhighlands.ca; doug.irwin@trenthills.ca; dplumley@frontenacislands.ca; dsauriol@lvtownship.ca; ecartlidge@ahtwp.ca; edance@huronkinloss.com; egunnell@callander.ca; elklake@ntl.sympatico.ca; eric.bizier@valharty.ca; esweeney@owensound.ca; gcoulombe@matticevalcote.ca; gilesp@tbaytel.net; gillies@gilliestownship.com; gkosch@wellesley.ca; glecuyer@fortfrances.ca; Glen Martin (Johnson Twp) < gmartin@johnsontownship.ca>; gmaracle@deseronto.ca; graham.milne@halton.ca; Hanover <civic@hanover.ca>; harris@parolink.net; hboardman@amaranth.ca; hpihulak@kenora.ca; hscott@osmtownship.ca; huronadmin@huroncounty.ca; hvilleneuve@easthawkesbury.ca; info@adelaidemetcalfe.on.ca; info@admastonbromley.com; info@amaranth.ca; info@antownship.ca; info@assiginack.ca; info@chamberlaintownship.com; info@charltonanddack.com; info@chisholm.ca; info@gravenhurst.ca; info@ignace.ca; info@lambtonshores.ca; info@larderlake.ca; info@madawaskavalley.ca; info@marathon.ca; info@mattawa.ca; info@moosonee.ca; info@pelee.ca; info@plummertownship.ca; info@plympton-wyoming.ca; info@ptbocounty.ca; info@snnf.ca; info@stcharlesontario.ca; info@townshipofperry.ca; info@westgrey.com; jalexander@tecumseh.ca; jallen@latchford.ca; jamini@frontenaccounty.ca; jastrologo@lasalle.ca; jault@frontofyonge.com; jbaranek@stclairtownship.ca; jbrizard@nationmun.ca; jburke@espanola.ca; jburns@villageofpointedward.com; jdavis@brucemines.ca; jdenkers@brookealvinston.com; jdyson@westlincoln.ca; jennifera@wellington.ca; jgalvao@ramara.ca; jharfield@mississippimills.ca; jillian@hiltonbeach.com; jlecours@hearst.ca; jmellon@deepriver.ca; jnethercott@thamescentre.on.ca; jralph@lanarkcounty.ca; jsmith@woolwich.ca; jwalters@greaternapanee.com; jwhite@huronkinloss.com; karen.mcisaac@northbay.ca; karin@baldwin.ca; katie.scott@blindriver.ca; Kayla Thibeault <kayla.thibeault@gravenhurst.ca>; 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mcannon@mcnabbraeside.com; mducharme@westnipissing.ca; melaniebilodeau@nairncentre.ca; melliott@bayham.on.ca; mfranken@stratford.ca; mgivens@pertheast.ca; mhartling@manitouwadge.ca; mhudson@antownship.ca; mivanic@middlesex.ca; mkonefal@stthomas.ca; mlevesque@cornwall.ca; Moosonee <deputyclerk@moosonee.ca>; mouellet@clarencerockland.com; mperson@petrolia.ca; mrobinson@englehart.ca; mtownsend@townofgrandvalley.ca; mtruelove@rideaulakes.ca; municipalclerk@townshipofthenorthshore.ca; municipality@eastferris.ca; Muskoka Lakes <crystal.paroschy@muskokalakes.ca>; natashia@huronshores.ca; Natha Hyde <Nathan.Hyde@caledon.ca>; Nathalie Vachon <nathalie.vachon@townsrf.ca>; naustin@sundridge.ca; nbray@city.elliotlake.on.ca; neebing@neebing.org; nhunley@shuniah.org; Nicole Martin <nmartin@amaranth.ca>; njohnston@northdundas.com; nmoore@hortontownship.ca; nvachon@fauquierstrickland.com; office@townshipofjoly.com; onlin@temiskamingshores.ca; patty.sinnamon@chatsworth.ca; pcress@townofnemi.on.ca; Peggy Greco (Prince Twp)

<pgreco@twp.prince.on.ca>; pembroke@pembroke.ca; Pemon@renfrew.ca; pgilchrist787@gmail.com; pparker@kingsville.ca; rainyriver@tbaytel.net; regional.clerk@peelregion.ca; regional.clerk@york.ca; renee.chaperon@springwater.ca; rforgette@markstay-warren.ca; rjohnson@townofparrysound.com; Rod Wood/Valerie Obarjemarski (Hilton Twp) <admin@hiltontownship.ca>; rreymer@lucanbiddulph.on.ca; rrogers@highlandseast.ca; rwilliams@twpec.ca; salmas@collingwood.ca; Samantha Browne <sbrowne@city.elliotlake.on.ca>: sandersc@northumberlandcounty.ca; sarah.goldrup@grey.ca; sblair@carletonplace.ca; scarr@gorebay.ca; scooper@penetanguishene.ca; sdickey@smithsfalls.ca; sdion@casselman.ca; sedgar@midland.ca; sgirard@Hawkesbury.ca; SJohnson@brockton.ca; smatheson@blandfordblenheim.ca; sue.bates@atikokan.ca; swalton@tiny.ca; tatkinson@mulmur.ca; tbennett@marmoraandlake.ca; tchoinard@centrehastings.com; tgorgerat@khrtownship.ca; thallam@morristurnberry.ca; thornloe@outlook.com; Tina Merner <tmerner@lucanbiddulph.on.ca>; tkretschmer@duttondunwich.on.ca; tmckenzie@lennox-addington.on.ca; toc@colemantownship.ca; Town of Spanish <info@townofspanish.com>; townclerk@milton.ca; townclerk@oakville.ca; townclerk@picklelake.org; townkap@ntl.sympatico.ca; townshipofmorley@gmail.com; tpatterson@hanover.ca; treasure@ntl.sympatico.ca; treasurer@blackriver-matheson.com; Treasurer@iroguoisfalls.com; twphill@parolink.net; twpopas@persona.ca; valeriep@haltonhills.ca; virginiamontminy@evanturel.com; wayne.hanchard@oliverpaipoonge.on.ca; wendy.cooke@barrie.ca; wjaques@ezt.ca; yaubichon@oro-medonte.ca; yrobert@ektwp.ca Subject: Resolution of Support for the Municipality of Tweed -

#### Good afternoon,

Please find attached correspondence from the Municipality of Wawa regarding a resolution of support to implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities.

## Regards,

Sue Lord Administrative Assistant Municipality of Wawa 40 Broadway Avenue P.O. Box 500 Wawa, ON POS 1K0 Phone: (705) 856-2244 Ext. 221 Fax: (705) 856-2120 E-mail: <u>slord@wawa.cc</u> Website: <u>www.wawa.cc</u>

If you have any accommodation needs or require communication supports or alternate formats, please let me know.

#### CONFIDENTIALITY WARNING:

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Resolution # 2024- 10(0

Date: September 18, 2024

Moved by:

Tailetox Seconded by:

WHEREAS the Council of the Corporation of Hilliard received correspondence from the Municipality of Tweed dated June 17, 2024 regarding a request for the government to implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities; **THEREFORE BE IT RESOLVED** that the Council of the Corporation of Hilliard does hereby endorse the letter from the Municipality of Tweed and request the Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities and; **FURTHERMORE** that a copy of the resolution be circulated to Premier Doug Ford, Minister of Solicitor General, Minister of Finance, the Association of Municipalities of Ontario and all Municipalities in Ontario.

Councillor	For	Against
Bolesworth, Laurie		
Lane, Dan	A	
Veley, Phil	V	
Peckover, Karen	~	
Carleton, Betty		
Carried		
Defeated		

#### Municipality of Tweed Council Meeting Council Meeting

Resolution No.229Iitle:Councillor P. ValiquetteDate:Tuesday, April 23, 2024



Moved byP. ValiquetteSeconded byJ. Palmateer

WHEREAS it is apparent that the Ontario Government has overlooked the needs of small rural Ontario; AND WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads, bridges, water/ wastewater and municipally owned buildings including recreational facilities, libraries and other tangible capital assets;

AND WHEREAS small rural Ontario's operating needs consume the majority of property tax revenue sources;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS in 2015 the provincial government moved to standardized billing for all non-contract J.P.P. (5.1) locations;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway; and \$534 million to Ottawa for the repatriation of Hwy 174;

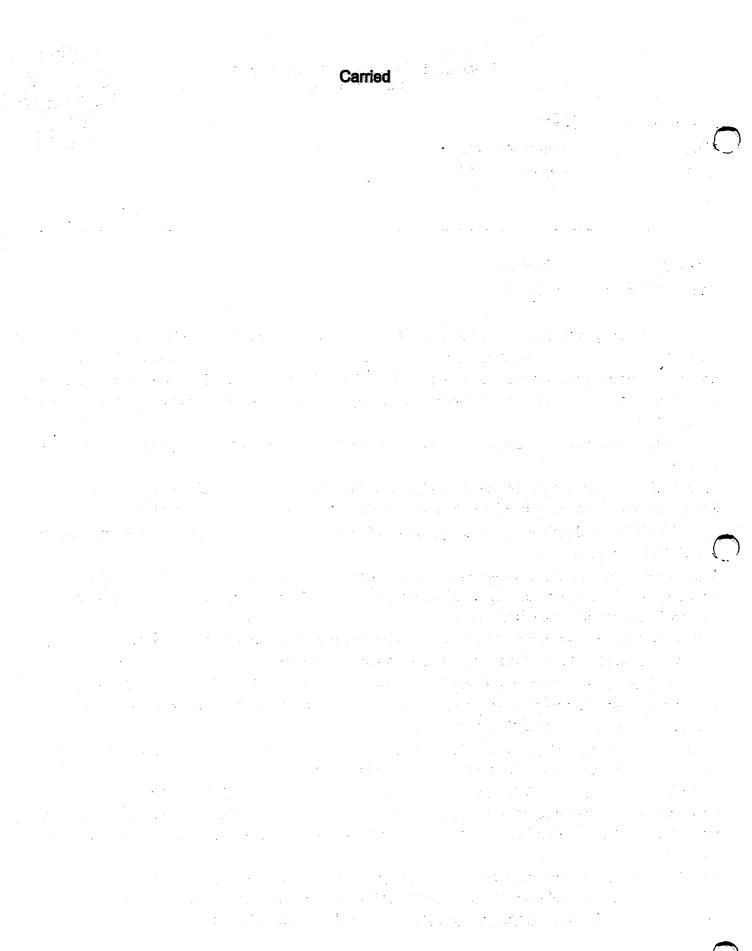
AND WHEREAS the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract (5.1) municipalities is approximately \$428 million;

AND WHEREAS this annual cost is significantly less than the repatriation costs of the Gardiner Express Way, the Don Valley Parkway and Highway 174 (Ottawa Region) but provides a greater impact to the residents of the Province overall;

AND WHEREAS this will afford relief to small rural municipalities for both infrastructure and operating needs while having a minimal impact on the provincial budget;

NOW THEREFORE BE IT RESOLVED THAT The Municipality of Tweed call on the Ontario Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities;

AND FURTHER, that Council direct staff to circulate this resolution to Premier Doug Ford (premier@ontario.ca), Minister of Solicitor General, Minister of Finance, and to the Association of Municipalities of Ontario (amo@amo.on.ca) and all Municipalities in Ontario.



Page 67 of 312



A Growing Tradition

Town of Bradford West Gwillimbury 100 Dissette Street, Unit 4, P.O. Box 100 Bradford, Ontario, Canada L3Z 2A7

Phone: 905-775-5366 jleduc@townofbwg.com www.townofbwg.com

September 20, 2024

**BY E-MAIL** 

Hon. Andrea Khanjin, Minister of the Environment, Conservation and Parks 5th Floor 777 Bay St. Toronto, ON M7A 2J3

Dear Minister Khanjin:

#### Ontario Deposit Return Program

I hope this letter finds you well. I am writing to formally address the recent discussions surrounding the Ontario Deposit Return Program, particularly regarding our community residents asking us about the recycling of nonalcoholic beverage plastics.

Whereas the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions, we recognize the potential for similar success with nonalcoholic beverages.

The Ministry of the Environment, Conservation and Parks highlighted in their June 2023 letter that they are considering the adoption of a deposit-and-return system for nonalcoholic beverages. This initiative presents a unique opportunity to further promote recycling, reduce litter, and encourage sustainable practices among consumers.

Therefore, I am proud to announce that our Council endorses the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers. We believe that this expansion will not only enhance environmental stewardship but also foster a culture of sustainability within our community.

We encourage all stakeholders to support this initiative and work collaboratively towards its implementation. Together, we can make a significant impact on our environment and set a positive example for future generations.

Yours truly,

/Mayor James Leduc Town of Bradford West Gwillimbury

CC:

Hon. Peter Bethlenfalvy, Minister of Finance Hon. Caroline Mulroney, Member of Provincial Parliament for York-Simcoe MPP Sandy Shaw, Opposition Environment, Conservation and Parks Critic Ontario's Municipal Councils and Conservation Authorities Ministry of Agriculture, Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor Toronto, Ontario M7A 1B3 Tel: 416-326-3074 Ministère de l'Agriculture, de l'Alimentation et de l'Agroalimentaire

Bureau du ministre



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

September 24, 2024

Denis Turcot CAO Municipality of St. Charles dturcot@stcharlesontario.ca

Dear Mr. Turcot:

I am pleased to share that the governments of Canada and Ontario are investing up to \$1.5 million in our new Agricultural Workforce Equity and Diversity Initiative (AWEDI) to help minority groups start and grow businesses in the agri-food sector.

Funded through the Sustainable Canadian Agricultural Partnership (Sustainable CAP), AWEDI provides grants of up to \$100,000 to support agribusiness ventures led by underrepresented groups, including Indigenous peoples, 2SLGBTQI+ people, persons with disabilities, youth, women or members of French linguistic minority communities.

AWEDI is open to applications from organizations, research bodies, municipalities or Indigenous communities. Successful projects will support underrepresented groups in accessing spaces and equipment to grow or process agri-food products, as well as resources to help with financing.

Applications will open on October 8, 2024, and will be open until December 3, 2024.

Our government is committed to increasing the entrepreneurial diversity of our agricultural sector through our Grow Ontario Strategy. AWEDI will reinforce additional efforts our government has taken to cultivate agri-food talent, while enabling more Ontarians to share in the success of our growing agri-food industry. Should you have any questions about this or any other Ministry programs, please call 1-877-424-1300.

Sincerely,

Rob Flack 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 Ministry of Agriculture, Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor Toronto, Ontario M7A 1B3 Tel: 416-326-3074 Ministère de l'Agriculture, de l'Alimentation et de l'Agroalimentaire

Bureau du ministre



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

## Le 24 septembre 2024

Bonjour,

Je suis heureux de vous annoncer que les gouvernements du Canada et de l'Ontario investissent jusqu'à 1,5 million de dollars dans notre nouvelle Initiative pour l'équité et la diversité dans le secteur agricole (IEDSA) afin d'aider les groupes minoritaires à lancer et à faire croître des entreprises dans le secteur agroalimentaire.

Financée dans le cadre du Partenariat canadien pour une agriculture durable (PCA durable), l'IEDSA offre des subventions pouvant atteindre 100 000 \$ pour appuyer les agroentreprises dirigées par groupes sous-représentés, y compris des Autochtones, des personnes 2SLGBTQI+, des personnes handicapées, des jeunes, des femmes ou des membres de collectivités francophones minoritaires.

L'IEDSA accepte les demandes d'organismes, d'organismes de recherche, de municipalité ou de collectivités autochtones. Les projets retenus appuieront des groupes sous-représentés dans l'accès à des lieux et à du matériel pour cultiver ou transformer des produits agroalimentaires, ainsi qu'à des ressources pour les aider avec le financement.

La période de réception des demandes s'amorce le 8 octobre 2024 et se poursuivra jusqu'au 3 décembre 2024.

Notre gouvernement est déterminé à accroître la diversité entrepreneuriale de notre secteur agricole grâce à notre stratégie Cultiver l'Ontario. L'IEDSA renforcera les efforts additionnels consentis par notre gouvernement pour cultiver le talent agroalimentaire, tout en permettant à une part plus importante de la population ontarienne de participer au succès de notre industrie. Si vous avez des questions concernant ce programme ou d'autres programmes du ministère, veuillez composer le 1 877 424-1300.

Veuillez recevoir mes plus cordiales salutations.

Le ministre de l'Agriculture, de l'Alimentation et de l'Agroentreprise,



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

# Tammy Godden

From:	Kari Hanselman <kari.hanselman@eastferris.ca></kari.hanselman@eastferris.ca>
Sent:	September 25, 2024 1:09 PM
То:	ROMA; resolutions@amo.on.ca; Fedeli, Vic
Cc:	abushell@southwestmiddlesex.ca; acarter@pertheast.ca; admin@baldwin.ca;
	admin@casey.ca; admin@harley.ca; admin@hiltontownship.ca; admin@hudson.ca;
	admin@jocelyn.ca; admin@kerns.ca; admin@mattawan.ca;
	admin@nipissingtownship.com; admin@mindenhills.ca; admin@puslinch.ca;
	admin@sundridge.ca; administration@clarence-rockland.com; adminmachar@vianet.ca;
	aeuler@dryden.ca; afisher@goderich.ca; agray@severn.ca; Amanda Gubbels;
	ahobbs@assiginack.ca; ahumphries@cityofwoodstock.ca; alberton@jam21.net;
	alice.mercier@cochraneontario.com; alison.collard@champlain.ca;
	amy.honen@mattawa.ca; andrea.bolton@uclg.on.ca;
	Angie.cathrae@southbrucepeninsula.com; annetteg@eganville.com; Christina Edwards-
	Scott; annilene@town.minto.on.ca; aquinn@powassan.net; Rochefort, Annie;
	asage@northdumfries.ca; ashleyk@northmiddlesex.on.ca; athens@myhighspeed.ca;
	awettlaufer@zorra.ca; awhalen@sables-spanish.ca; bangione@hbmtwp.ca;
	bboyington@hbmtwp.ca; bbrooks@stonemills.com; bdakin@strathroy-caradoc.ca;
	bdrury@georgianbluffs.ca; belindaketchabaw@nairncentre.ca;
	beth.morton@townshipofperry.ca; bgravel@moonbeam.ca;
	bradleyc@hastingscounty.com; brethour@parolink.net; burpeemills@vianet.ca;
	bylaw@northmiddlesex.on.ca; c.parent@northkawartha.ca; cao@bayham.on.ca;
	cao@calvintownship.ca; cao@centrehastings.com; cao@chapleau.ca;
	cao@chapple.on.ca; cao@elgin.ca; cao@emo.ca; cao@hornepayne.ca;
	cao@laurentianhills.ca; cao@merrickville-wolford.ca; cao@northglengarry.ca;
	cao@quintewest.ca; cao@redrocktownship.com; cao@schreiber.ca; cao@southwold.ca;
	cao@terracebay.ca; cao@villageofwestport.ca; cao@whiteriver.ca; cao-
	clerk@oliverpaipoonge.on.ca; case@newbury.ca; cbeauvais@municipalityofkillarney.ca;
	cblumenberg@pecounty.on.ca; ccalder@northstormont.ca; cchild@twpbrm.ca;
	cdoiron@brighton.ca; Chantal.Guillemette@kapuskasing.ca; choward@petawawa.ca;
	christine.goulet@redlake.ca; cindy.filmore@townofkearney.ca;
	city.clerk@mississauga.ca; cityclerk@cityofkingston.ca; cityclerk@cityssm.on.ca;
	cityclerk@portcolborne.ca; cityclerk@thunderbay.ca; cityclerks@barrie.ca;
	cityclerksoffice@brampton.ca; civic@hanover.ca; cjeffery@seguin.ca; ckclerk@chatham-
	kent.ca;
	clebrun@southdundas.com; clerk.administrator@tehkummah.ca;
	clerk@acwtownship.ca;
	clerk@amherstburg.ca;
	clerk@brockville.com; clerk@burksfalls.ca; clerk@callander.ca; clerk@carlowmayo.ca;
	clerk@centralhuron.com; clerk@cobourg.ca; Clerk@collingwood.ca; clerk@cornwall.ca;
	clerk; clerk@cramahe.ca; clerk@dawneuphemia.on.ca; clerk@dufferincounty.ca;
	clerk@ektwp.ca; clerk@elliotlake.ca; clerk@evanturel.com; clerk@faraday.ca; Melanie
	Bouffard; clerk@gananoque.ca; clerk@gordonbarrieisland.ca;
	clerk@greatermadawaska.com; clerk@haldimandcounty.on.ca; clerk@hamilton.ca;
	clerk@headclaramaria.ca; clerk@howick.ca; clerk@huntsville.ca; clerk@huroneast.com;
	clerk@ignace.ca; clerk@kincardine.ca; clerk@lakeshore.ca; clerk@lanarkcounty.ca;
	clerk@loyalist.ca; clerk@lucanbiddulph.on.ca; clerk@madoc.ca;
	clerk@magnetawan.com; clerk@malahide.ca; clerk@manitouwadge.ca;
	clerk@mckellar.ca; clerk@mcmurrichmonteith.com; clerk@meaford.ca;
	clerk@middlesexcentre.ca; clerk@mulmur.ca; clerk@municipalityofbluewater.ca;
	clerk@muskoka.on.ca; clerk@nalgonawil.com; clerk@niagarafalls.ca;

clerk@niagararegion.ca; clerk@northernbruce.ca; clerk@northgrenville.on.ca; clerk@oilsprings.ca; clerk@papineaucameron.ca; clerk@perth.ca; clerk@perthcounty.ca; clerk@perthsouth.ca; clerk@porthope.ca; clerk@ryersontownship.ca; clerk@saugeenshores.ca; clerk@shelburne.ca; clerk@shuniah.org; clerk@siouxlookout.ca; clerk@southalgonguin.ca; clerk@southbruce.ca; clerk@southglengarry.com; clerk@southhuron.ca; clerk@southriver.ca; clerk@stirlingrawdon.com; clerk@strongtownship.com; clerk@swox.org; clerk@tarbutt.ca; clerk@tayvalleytwp.ca; clerk@temagami.ca; clerk@temiskamingshores.ca; clerk@thorold.ca; clerk@tkl.ca; clerk@townofbwg.com; clerk@township.limerick.on.ca; clerk@townshipleeds.on.ca; clerk@trentlakes.ca; clerk@tudorandcashel.com; clerk@tweed.ca; clerk@tyendinagatownship.com; clerk@valharty.ca; clerk@wasagabeach.com; clerk@welland.ca; clerk@westelgin.net; clerk@westgrey.com; clerk@westperth.com; clerk@whitby.ca; clerk@wollaston.ca; clerkadmin@stjosephtownship.com; clerkadministrator@township.montague.on.ca; clerkplanning@northfrontenac.ca; clerks@ajax.ca; clerks@aurora.ca; clerks@brant.ca; clerks@brantford.ca; clerks@brock.ca; clerks@burlington.ca; clerks@cambridge.ca; Clerks@centrewellington.ca; clerks@citywindsor.ca; clerks@clarington.net; clerks@clearview.ca; clerks@durham.ca; clerks@eastgwillimbury.ca; Clerks@erin.ca; clerks@essex.ca; clerks@gbtownship.ca; clerks@georgina.ca; clerks@get.on.ca; clerks@greatersudbury.ca; clerks@greyhighlands.ca; clerks@grimsby.ca; clerks@quelph.ca; clerks@hamiltontownship.ca; clerks@ingersoll.ca; clerks@king.ca; clerks@kitchener.ca; clerks@lambtonshores.ca; clerks@leamington.ca; Clerks; clerks@markham.ca; clerks@midland.ca; clerks@newmarket.ca; clerks@newtecumseth.ca; clerks@norfolkcounty.ca; clerks@notl.com; clerks@oshawa.ca; clerks@owensound.ca; clerks@peterborough.ca; clerks@pickering.ca; clerks@richmondhill.ca; Amy Burkhart; clerks@scugog.ca; clerks@simcoe.ca; clerks@springwater.ca; clerks@stcatharines.ca; clerks@stratford.ca; clerks@tillsonburg.ca; clerks@timmins.ca; clerks@townofws.ca; clerks@vaughan.ca; clerksdept@orangeville.ca; clerks@northperth.ca; clerk@strathroy-caradoc.ca; clerksoffice@cityofnorthbay.ca; clerksoffice@innisfil.ca; clerksoffice@oxfordcounty.ca; clerksoffice@ptbocounty.ca; clerksoffice@town.stmarys.on.ca; ClerksOffice@townofmono.com; clerksoffice@trenthills.ca; clerktreasurer@blrtownship.ca; clerktreasurer@visitmachin.com; cmacmunn@centralfrontenac.com; cmcgregor@twp.beckwith.on.ca; cmiller@whitewaterregion.ca; cmunro@mississippimills.ca; cobalt@cobalt.ca; cockburnisland1@gmail.com; communications@belleville.ca; conmee@conmee.com; council@peelregion.ca; cpage@cavanmonaghan.net; CParoschy@muskokalakes.ca; critchie@kawarthalakes.ca; cryder@dnetownship.ca; cschofield@forterie.ca; CSykes@lakeofbays.on.ca; cwhite@antownship.ca; cwray@twpbrm.ca; dan.thibeault@armstrong.ca; dawsontwp@tbaytel.net; ddeforge@centralmanitoulin.ca; debbie@thessalon.ca; deputyclerk@armourtownship.ca; deputyclerk@blrtownship.ca; deputyclerk@hornepayne.ca; deputyclerk@khrtownship.ca; deputyclerk@marathon.ca; deputyclerk@merrickville-wolford.ca; deputyclerk@twp.prince.on.ca; deputyclerktreasurer@matachewan.ca; dholmes@melancthontownship.ca; dleroux@uxbridge.ca; Duncan McTavish; dnewhook@algonguinhighlands.ca; dwilson@centralelgin.org; edance@billingstwp.ca; elklake@ntl.sympatico.ca; email@huronshores.ca; fhamilton@brockton.ca; gcoulombe@matticevalcote.ca; gdombroski@madawaskavalley.ca; generalmail@blandfordblenheim.ca; gillies@gilliestownship.com; gjackson@orillia.ca; gkosch@wellesley.ca; glecuyer@fortfrances.ca; gmaracle@deseronto.ca; harris@parolink.net; havbelmet@hbmtwp.ca; hmartin@pembroke.ca; hpihulak@kenora.ca; hscott@osmtownship.ca; hvilleneuve@easthawkesbury.ca; hwillford@pelham.ca; info@adelaidemetcalfe.on.ca; info@admastonbromley.com; info@amaranth.ca;

info@blindriver.ca; info@brucemines.ca; info@chamberlaintownship.com; info@charltonanddack.com; info@eastgarafraxa.ca; info@gravenhurst.ca; info@lairdtownship.ca; info@larderlake.ca; info@lvtownship.ca; info@markstaywarren.ca; info@matticevalcote.ca; info@nipigon.net; info@osmtownship.ca; info@pelee.ca; info@plummertownship.ca; Info Plympton-Wyoming; info@renfrew.ca; info@selwyntownship.ca; info@southstormont.ca; Info; j.leblond@chisholm.ca; jallen@latchford.ca; jamini@frontenaccounty.ca; jastrologo@lasalle.ca; jault@frontofyonge.com; jbaranek@stclairtownship.ca; jbrick@town.aylmer.on.ca; JBrizard@nationmun.ca; Jim Burns; jconnor@ramara.ca; jdavis@brucemines.ca; Janet Denkers; jennifera@wellington.ca; jfentir@elgin.ca; jharfield@mississippimills.ca; jillian@hiltonbeach.com; jlecours@hearst.ca; jmellon@deepriver.ca; jscime@westlincoln.ca; jthompson@southfrontenac.net; Julie.Finley-Swaren@waterloo.ca; jwalters@greaternapanee.com; jwhite@huronkinloss.com; k.picken@northkawartha.ca; karmstrong@norwich.ca; kballance@ear-falls.com; kbester@powassan.net; kbunting@middlesex.ca; kcasselman@sdgcounties.ca; kjohns@tay.ca; kjohnston@morristurnberry.ca; kmcllwain@carling.ca; kpelletier@mcgarry.ca; kpreston@orillia.ca; Kristina.miousse@greenstone.ca; Kristine.horst@pelee.ca; kvroom@magnetawan.com; kwallace@wellington-north.com; kzamojski@arnprior.ca; lakeofthewoodstwp@tbaytel.net; laura.hall@caledon.ca; lavalley@nwonet.net; lbrandt@magnetawan.com; Lindsay Cline; lduguay@onlink.net; legislative.services@caledon.ca; lgreen@southgate.ca; Girard, Sonia; Ihclerk@lanarkhighlands.ca; llee@mcnabbraeside.com; llehr@essatownship.on.ca; Imcdonald@bracebridge.ca; lveltkamp@prescott.ca; lwest@mcdougall.ca; lwheeler@mapleton.ca; LWhite@brucecounty.on.ca; mail@townofgrandvalley.ca; MartinaC@dourodummer.on.ca; mavis@doriontownship.ca; mbaumann@smithsfalls.ca; mbirch@countyofessex.ca; mbishop@dysartetal.ca; Cadieux, Melissa Claire; mducharme@westnippissing.ca; melaniebilodeau@nairncentre.ca; mford.mayor@alberton.ca; michelle.hendry@whitestone.ca; mkirkham@wainfleet.ca; mkonefal@stthomas.ca; mmartin@thearchipelago.ca; Monica Hawkins; mrobinson@englehart.ca; mrutter@haliburtoncounty.ca; mspratt@arnprior.ca; mtaylor@carling.ca; mtruelove@rideaulakes.ca; municipalclerk@townshipofthenorthshore.ca; neebing@neebing.org; njohnston@northdundas.com; nmartin@amaranth.ca; nvachon@fauquierstrickland.com; Office@townshipofjoly.com; officeclerk@augusta.ca; officeclerk@bonfieldtownship.com; ojacob@arnprior.ca; pamlortie@townofspanish.com; pcress@townofnemi.on.ca; people@johnsontownship.ca; petrolia@petrolia.ca; pgilchrist787@gmail.com; pkemp@ahtwp.ca; PPMClerks@london.ca; psinnamon@chatsworth.ca; rainyriver@tbaytel.net; rauger@tecumseh.ca; reception@hortontownship.ca; regionalclerk@halton.ca; regionalclerk@regionofwaterloo.ca; regionalclerk@york.ca; Rick.OConnor@ottawa.ca; rjohnson@townofparrysound.com; rrogers@highlandseast.ca; rwilliams@twpec.ca; sarah.goldrup@grey.ca; sblair@carletonplace.ca; scarr@gorebay.ca; scasey@dubreuilville.ca; scooper@penetanguishene.ca; scronin@huroncounty.ca; Girard, Sonia; Sheena.Earl@uclg.on.ca; shuschilt@hastingshighlands.ca; sjohnson@brockton.ca; skerr@frontenacislands.ca; skitchen@kingsville.ca; sue.bates@atikokan.ca; swalton@tiny.ca; tbennett@marmoraandlake.ca; Tammy Godden; tgorgerat@khrtownship.ca; thallam@morristurnberry.ca; thornloe@outlook.com; tkretschmer@duttondunwich.on.ca; tmckenzie@lennox-addington.on.ca; tmichiels@thamescentre.on.ca; to; toc@colemantownship.ca; town@espanola.ca; townclerk@milton.ca; townclerk@oakville.ca; townclerk@picklelake.org; townclerk@thebluemountains.ca; townshipofgauthier@hotmail.com; townshipofmorley@gmail.com; Treasurer@iroquoisfalls.com; twphill@parolink.net;

Cc:	twpoconn@tbaytel.net; twpopas@persona.ca; valeriep@haltonhills.ca; veronique.dion@townsrf.ca; vmcdonald@hanover.ca; wjaques@ezt.ca; wkabel@snnf.ca; woolwich.mail@woolwich.ca; yaubichon@oro-medonte.ca; mantond@cambridge.ca; Tammy Godden; sandersc@northumberland.ca; Armour; Callander; Chisholm; Joly;
Subject:	Kearney; Machar; Parry Sound; Ryerson; Sundridge; clerk@lincoln.ca Resolution - Combined ROMA/AMO Annual Conference
Attachments:	Resolution No. 2024-204 Combined ROMA and AMO Conference.pdf

Good afternoon,

Please find attached a resolution adopted by Council for the Municipality of East Ferris regarding calling on both the ROMA and AMO Boards to establish a combined ROMA/AMO Annual Conference.

Kind regards,

## Kari Hanselman, Dipl. M.A.



### 25 Taillefer Road, Corbeil, ON P0H 1K0

#### T: 705-752-2740 ext. 235 | F: 705-752-2452 | W: eastferris.ca

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#### REGULAR COUNCIL MEETING HELD September 24<sup>th</sup>, 2024

2024-204 Moved by Councillor Champagne Seconded by Councillor Trahan

WHEREAS on February 27<sup>th</sup>, 2024, Council for the Municipality of East Ferris supported a resolution received from the Town of Petrolia calling upon both the Rural Ontario Municipal Association (ROMA) and Ontario Good Roads Association (OGRA) Boards to re-establish a combined OGRA and ROMA annual conference;

AND WHEREAS on May 16<sup>th</sup>, 2024, correspondence was received from ROMA Chair, Robin Jones, stating that in 2019 the ROMA Board of Directors and the OGRA Executive Committee decided not to hold a joint conference, but agreed that there are matters the organizations can work together on;

AND WHEREAS with ROMA being the rural voice of the Association of Municipalities of Ontario (AMO) it makes great sense for the ROMA and AMO conferences to be a combined conference, not only financially for municipalities but also for availability for participation of members of Council and staff;

AND WHEREAS these conferences afford a vital opportunity for delegations with members of our provincial parliament, moving to a combined ROMA/AMO conference provides a better respect to their availability and participation;

NOW THEREFORE BE IT RESOLVED that the Council for the Municipality of East Ferris call upon both the ROMA & AMO Boards to establish a combined ROMA/AMO annual conference;

BE IT FURTHER RESOLVED should the conferences be combined and held during the winter months, as has been past practice for the ROMA conference, that a hybrid participation option be considered as winter weather can be unpredictable and not all persons who wish to attend can do so in person;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to ROMA, AMO, MPP Vic Fedeli, and all municipalities in Ontario.

**Carried Mayor Rochefort** 

eastferris.ca



CERTIFIED to be a true copy of Resolution No. 2024-204 passed by the Council of the Municipality of East Ferris on the 24th day of September, 2024.

KHauselmen

Kari Hanselman, Dipl. M.A. Clerk

T: 705-752-2740 E: municipality@eastferris.ca 25 Taillefer Road, Corbeil, ON. P0H 1K0

eastferris.ca



September 25, 2024

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

Dear: Honourable Doug Ford

#### **RE: Public Sector Salary Disclosure**

The Council of the Corporation of Tay Valley Township at its meeting held on September 24<sup>th</sup>, 2024 adopted the following resolution:

#### **RESOLUTION #C-2024-09-16**

MOVED BY: Greg Hallam SECONDED BY: Wayne Baker

**"THAT**, the Council of the Corporation of Tay Valley Township support the Township of Stirling-Rawdon's resolution regarding Public Sector Salary Disclosure;

**THAT,** the Public Sector Salary Disclosure Act be updated to reflect the inflation rates since 1996;

**THAT,** the Act be further updated so that the inflation rate is applied each year to the requirement to report public salaries;

**AND THAT,** this resolution be sent to the Province of Ontario Premier's Office, the Ministry of Municipal Affairs and Housing, the Association of Municipalities of Ontario and all Ontario Municipalities."

ADOPTED

Page 77 of 312



If you require any further information, please do not hesitate to contact the undersigned at (613) 267-5353 ext. 130 or <a href="mailto:deputyclerk@tayvalleytwp.ca">deputyclerk@tayvalleytwp.ca</a>

Sincerely,

Aarm wat ->

Aaron Watt, Deputy Clerk

Cc: Ministry of Municipal Affairs and Housing Association of Municipalities of Ontario (AMO) All Ontario Municipalities

	Ministry of Natura	l Resources	Ministère des Richesses naturelles		
	Corporate Management and Information Division		Division de la gestion des affaires ministérielles et de l'information	Ontario 🕅	
	Digital, Data, Information and Business Services Branch		Direction du numérique, des données, de l'information et des services opérationnels		
	300 Water Street, Peterborough, ON I	K9J 3C7	300, rue Water, Peterborough, ON K9J 3C7		
-	То:	Imagery Collection Partners			
I	From:	Larissa Mathewson-Brake			
I	Date:	September 26, 2024			
Ş	Subject:	New government funding for Ontario imagery			

I am reaching out to provide an update on the Ministry of Natural Resources' imagery program. Earlier this year, Land Information Ontario transitioned to Geospatial Ontario (GEO). This change aims to enhance access to geospatial data and improve services for Ontarians.

As a part of this transition, the Government of Ontario will now fully fund the collection of aerial imagery across the province. Beginning this year, organizations that need imagery will no longer be required to contribute to the acquisition cost. Imagery acquisitions are scheduled to continue as planned. All imagery will be released under the Open Government Licence of Ontario, making it available to everyone as soon as it is ready as a mappable product. Regularly visit the <u>Geospatial Ontario Imagery</u> <u>Program</u> page to stay up to date on future acquisitions, imagery releases and new public internet-based imagery services.

The transition to Geospatial Ontario allows us to centralize and modernize our geospatial services, making critical datasets more accessible. Please stay tuned for further updates on the availability of imagery and data services.

For further questions, please contact the imagery team at <u>imagery@ontario.ca</u>.

Sincerely,

Larissa Mathewson-Brake Director, Digital, Data, Information and Business Services Branch Corporate Management and Information Division Ministry of Natural Resources



## The Corporation of the Town of Cobourg

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

Sent via email

September 27, 2024

Please be advised that the Town of Cobourg Council, at its meeting held on September 25, 2024, passed the following resolution:

WHEREAS the increased importation and use of non-Original Equipment Manufacturer (OEM) aftermarket batteries is presenting a significant increase in fire and explosion, putting citizens and responding personnel in danger; and

WHEREAS these aftermarket batteries are not Underwriter Laboratories of Canada (ULC) certified but can be imported into Canada without any associated regulations; and WHEREAS unlicensed persons and locations can store and modify lithium-ion batteries in our communities without regulations, providing dangerous conditions within a community and charging these batteries within the home or multi-unit dwellings can result in larger fires with grave results; and

WHEREAS as Canada becomes more aware of Green Energy solutions, these batteries are used more often, increasing the danger to our communities.

NOW THEREFORE BE IT RESOLVED THAT the Town of Cobourg supports the resolution from the from Municipality of Wawa regarding regulations for the importation of safe use of lithium-ion batteries; and

FURTHER THAT the Council of the Corporation of the Town of Cobourg does hereby support the Ontario Fire Marshal's program to educate citizens on the danger associated with lithium-ion batteries and encourage every municipality to actively promote safe practices for the use of lithium-ion batteries; and

FURTHER THAT Council does hereby call upon all levels of government to enact regulations for the importation, sale, storage, and use of non-OEM or ULC certified lithium-ion batteries and that this resolution be shared with the Township of Otonabee-South Monaghan, the Ontario Municipal Fire Prevention Officers Association and all Ontario Municipalities.

Sincerely,

Kristina Lepik Deputy Clerk/Manager, Legislative Services

Ministry of Agriculture, Food and Agribusiness

Office of the Minister

77 Grenville Street, 11th Floor Toronto, Ontario M7A 1B3 Tel: 416-326-3074 Ministère de l'Agriculture, de l'Alimentation et de l'Agroentreprise

Bureau du ministre



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

September 27, 2024

Denis Turcot CAO Municipality of St. Charles dturcot@stcharlesontario.ca

Dear Mr. Turcot:

The governments of Canada and Ontario are investing up to \$1.5 million over four years to support international agri-food workers (IAWs) in Ontario through the new IAW Welcoming Communities Initiative. IAWs are key contributors to Ontario's \$51 billion agri-sector, and this investment reflects our commitment to attracting and retaining them. In doing so, we are helping to enhance their quality of life and supporting our goal of making Ontario the destination of choice for IAW's.

The IAW Welcoming Communities Initiative supports not-for-profits and municipalities such as yourself in delivering access to services and an inclusive and welcoming environment for IAWs. Eligible activities include developing translation supports, expanding transportation services, promoting cultural and recreational events, and more.

The IAW Welcoming Communities Initiative intake will open on October 8, 2024, to November 19, 2024. Successful projects can receive up to 75 per cent in cost-shared funding, up to a maximum of \$100,000. Applications demonstrating financial need may be eligible for a higher-level of cost-share funding. The initiative guidelines are available online: <a href="https://www.ontario.ca/page/international-agri-food-workers-welcoming-communities-initiative">www.ontario.ca/page/international-agri-food-workers-welcoming-communities-initiative</a>.

Please contact the Agricultural Information Contact Centre (AICC) by phone at 1-877-424-1300 or by e-mail at <u>ag.info.omafa@ontario.ca</u> if you have any questions.

Sincerely,

Rob Flack 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 Ministry of Agriculture, Food and Agribusiness

Office of the Minister

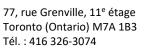
77 Grenville Street, 11th Floor Toronto, Ontario M7A 1B3 Tel: 416-326-3074

Le septembre 27, 2024

#### Bonjour,

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

Bureau du ministre





Les gouvernements du Canada et de l'Ontario investissent jusqu'à 1,5 million de dollars sur quatre ans afin de soutenir les travailleurs internationaux dans le secteur agroalimentaire (TISA) en Ontario dans le cadre de la nouvelle Initiative pour l'intégration communautaire des TISA. Les TISA sont des contributeurs essentiels au secteur agroalimentaire ontarien d'une valeur de 51 milliards de dollars, et cet investissement illustre notre engagement à les attirer et à les retenir. Ce faisant, nous aidons à améliorer leur qualité de vie et appuyons notre objectif de faire de l'Ontario la destination de choix pour les TISA.

L'Initiative pour l'intégration communautaire des TISA aide les organisations à but non lucratif et les municipalités comme la vôtre à offrir l'accès à des services et un environnement inclusif et accueillant pour les TISA. Les activités admissibles comprennent l'élaboration de soutiens à la traduction, l'élargissement des services de transport, la promotion des événements culturels et récréatifs, et plus encore.

L'appel de proposition aux termes de l'Initiative pour l'intégration communautaire des TISA s'amorcera le 8 octobre 2024 et prendra fin le 19 novembre 2024. Les projets retenus peuvent recevoir jusqu'à 75 pour cent en aide financière à frais partagés, jusqu'à un maximum de 100 000 \$. Les demandes démontrant un besoin financier peuvent être admissibles à une part plus importante d'aide financière à frais partagés. Les lignes directrices de l'initiative sont accessibles en ligne : www.ontario.ca/fr/page/initiative-pour-lintegration-communautaire-des-travailleurs-internationaux-dans-le-secteur-agroalimentaire.

Veuillez communiquer avec le Centre d'information agricole par téléphone au 1 877 424-1300 ou par courriel à <u>ag.info.omafa@ontario.ca</u> si vous avez des questions.

Veuillez recevoir mes plus cordiales salutations.

Le ministre de l'Agriculture, de l'Alimentation et de l'Agroentreprise,

Rob Flack



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



52 Seguin Street, Parry Sound, Ontario P2A 1B4 Tel: (705) 746-2101 • Fax: (705) 746-7461 • <u>www.parrysound.ca</u>

October 2, 2024

Minister Paul Calandra Municipal Affairs and Housing 777 Bay Street College Park 17<sup>th</sup> Floor, Toronto, ON M7A 2J3 Via e-mail: <u>minister.mah@ontario.ca</u>

Dear Minister Calandra,

I am writing to you as the Municipal Clerk at the Town of Parry Sound and as the municipal officer responsible for the administration of the *Municipal Elections Act, 1996* in support of <u>AMCTO's</u> recommendations calling for the comprehensive changes to *MEA*.

AMCTO members, as municipal leaders, support the interests and well-being of 235,000 municipal employees across all municipalities in this Province.

Local election administrators care about running fair and accessible elections. We care about ensuring that candidates, voters, and third-party advertisers understand their responsibilities. We care that those that may knowingly break the rules are held to account. We care that the *MEA* and the accompanying *Education Act* and *Assessment Act* are complicated pieces of legislation on their own, and more so read together.

That is why AMCTO reviews the *Act* after every local election and why the Province should be making the necessary changes to make election administration easier and the Act clearer to follow for candidates and voters within the timelines AMCTO has set out.

Never has there been a more important moment to ensure the *Act* is working well, closes gaps and provides the right enforcement tools and mechanisms to safeguard our local electoral processes from threats of foreign interference, misinformation and bad actors. Local clerks need support and guidance on how to manage these threats and deal with potential events especially considering the federal government's recent legislation on foreign interference (Bill C-70).

AMCTO convened a group of municipal staff with experience and expertise in administering local elections to present you with several recommendations for making improvements to *MEA* and calling for an overhaul of the *Act* in the long-term.

I support AMCTO's recommendations and call on you to update the *MEA* with priority and secondary recommendations by mid 2025 ahead of the 2026 election so that I can make the necessary adjustments for planning and implementation well ahead of statutory timelines imposed upon me to administer an election.

There is a provincial interest in ensuring the health of local democracy and the time to act is now – proactively instead of reactively. Election administrators face several uncertainties as we look ahead to 2026. We observe that in other jurisdictions with elections there is an increasing use of artificial intelligence (AI) and other technology to spread misinformation. There are increased levels of electoral interference. Even in Canada, we are seeing reports of more candidates and elected officials stepping back from public life because of concerns for their safety and reputations.

There also is a provincial interest for reducing administrative and operational burdens to help free up staff time to focus on other critical statutory and operational tasks such as those related to planning and development processes, municipal governance, as well as service innovation, in support of provincial priorities.

I look forward to seeing legislation introduced to update the *MEA* in the coming months to address current challenges, streamline processes, and make legislation easier to understand and administer.

Sincerely,

RiberoRhuser

Rebecca Johnson Clerk

/rj Encl.

 cc: Paul Shipway, President, AMCTO <u>president@amcto.com</u> Martha Greenberg, Deputy Minister, Ministry of Municipal Affairs and Housing <u>martha.greenberg@ontario.ca</u> Jill Dunlop, Minister of Education <u>minister.edu@ontario.ca</u> Todd McCarthy, Minister of Public & Business Service Delivery & Procurement <u>todd.mccarthy@ontario.ca</u>
 Peter Bethlenfalvy, Minister of Finance <u>Minister.fin@ontario.ca</u> Doug Ford, Premier of Ontario <u>premier@ontario.ca</u>
 Graydon Smith, MPP Parry Sound-Muskoka <u>Graydon.Smith@pc.ola.org</u> Ontario Municipal Clerks



#### THE CORPORATION OF THE TOWN OF PARRY SOUND RESOLUTION IN COUNCIL

NO. 2024 - 152						
DIVISION LIST	YES NO	DATE: October 1, 2024				
Councillor Councillor Councillor Councillor Councillor Councillor Councillor Councillor Mayor G. ASHFORD J. BELESKEY P. BORNEMAN B. KEITH D. McCANN C. McDONALD J. McGARVEY		MOVED BY: Dome SECONDED BY: Ungli				
CARRIED: DEFEATI	ED: Post	poned to:				

WHEREAS election rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections.

WHEREAS legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process,

WHEREAS the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities.

WHEREAS the Municipal Elections Act, 1996 (MEA) will be 30 years old by the next municipal and school board elections in 2026.

WHEREAS the MEA sets out the rules for local elections, the Assessment Act, 1990 and the Education Act, 1990 also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario.

WHEREAS with rules across three pieces of legislation, and the MEA containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill.

WHEREAS the Act can pose difficulties for voters, candidates, contributors and thirdparty advertisers to read, to interpret, to comply with and for election administrators to enforce.

WHEREAS while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges.

...2

WHEREAS to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities.

WHEREAS the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration.

AND WHERAS AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections.

THEREFORE BE IT RESOLVED THAT the Town of Parry Sound calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections.

AND BE IT FURTHER RESOLVED that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing (minister.mah@ontario.ca), the Minister of Education (minister.edu@ontario.ca), the Minister of Public and Business Service Delivery (todd.mccarthy@ontario.ca), Minister of Finance (Minister.fin@ontario.ca) the Premier of Ontario (premier@ontario.ca ), Parry Sound Muskoka MPP Graydon Smith and AMCTO (advocacy@amcto.com).

**Deputy Mayor Chris McDonald** 



## The Corporation of the Town of Cobourg

Honourable Doug Ford, Premier of Ontario Premier of Ontario Legislative Building Queen's Park Toronto, ON M7A 1A1 Town of Cobourg 55 King Street West, Cobourg, ON, K9A 2M2 <u>clerk@cobourg.ca</u>

**Delivered via email** Doug.fordco@pc.ola.org premier@ontario.ca

October 4, 2024

#### RE: Motion from Mayor Lucas Cleveland regarding Support of Involuntary Care for Individuals with Severe Mental Health and Addictions Issues

Please be advised that the Town of Cobourg Council, at its meeting held on September 25, 2024, passed the following resolution:

WHEREAS the Province of British Columbia has announced the creation of highly secure facilities to provide involuntary care for individuals with severe mental health and addictions issues under the Mental Health Act, including dedicated mental health units in correctional centres and regional secure care facilities; and

WHEREAS the Town of Cobourg, along with municipalities across Ontario, are facing growing challenges in addressing the complex needs of individuals with severe mental health and addictions issues, which place a significant strain on local emergency services, healthcare systems, community resources, and public safety; and

WHEREAS individuals experiencing severe mental health and addictions issues often cannot voluntarily seek the care they need, and involuntary care, provided with compassion and appropriate safeguards, can ensure they receive the necessary treatment to help stabilize their condition and improve community safety.

NOW THEREFORE BE IT RESOLVED THAT the Town of Cobourg supports the BC government's approach to providing secure, involuntary care for individuals with severe mental health and addictions challenges, as a compassignate and necessary intervention for those unable to seek help on their own; and

FURTHER THAT the Town of Cobourg urges the Province of Ontario to implement similar measures to ensure that individuals with severe mental health and addictions issues in Ontario have access to secure, involuntary care when necessary; and



# The Corporation of the Town of Cobourg

FURTHER THAT this motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), The Premier, Honourable David Piccini, MPP, all other Members of Provincial Parliament and all Ontario municipalities to seek their endorsement and support.

Sincerely,

Kristina Lepik Deputy Clerk/Manager, Legislative Services

cc. Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); Honourable, David Piccini, Minister of Labour, Immigration, Training and Skills Development and Northumberland – Peterborough South MPP;, All other Members of Provincial Parliament; and All Ontario Municipalities



Honourable Premier Doug Ford Doug.Fordco@pc.ola.org Sent via electronic mail

October 4, 2024

Dear Honourable Premier Doug Ford

At its Regular meeting on October 2, 2024, the Township of Springwater's Council passed resolution C506-2024 endorsing the AMO and OMA Joint Health Resolution Campaign.

#### Resolution C506-2024

Moved by: Garwood Seconded by: Fisher

Whereas the state of health care in Ontario is in crisis, with 2.5 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being derostered and 40% of family doctors considering retirement over the next five years; and

Whereas it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and,

Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine; and,

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77% in 2008 to 65% in 2022; and,

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada; and,

Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the Province; and,

Whereas these cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level; and,

Whereas in response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario residents and communities.

Now Therefore Be It Resolved That, Council of The Corporation of the Township of Springwater urge the Province of Ontario to recognize the physician shortage in Springwater and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care; and Be It Further Resolved That a copy of this resolution be circulated to the Premier of Ontario, Hon. Doug Ford; Barrie-Springwater-Oro Medonte Member of Provincial Parliament, Hon. Doug Downey, the Minister of Health, Hon. Sylvia Jones, the Ontario Medical Association (OMA), the Association of Municipalities of Ontario (AMO) and all Ontario municipalities.

#### Carried

I can be reached via email at jennifer.coughlin@springwater.ca or by phone at 705-728-4784, Ext. 2020.

Regards,

aller

Jennifer Coughlin Mayor, Township of Springwater

cc: Hon. Minister of Health Sylvia Jones Hon. MPP Doug Shipley Ontario Medical Association Association of Municipalities of Ontario All Ontario Municipalities



## **Clerk's Department**

Township of Clearview Box 200, 217 Gideon Street Stayner, Ontario L0M 1S0 <u>clerks@clearview.ca</u> | <u>www.clearview.ca</u> Phone: 705-428-6230

October 8, 2024

Ministry of Municipal Affairs and Housing Hon. Paul Calandra

Sent by Email: <u>minister.mah@ontario.ca</u>

## **RE:** Support Resolution – Updates to the Municipal Elections Act

Please be advised at its meeting held on October 7, 2024, Council of the Township of Clearview passed the following resolution supporting AMCTO's advocacy for updates to the Municipal Elections Act:

Moved by Councillor Broderick, Seconded by Councillor Walker, Whereas, election rules need to be clear, supporting candidates and voters in their electoral participation and election administrators in running elections;

Whereas, legislation needs to strike the right balance between providing clear rules and frameworks to ensure the integrity of the electoral process;

Whereas, the legislation must also reduce administrative and operational burden for municipal staff ensuring that local election administrators can run elections in a way that responds to the unique circumstances of their local communities;

Whereas, the *Municipal Elections Act, 1996* (MEA) will be 30 years old by the next municipal and school board elections in 2026;

Whereas, the MEA sets out the rules for local elections, the *Assessment Act, 1990* and the *Education Act, 1990* also contain provisions impacting local elections adding more places for voters, candidates, and administrators to look for the rules that bind the local democratic process in Ontario;

Whereas, with rules across three pieces of legislation, and the *MEA* containing a patchwork of clauses, there are interpretation challenges, inconsistencies, and gaps to fill;

Whereas, the Act can pose difficulties for voters, candidates, contributors and thirdparty advertisers to read, to interpret, to comply with and for election administrators to enforce; Whereas, while local elections are run as efficiently and effectively as can be within the current legislative framework, modernization and continuous improvement is needed to ensure the Act is responsive to today's needs and tomorrow's challenges;

Whereas, to keep public trust and improve safeguards the Act should be reviewed considering the ever-changing landscape which impacts elections administration including privacy, the threats of foreign interference, increased spread of mis/disinformation and the increased use of technologies like artificial intelligence and use of digital identities;

Whereas, the Association of Municipal Managers, Clerks, and Treasurers of Ontario (AMCTO) reviewed the Act and has provided several recommendations including modernizing the legislation, harmonizing rules, and streamlining and simplifying administration;

And Whereas, AMCTO put forward recommendations for amendments ahead of the 2026 elections and longer-term recommendations for amendments ahead of the 2030 elections;

Therefore, Be It Resolved That Council of the Corporation of the Township of Clearview calls for the Province to update the MEA with priority amendments as outlined by AMCTO before Summer 2025 and commence work to review and re-write the MEA with longer-term recommendations ahead of the 2030 elections;

And Be It Further Resolved that this resolution will be forwarded to all municipalities in Ontario for support and that each endorsement be then forwarded to the Minister of Municipal Affairs and Housing (<u>minister.mah@ontario.ca</u>), the Minister of Education (<u>minister.edu@ontario.ca</u>), the Minister of Public and Business Service Delivery (<u>todd.mccarthy@ontario.ca</u>), Minister of Finance (<u>Minister.fin@ontario.ca</u>) the Premier of Ontario (<u>premier@ontario.ca</u>), Simcoe-Grey MPP (<u>brian.saunderson@pc.ola.org</u>) and AMCTO (<u>advocacy@amcto.com</u>). Motion Carried.

We look forward to hearing of the continued advocacy regarding this matter and updates on when the Ministry will move ahead with amending the Municipal Elections Act.

Sincerely,

Sasha Helmkay-Playter, B.A., Dipl. M.A., AOMC Clerk/Director of Legislative Services cc: Minister of Education Minister of Public and Business Service Delivery Minister of Finance Premier of Ontario Simcoe Grey MPP AMCTO Advocacy



## The Corporation of the Township of St. Joseph

1669 Arthur Street P.O Box 187 Richards Landing, ON POR 1J0 Telephone: 705-246-2625 Fax: 705-246-3142 www.stjosephtownship.com

October 8, 2024

Municipality of St. Charles 2 King St E, PO Box 70 St. Charles, ON POM 2W0

#### **<u>RE: Recommendations for Government Regulation of Nicotine Pouches</u>**

Dear Council for the Municipality of St. Charles,

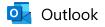
At their meeting October 2, 2024, Council for the Township of St. Joseph passed resolution #2024-256 supporting the Municipality of St. Charles' resolution urging the province of Ontario to better regulate the sale of nicotine pouches.

The Township of St. Joseph is pleased that the federal government has now taken action to regulate this product, and it is no longer available in areas that are accessed by youth, ensuring a new generation of nicotine users is not encouraged in Canada.

We thank you for your advocacy on this important public health issue.

Respectfully,

Amanda Richardson Clerk Administrator



#### Support for Ontario's Big City Mayors (OBCM) Solve the Crisis Campaign

From OBCM Chair Marianne Meed Ward <chair@obcm.ca>

Date Thu 2024-10-10 07:44 AM

- To info@obcm.ca <info@obcm.ca>
- Cc Michelle Baker (michelle@obcm.ca) <michelle@obcm.ca>; solvethecrisis@obcm.ca <solvethecrisis@obcm.ca>

#### 3 attachments (607 KB)

Backgrounder for SolvetheCrisis.ca Supporters .pdf; Municipal Motion in Support of SolvetheCrisis.ca Campaign .pdf; How you Can Help SolvetheCrisis.ca.pdf;

#### Good Morning,

On behalf of the entire Ontario's Big City Mayors (OBCM) Caucus, I am reaching out today to ask you to share with your Council our request that your municipality joins us in our campaign to end the Humanitarian Crisis facing this province.

This past August OBCM launched our <u>SolvetheCrisis.ca</u> campaign to address the homelessness, mental health, and addictions crisis happening in municipalities big and small across the entire province. It is already having a significant impact with community partners, businesses, first responders, private sector, and the members of the public who have jumped on board.

We have seen hundreds of media hits, thousands of emails sent to both levels of government and Heads of Councils in every corner of Ontario. We are especially thrilled to see the growing number of municipal councils passing motions of support and hope that we can add your municipality to that list!

I am asking you to join us and help keep this issue at the forefront of discussions taking place at the province and within the federal government.

Attached you will find 3 documents.

They include a list of how you can help, a draft motion that you can use as is or you are more than welcome to make it your own, background information, regional information, funding facts, and what you can ask your residents and community partners to do to help support the SolveTheCrisis campaign.

These materials address why we are doing this, why we are doing it now, and what we are asking for in order to meet the needs of our local communities.

Thank you for your consideration of this request and we look forward to having you onboard.

For any questions or to discuss this further, you can reply to me here, or please feel free to reach out to Michelle Baker, OBCM's Executive Director, at <u>michelle@obcm.ca</u> or 647-308-6602

Sincerely, Marianne Meed Ward

Marianne Meed Ward, Mayor of Burlington Chair of Ontario's Big City Mayors (OBCM) <u>chair@obcm.ca</u> <u>www.obcm.ca</u> <u>solvethecrisis@obcm.ca</u> @solvethecrisis\_ on X

#### About Ontario's Big City Mayors

Ontario's Big City Mayors (OBCM) is an organization that includes mayors of 29 single and lower-tier cities with a population of 100,000 or more, who collectively represent nearly 70 percent of Ontario's population. OBCM advocates for issues and policies important to Ontario's largest cities.



## Backgrounder - SolvetheCrisis.ca Campaign

#### Key Asks of the Province

- Appoint a responsible ministry and Minister with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports.
- Have this Minister strike a task force with broad sector representatives including municipalities, healthcare, first responders, community services, the business community and the tourism industry to develop a *Made in Ontario Action Plan*.
- Provide municipalities with the tools and resources to transition those in encampments to more appropriate supports, when deemed necessary
- Commit to funding the appropriate services these individuals need, community by community where there are gaps in the system. Including an immediate increase in detox and rehabilitation beds for those looking to get the health support they need, on their own.
- Invest in 24/7 Community Hubs / Crisis Centres across the province to relieve pressure on emergency centres and first responders

## **Background Information on the Crisis**

#### **OBCM Advocacy**

• The 'Solve the Crisis' campaign is a culmination of years of advocacy from Ontario's Big City Mayors on the mental health, addictions and homelessness crisis across Ontario, including our white paper released in 2021, most recently developing our health and homelessness strategy in 2023 and an update to that strategy included in this campaign (see OBCM advocacy timeline below)

### A Growing Crisis

- Over the years we have seen this crisis develop to include a growing number of unhoused residents and encampments in many of our communities:
  - Of 72 communities surveyed, 68 reported encampments with an estimated 14-23% of the homeless population staying in encampments <u>- Infrastructure</u> <u>Canada National Survey on Homeless Encampments</u>
  - In 2023 there were at least 1,400 homeless encampments in communities across the province. Many of the residents of these encampments suffer from mental health or substance abuse challenges. - <u>The Association of</u> <u>Municipalities (AMO)</u>



- London as of March 31, 2024 1758 individuals experiencing homelessness and there were 56 active encampments - <u>Housing and Homelessness</u> <u>Snapshot, City of London</u>
- Kingston 1,924 clients received some type of service in relation to Homelessness in 2023 this includes (outreach, shelter, housing support services, such as housing loss prevention and housing application assistance) - <u>Housing and Homelessness Report, City of Kingston</u>
- Region of Waterloo current estimates are that 1,000 people are experiencing homelessness across the region including 450 people experiencing Chronic homelessness - <u>Encampments Report - City of</u> <u>Waterloo</u>
- Hamilton As of January 31 2024, 1,592 Homeless people, with 585 having been homeless for more than 6 months and, 1007 for less than 6 months -<u>City of Hamilton</u>
- Windsor 468 Individuals experienced chronic homelessness in 2023 up 19% from 2022 - <u>Housing and Homelessness Report - City of Windsor</u>
- Ontario residents are frustrated with the impact of this crisis on their communities and want to see the government take action. In a recent survey conducted by <u>CMHA</u> <u>Ontario</u>
  - More than 8 in 10 Ontarians would prefer solutions for the ongoing opioid and drug poisoning crisis which focus on healthcare and social services support rather than punishments
  - 73% percent of Ontarians are concerned the opioid crisis is getting worse
  - 56% report that opioid addiction is an issue of concern in their community
  - 71% believe government should prioritize addressing the crisis

#### **There Are Solutions**

- Municipalities along with community partners have developed programs and spaces that are providing effective solutions to this crisis including:
  - London from October 2023 March 2024, as part of a partnership between London Cares and LHSC, the House of Hope has been operating 25 highly supportive units at 362 Dundas Street.
    - Residents have seen significant health improvements including a 74% reduction in emergency department visit volumes in the first three months compared with the same time period and the same cohort in 2022 City of London
  - Toronto the city's Street to Homes (S2H) and its outreach partners helped transition 654 people to permanent housing throughout the pandemic - <u>City of</u> <u>Toronto</u>
  - **Kingston** the affordable rental housing capital funding program has provided financial assistance from municipal, provincial and federal sources to create over 510 units to get people housed and off the streets



- These include Addiction Mental Health Housing Stabilization Program-18 beds, Supportive/ Transitional Youth Housing - 48 units, Transitional housing for vulnerable women - 17 beds and more - <u>City</u> of Kingston
- **Oshawa** recently introduced **Mission United**, a collaborative social service and primary health care HUB for those experiencing homelessness.
  - This program seeks to assist those with high acuity and tri morbidity achieve long term stabilization by providing low barrier, wrap-around supports with a point in time model.
  - Through partnerships with various community agencies, they provide specialized person-centred services through a singular access point.
- Windsor-Essex funded by the city and community organizations the Homelessness & Housing Help Hub (H4) is a "one-stop" multidisciplinary service hub. The H4 works towards the community's goals to reduce homelessness by delivering housing focused, homelessness resolution programs that provide a variety of wrap-around supports for persons experiencing homelessness.
  - 133 people have been housed through supports provided at H4, 93 people were assisted by a family physician and 180 by a nurse practitioner through the Shelter Health Initiative
  - The Essex County Homelessness Hub has also housed 47 people through their support program - <u>Home Together Annual Report -</u> <u>Windsor Essex</u>

## Timeline of OBCM Advocacy Work on Health and Homelessness

- **June 2021** OBCM released a white paper entitled *Working Together to Improve our Wellness: Recommendations from Ontario's Big City Mayors to improve mental health and addiction services in Ontario* including recommendations for:
  - Structural recommendations to ensure more Ontarians get the help they need, when they need it, and where they need it.
  - Support that helps improve and connect municipal services with community mental health services
  - Legislative and regulatory changes that reduce the harm of substance use and support system change
  - Municipal leadership opportunities
    - Full paper found on our website here OBCM White Paper 2021
- June 2022 OBCM Calls for an Emergency Meeting with Province to Address the Chronic Homelessness, Mental Health, Safety and Addictions Crisis Overwhelming Our Communities
  - This meeting to accelerate solutions to address chronic homelessness, mental health, safety, and addictions issues in our communities as our most



marginalized and vulnerable populations have been disproportionately impacted by the pandemic

- Working alongside the Ontario BIA Association (OBIAA) we emphasized the impact this crisis was having on downtowns and small and medium sized businesses who were still struggling from the impact of the pandemic
- OBCM Call for Emergency Meeting
- August 2022 at a joint meeting with the Mayors and Regional Chairs of Ontario (MARCO) OBCM reiterated our call for an emergency meeting on this issue with the support of key stakeholders who signed on to attend, these groups include the Ontario Chamber of Commerce, Ontario Association of Business Improvement Areas, Ontario Association of Chiefs of Police, AMO, Canadian Mental Health Association Ontario and the Ontario Tourism Industry Association.
  - OBCM Reiterates Call for Emergency Meeting with Stakeholders
- **February 2023** OBCM adopts our Health and Homelessness Strategy including five recommendations for the Ontario government to make an immediate impact on the mental health, addictions and homelessness crisis. These recommendations were developed using information gathered through consultation with local health partners to identify services required to ensure there is a health care continuum and appropriate response to this crisis affecting our cities.
  - 1. Centralized and integrated intake and dispatch process
  - 2. More provincial investment in low barrier hubs

3. More stabilization and treatment beds with experienced staff to support those in their treatment journey

4. More flexible and predictable funding for supportive housing

5. More provincial ministry and agency collaboration to reduce red tape and duplication

- Full motion and strategy can be found here <u>OBCM Health and Homelessness</u> <u>Strategy 2023</u>
- **April 2023** OBCM meets with Minister Jones and staff, along with partners from the Canadian Mental Health Association Ontario, Ontario Association of Chiefs of Police, Ontario Chamber of Commerce, the Kingston Health Sciences Centre and the Association of Municipalities of Ontario.
  - Discussed the new funding recently announced in the budget of \$202 million each year to the Homelessness Prevention Program (HPP) and Indigenous Supportive Housing Program, and over half a billion dollars to support mental health and addictions.
  - Presented our Health and Homelessness Strategy, including recommendations to address the growing crisis in Ontario's cities
  - OBCM Meets with Minister Jones
- August 2023 OBCM representatives have a special "Multi Minister Meeting" on our Health and Homelessness Strategy at the AMO Conference with Minister Parsa (Children, Community and Social Services), Associate Minister Nina Tangri (Housing), Associate Minister Tibollo (Mental Health), Associate Minister Charamine Williams (Women's Social and Economic Opportunity)



- OBCM representatives present our Health and Homelessness plan as well as various programs and facilities that are making a difference in our communities
- June 2024 at the OBCM June meeting in Chatham-Kent, members discuss updating the Health and Homelessness Strategy to push for various additional supports/asks from the province, especially as the issue of encampments has now grown and approves a communication campaign leading into the 2024 AMO Conference
  - OBCM Updated Health and Homelessness Strategy, 2024

## Overview of Ontario's Investments in Mental Health and Addictions (from CMHA)

- Through the <u>Roadmap to Wellness</u>, Ontario is investing \$3.8 billion over 10 years to fill gaps in mental health and addictions care, create new services and expand programs.
- The government invested \$396 million over three years to improve access and expand existing mental health and addictions services and programs as part of Budget 2024.
- This investment includes:
  - \$124 million over three years to support the continuation of the Addictions Recovery Fund. The fund supports:
  - Maintaining 383 addictions treatment beds for adults who need intensive supports, helping to stabilize and provide care for approximately 7,000 clients each year;
  - Three Mobile Mental Health Clinics to provide a suite of mental health and addictions services to individuals living in remote, rural and underserved communities; and
  - Three police-partnered Mobile Crisis Response Teams to support individuals in a mental health or addictions crisis.
- Ongoing support for the Ontario Structured Psychotherapy Program
- Between 2020 and 2023, Ontario established a provincial network of 22 <u>Youth</u> <u>Wellness Hubs</u> which have connected 43,000 youth and their families to mental health, substance use, and wellness services, accounting for over 168,000 visits.
- As part of Budget 2024, Ontario committed \$152 million over the next three years to support individuals facing unstable housing conditions and dealing with mental health and addictions challenges.



## Regional Data Points

- **Durham Region:** As of May 31, 2024 The Region of Durham Has at least 757 people experiencing homelessness with 326 having experienced homelessness for 6 months or more.
  - Inflow into shelter system: 35 individuals became chronically homeless, 36 made contact after no contact for 60 days or more and 6 people lost housing.
  - Outflow from Shleter system: 10 people moved from shelters into housing, 6 people lost housing.
  - Durham Municipal Breakdown of active homeless population as of May 2024:
    - Ajax: 241
    - Clarington: 19
    - North Durham: 17
    - Oshawa: 362
    - Pickering: 25
    - Whitby: 58
    - Other/Unknown: 35 <u>Durham Region</u>, Built for Zero Report Card
- Halton Region As of October 1st 2023, 172 individuals were receiving emergency shelter from the region
  - 270 additional individuals were residing in transitional housing awaiting offers of permanent housing
  - Between 10-25 individuals sleep outside in Halton on any given night, with most actively working with the street outreach team - <u>Halton Region</u>
  - In 2023, 28% of all shelter placements required the use of hotels for overflow due to increased demand on services
  - Halton Region's Shelter Capacity 2023(by number of individuals): 148, overflow hotel placements required to meet demand and 99 permanent placement beds.
  - As of 2022, 2,127 emergency housing situations were resolved through outreach and funding through the housing stability fund
  - 884 residents assisted with finding affordable rental housing, and 514 clients received intensive customised supports
  - 56 chronically homeless households were assisted with permanent housing, with intensive wrap around individualized support services
  - Halton Region provided rent geared income to 3,091 households from the Halton Access to Community Housing (HATCH) - <u>Halton Region 2022 State</u> of Housing
- **Niagara Region -** As of March 2021, at least 665 people in the Niagara Region were experiencing homelessness in 2021
  - $\circ$  121 were children aged 0-15, 76 were youth aged 16-24,
  - 47 reported staying in unsheltered locations
  - Of the 439 surveys reported in 2021:



- Almost 1 in 4 (22.6%) identified as indigenous Compared to Indigenous making up 2.8% of Niagara's Population.
- 42 percent had been experiencing homelessness for more than 6 months
- (Data Recording Paused During Pandemic Point In Time Counts begin again Fall 2024)
- Niagara Region Point in Time Count
- **Peel Region -** In 2023 4,800 households received one time financial assistance to prevent homelessness
  - 351 households were placed from peels centralized waiting list into subsidized community housing units
  - 16, 497 households currently using the Affordable Housing System <u>Peel</u> <u>Region</u>
  - As of October 2023 Peels emergency shelter system was operating above 270% occupancy
  - Overflow expenses have grown significantly projected \$26.9 million for 2023 and \$42 million in 2024 exceeding approved budgets and funding - <u>Peel</u> <u>Region Report</u>
- Region of Waterloo According to the Youth impact survey youth experiencing homelessness has increased from 8% in 2021 to 13% in 2023 - <u>Region of Waterloo</u>
  - As of September 21, 2021 the Region of Waterloo had 1,085 individuals experiencing homelessness
  - 412 of those are living rough (in encampments, on the street or in vehicle)
  - 335 experiencing hidden homelessness
  - 191 in emergency shelter, 84 in transitional housing, and 63 in institutions.
  - 75% of survey respondents experiencing chronic homelessness <u>Region of</u> <u>Waterloo Point in Time Count</u>
- York Region Housed 978 households from the 2023 subsidized housing waitlist
  - Transitioned 1,294 from emergency housing to safe housing over 5 years
  - As of 2023 15,716 households remain on the subsidized housing waitlist Net change of plus 849
  - Opened two new transitional housing sites adding 28 new units to the emergency and transitional housing system
  - Significant increases in the number of people experiencing homelessness projected, with estimates ranging from 2,100 to 2,300 individuals in the next five years.
  - Unique individuals accessing emergency housing increased 5% from 2019 -2023



- The total number of unique people who experienced chronic homelessness during the year increased by approximately 120% from 2019 to 2023, from 124 to 473.
- 1496 unique persons experiencing homelessness in 2023 York Region
- **District of Muskoka Lakes** As of July, 2022 650 households are on the social housing waitlist with 357 of those waiting for a one bedroom unit and a wait time up to 8 years.
  - Median Employment income for individuals is 21% lower than the rest of the province
  - 13% of Muskoka Residents living in poverty
  - $\circ~$  50% of rental households spend more than 30% of their total income on shelter costs.
  - 11 unique households moved from emergency shelters into longer-term housing solutions (i.e. transitional or supportive housing)
  - 15 households were moved from unsheltered/provisionally accommodated to transitional or long-term housing
  - 6 households were supported to move from transitional to long-term housing
  - 973 requests for assistance in obtaining housing from households experiencing homelessness
  - 19,518 requests for assistance from households experiencing homelessness received supports and services (not related to accommodation)
  - 1,209 requests for assistance from households at risk of homelessness received supports and services (not related to accommodation) to support housing loss prevention, retention, or re-housing - <u>Muskoka 10 Year Housing</u> <u>& Homelessness Plan Annual Report</u>

#### • South Eastern Ontario

- Kingston As of December 2023, Approximately 127 people slept rough meaning makeshift accommodations, sleeping in street, park or vehicle an increase of 12 from august - december of 2023
  - 1,924 clients received some type of service in relation to Homelessness in 2023 this includes (outreach, shelter, housing support services, such as housing loss prevention and housing application assistance) - <u>City of Kingston</u>
- **Ottawa -** As of December 31, 2023 Ottawa had 12,447 households on the centralized waitlist with 1,186 households housed from the waitlist
  - 49 New Affordable units and 57 New Supportive units were completed
  - 301 households were housed through the housing first program
  - 1,129 households housed from the shelter system
  - 988 people Chronically homeless, with 382 individuals with a history of chronic homelessness being housed
  - 13% increase in people using the shelter system



■ 3% decrease in the average length of stay in shelter system, 25% increase in newcomer inflow into shelter system - <u>City of Ottawa</u>

#### • South Western Ontario

- Windsor In 2023, 715 households experiencing homelessness were housed
  - 95 individuals experiencing chronic homelessness were housed with supports
  - Youth Homelessness: 25 youth experiencing homelessness housed with supports
  - 1105 households assisted with rent assistance. <u>City of Windsor</u>

## MOTION : *[insert name of your municipality or organization here]* supports the SolvetheCrisis.ca Campaign and requests that the Provincial and Federal Governments take Action to Address the Growing Mental Health, Addictions and Homelessness Crisis in Ontario

**Whereas** there is a humanitarian crisis unfolding on the streets in our cities, large and small, urban and rural, across Ontario. The time for words is over, we need immediate action at all levels of government, starting with the Province of Ontario

**Whereas** the homelessness, mental health and addictions crisis continues to grow with 3432 drug related deaths in Ontario in 2023<sup>1</sup> and over 1400 homeless encampments across Ontario communities in 2023<sup>2</sup>; and

**Whereas** the province has provided additional funding and supports, such as the recent investment of \$378 million for HART Hubs and approximately 375 beds with wraparound supports, it does not adequately address the growing crisis and the financial and social impact on municipalities and regions across the province; and

**Whereas** municipalities and regions are stepping up and working with community partners to put in place community-specific solutions to address this crisis, but municipalities and regions lack the expertise, capacity, or resources to address these increasingly complex health care and housing issues alone; and

Whereas this is primarily a health issue that falls under provincial jurisdiction and municipalities and regions should not be using the property tax base to fund these programs; and

Whereas there is no provincial lead focused on this crisis leading to unanswered questions that span over a dozen ministries, and a lack of support to manage the increasing needs of those who are unhoused.

**Therefore, be it resolved that** *[insert name of your municipality here]* supports the SolvetheCrisis.ca Campaign;

**And** calls on provincial and federal governments to commit to immediate action to solve the Humanitarian Crisis that Ontario is facing as the numbers of unhoused individuals and those suffering with mental health & addictions grows exponentially;

AND that the province officially makes Homelessness a Health Priority;

**AND** appoints a responsible Minister and Ministry with the appropriate funding and powers as a single point of contact to address the full spectrum of housing needs as well as mental health, addictions and wrap around supports;

**AND** that the provincial government strike a task force with broad sector representatives including municipalities, regions, healthcare, first responders, community services, the business community and the tourism industry to develop a *Made in Ontario Action Plan;* 

<sup>&</sup>lt;sup>1</sup> Office of the Chief Coroner, Ontario (2024). OCC *Opioid Mortality Summary Q4 2023.* [PDF] . <u>https://odprn.ca/occ-opioid-and-suspect-drug-related-death-data/</u>

<sup>&</sup>lt;sup>2</sup> Homeless Encampments in Ontario. A Municipal Perspective. Association of Municipalities of Ontario. July 2024 -

**AND** that this provincial task force reviews current programs developed by municipalities, regions and community partners that have proven successful in our communities, to ensure that solutions can be implemented quickly and effectively to tackle this crisis.

**AND** that the federal government is included in these conversations.

**AND** that both levels of government provide adequate, sufficient and sustainable funding to ensure that municipalities have the tools and resources to support individuals suffering with mental health and addictions, including unhoused people and those from vulnerable populations that may be disproportionately impacted;

And that this [Council or Board] calls on the residents of [insert name of your municipality, region or organization here] to join us in appealing to the provincial and federal governments for support by visiting SolveTheCrisis.ca and showing your support;

#### AND further that a copy of this motion be sent to:

- The Right Honourable Justin Trudeau, Prime Minister of Canada
- The Honourable Sean Fraser, Minister of Housing, Infrastructure and Communities of Canada
- The Honourable Doug Ford, Premier of Ontario
- The Honourable Sylvia Jones, Deputy Premier and Minister of Health
- The Honourable Paul Calandra, Minister of Municipal Affairs and Housing
- The Honourable Michael Parsa, Minister of Children, Community and Social Services
- The Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions
- Local MPs
- Local MPPs and
- Ontario's Big City Mayors



## How You Can Help SolvetheCrisis.ca A Request to Ontario Municipalities From Ontario's Big City Mayors

#### What is the SolvetheCrisis.ca Campaign?

Ontario's Big City Mayors (OBCM) launched the <u>SolvetheCrisis.ca</u> campaign in August 2024 to address the homelessness, mental health and addictions crisis happening across Ontario.

After years of advocacy we are at a turning point, the time to act is now. This crisis is growing in municipalities and regions of every size across Ontario, and we need help more than ever!

Ontario municipalities of all sizes have stepped up, putting in place programs and housing options along with community partners and other stakeholders, advocating for funding that might be provided from other levels of government but is never consistent and never enough. We cannot tackle this alone, the federal and provincial governments' must come to the table.

We launched the <u>SolvetheCrisis.ca</u> Campaign with a press conference at Queen's Park including a video that can be shared and found here: <u>OBCM You Tube Channel</u>, a social media campaign that is still underway, and a website <u>www.solvethecrisis.ca</u> where your residents/networks/councils & staff can watch our video, join our call to action by filling out a letter to the Premier, various Ministers, local MPPs and MPs.

## How Can You Help?

There are so many ways!

- > Follow us on our socials & like and reshare our posts:
  - X (formerly Twitter) <u>@SolvetheCrisis</u> and <u>@ONBigCityMayors</u>,
  - LinkedIn Ontario's Big City Mayors (OBCM) and
  - Facebook <u>Ontario's Big City Mayors</u>
- Pass the draft motion attached, a more personalized version of the attached motion, or create one of your own!
- Share this call to action with your Council, Board of Directors, Membership, Networks and the public
- Share your motion and support of the SolveTheCrisis.ca campaign on social media and tag our accounts:
  - X (formerly Twitter) <u>@SolvetheCrisis</u> and <u>@ONBigCityMayors</u>,
  - LinkedIn Ontario's Big City Mayors (OBCM) and



- Facebook <u>Ontario's Big City Mayors</u>
- Use the hashtags #solvethecrisis and tag Solve the Crisis and OBCM's socials if you can to help us track and report on engagement
- Ask residents, staff, councillors, supporters, members and even your Mayor / Warden / Chair / Head of Council to visit <u>www.solvethecrisis.ca</u> fill out the letter to send the message to their local representatives stating that they want action now.
  - Encourage them to share it with their networks as well.
- Read through our attached backgrounders and key messages and include them in any advocacy efforts you may undertaking on this issue
- Draft an op-ed or article specific to your municipality or region to push out to your local media (see OBCM Chair Meed Ward's Op-Ed here - <u>Toronto Star - August 17th</u>)
- > Contact us at <u>solvethecrisis@obcm.ca</u> for more information

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 8, 2024
Reason Before Council:	Priority:
For Information Only	Normal
Department:	Type of Meeting:
Environmental	Regular Meeting

**Report Title**: Q3 2024 – Environmental Services Department

#### BACKGROUND:

The quarterly report has been developed to provide interim updates on activities as an ongoing effort to be able to communicate the activities, initiatives, and impact of the Department to Council and the ratepayers.

#### ANALYSIS:

Environmental Services is overseen by the Public Works Department which consists of the daily operations of waste diversion, collection, wastewater infrastructure and landfill operations. The Department operates in accordance with the Ministry of Environment, Conservation and Parks; policies, procedures, and approvals to provide safe and sustainable programs and services that support environmental protection.

Environmental Services operations consist of:

- Waste acceptance at the Landfill
- Recycling collection on Musky Island Road / Boundary Roads
- Monitoring and coordinating the diversion of metal, electronics, paint, batteries, lighting and tires
- Managing Landfill waste cell (pushing and covering waste)



#### Environmental Services 2024 Third Quarter Report

Description	Q1	Q2	Q3	Q4	
Litigation	Risk Mitig	gation:			
Equipment Breakdowns	*	1	1	-	
Ministry Inspections	*	*	0	-	
Environmental Incident (Fire, Spills, Complaints)	*	*	0	-	
Wast	e Diversio	on			
Curbside Recycling Collected (tons)	27.57	23.92	25.54	-	
Contractor Notifications (undeliverable service)	0	15	8	-	
Waste / Recycling Collection Complaints	10	18	11	-	
Tires	*	*	791	-	
Scrap Metal (tons)	*	*	0	-	
Electronics Mixed (Kg)	*	*	1,885	-	
Paint (Kg)	*	*	265	-	
Batteries (Kg)	*	*	75	-	
Lighting (Kg)	*	*	25	-	
Hazar	dous Wa	ste			
Hazardous Waste Diversion (left at gate)	*	*	2	-	
* Not previously tracked					

#### KEY HIGHLIGHTS FOR THIS QUARTER:

- Sanitary Sewer Flushing and CCTV Inspection
- Fall Landfill Monitoring / Sampling Event

Prepared By: Michelle Clark, Director of Operations

03-10-24

			Oeptein	
Date	Name	Class	Paid Amount	Мето
2024-09-11	AIDE AUX SÉNIORS DE SUD			
2024-09-09		Grants	-40,263.30	SEAT PROGRAM FUNDING - 7A
TOTAL			-40,263.30	
2024-09-10	AMAZON.COM.CA			
2024-07-26 2024-08-16 2024-08-23 2024-08-23 2024-08-23 TOTAL	Receiver General Receiver General Receiver General Receiver General Receiver General	Landfill Municipal Facilities:Fitness C Admin Admin Admin	-6.74 -27.47 -3.57 -15.75 -1.74 -19.23 -2.12 -13.83	RECHARGEABLE GAS LEAK DETECTOR HST Rebate COLORED STICKERS X 3 HST (ON) on purchases (Input Tax Credit) CLEAR SHEET PROTECTORS HST Rebate LABELS HST Rebate HEX KEYS HST Rebate
2024-09-06	AMCTO ZONE7			
2024-09-06 TOTAL		Admin Admin Admin Public Works	-255.00 -225.00	Fall Zone 7 Meeting - Tammy Godden Fall Zone 7 Meeting - Denis Turcot Fall Zone 7 Meeting - Pamela McCracken Fall Zone 7 Meeting - Michelle Clark
2024-09-30	Bell Canada			
2024-08-22 2024-08-22	Receiver General Receiver General	Fire Department Municipal Facilities:Wellness	-9.45 -84.07 -10.93	SEPTEMBER 2024 HST Rebate SEPTEMBER 2024 HST (ON) on purchases (Input Tax Credit)
TOTAL			-190.00	

03-10-24

Date	Name	Class	Paid Amount	Memo
2024-09-23	Bell Canada			
2024-09-05	Receiver General	Admin	-135.29 -14.94	SEPTEMBER 2024 HST Rebate
TOTAL			-150.23	
2024-09-10	CGIS Centre			
2024-10-01	Receiver General	Admin		SLIMS CONTRACTED HST Rebate
TOTAL			-981.91	
2024-09-30	COLLABRIA			
2024-08-31 2024-08-31 TOTAL	Receiver General Receiver General Receiver General	Public Works Admin Municipal Facilities:Wellness Admin CBO Public Works Parks & Recreation Municipal Facilities:Communi Admin Admin Service Ontario Admin Fire Department	-317.37 -62.50 -19.43 -20.23 -20.23 -4.79 -190.19 -368.37 -111.94 -111.94 -61.01 -25.35 -153.12 -12.81	NORCAT-COMMON CORE ADOBE PRO TSSA-BALANCE OF TAXES OWED ROGERS-ADMIN CELL ROGERS-CBO CELL ROGERS-PW CELL ROGERS-P&R STOP RESTAURANT-PITCHERS QUICKBOOKS AMCTO-CUSTOMER SERVICE ADMIN AMCTO-CUSTOMER SERVICE ADMIN AMCTO-CUSTOMER SERVICE S/O CRAZY COW-STUDENT'S LAST DAY LUNCH HST (ON) on purchases (Input Tax Credit) HST Rebate REGISTERED PACKAGE HST Rebate
2024-09-10	Conseil scolaire catholique			
2024-10-01		Municipal Facilities:School R	-8,983.11	OCTOBER, NOVEMBER & DECEMBER 2024 SCHOOL LEASE
TOTAL			-8,983.11	

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-10	CULLIGAN WATER			
2024-08-22	Receiver General	Admin Admin	-30.00	FUEL SURCHARGE WATER HST Rebate
2024-06-30 TOTAL		Admin	-0.71 -36.93	Interest
2024-09-10	DEREK MCNIECE			
2024-09-03	Receiver General	Fire Department		20 FIRE BLANKETS HST Rebate
TOTAL			-529.71	
2024-09-10	EMSON MECHANICAL			
2024-09-10	Receiver General	Municipal Facilities:Wellness		RESUPPLY HOT WATER SYSTEM FROM ELECTRIC WATER HEATER HST (ON) on purchases (Input Tax Credit)
TOTAL			-960.16	
2024-09-10	Encompass IT			
2024-08-11 2024-08-19	Receiver General	Admin Admin	-87.11 -432.48	AUGUST 2024 HST Rebate AUGUST 2024 OFFICE 365
2024-09-05	Receiver General	CBO Admin	-55.08 -4,472.35	AUGUST 2024 OFFICE 365 HST Rebate CAO, CLERK & TREASURER LAPTOPS
2024-09-10	Receiver General Receiver General	Admin	-961.63	HST Rebate DOCKING STATIONS FOR CAO, CLERK & TREASURER HST Rebate
TOTAL			-7,463.65	
2024-09-10	ENERCARE HOME SERVICE			7002813119
2024-08-28	Receiver General	Municipal Facilities:Wellness	-20.44 -2.66	AUGUST 2024 HST (ON) on purchases (Input Tax Credit)
TOTAL			-23.10	

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-10	ERIC'S MOBILE REPAIRS			
2024-08-29	Receiver General	Public Works:# 7 - Loader		STARTER ON LOADER HST Rebate
TOTAL			-1,725.51	
2024-09-12	FONOM			
2024-03-31		Admin	-231.52	2024 TO MARCH 31, 2025
TOTAL			-231.52	
2024-09-10	GFL ENVIRONMENTAL INC			GN-1163
2024-08-31		Landfill:Waste Disposal Landfill:Recycling	-9,677.78	AUGUST 2024 WASTE P/U AUGUST 2024 RECYLING
	Receiver General	Landini.Recycling		HST Rebate
TOTAL			-11,888.46	
2024-09-10	GOOD RIDDANCE PEST CO			
2024-08-30		Municipal Facilities:Communi Municipal Facilities:Arena		CLUSTER FLIES CLUSTER FLIES
	Receiver General	Municipal Facilities. Arena		HST (ON) on purchases (Input Tax Credit)
TOTAL			-678.00	
2024-09-02	HYDRO ONE NETWORKS INC.			
2024-08-13	Receiver General	Municipal Facilities:Arena	-903.50 -117.46	JUN 27 - JUL 27, 2024 HST (ON) on purchases (Input Tax Credit)
TOTAL			-1,020.96	
2024-09-02	HYDRO ONE NETWORKS INC.			
2024-08-13		Public Works:Street Lights		JUN 26 - JUL 25, 2024
	Receiver General		-1./5	HST Rebate

03-10-24

Date	Name	Class	Paid Amount	N	Memo
2024-09-10	HYDRO ONE NETWORKS INC.				
2024-08-21 2024-08-21 2024-08-21 2024-08-21 2024-08-21 2024-08-21	Receiver General Receiver General Receiver General Receiver General Receiver General Receiver General	Municipal Facilities:Communi Sewer Sewer Admin Public Works Parks & Recreation Fire Department	-162.20 -100.78 -11.13 -41.57 -4.59 -312.57 -34.52 -140.92 -15.57 -34.35 -4.46 -177.91	HST Rebate JUN 27 - JUL 27, 2024 HST Rebate JUN 27 - JUL 27, 2024 HST Rebate JUN 27 - JUL 27, 2024 HST (ON) on purchases (Input Tax Credit) JUN 27 - JUL 27, 2024	
TOTAL	Receiver General		-19.65 -2,307.90	HST Rebate	
	HYDRO ONE NETWORKS INC.		101.00		
2024-08-21 TOTAL	Receiver General	Public Works:Street Lights		JUN 28 - JUL 25, 2024 HST Rebate	
2024-09-10	HYDRO ONE NETWORKS INC.				
2024-08-21 TOTAL	Receiver General	Municipal Facilities:Communi		JUN 27 - JUL 27, 2024 HST (ON) on purchases (Input Tax Credit)	
2024-09-10	INNOV8 OFFICE SOLUTIONS				
2024-07-31 2024-08-31 TOTAL	Receiver General Receiver General	Admin Admin	-84.87 -199.22	printer copy charge - Final Tax run HST Rebate Printer copies HST Rebate	

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-30	INNOV8 OFFICE SOLUTIONS			
2024-09-30	Receiver General	Admin		OCTOBER LEASE 2024 HST Rebate
TOTAL			-320.59	
2024-09-10	J.R. BRISSON EQUIPMENT			
2024-08-28	Receiver General	Public Works:# 8 - Backhoe		LATCH, SCREWS, WASHER, NUT HST Rebate
TOTAL			-81.24	
2024-09-10	Janix Janitorial Supplies			
2024-08-28	Receiver General	Municipal Facilities:Communi Municipal Facilities:Wellness Parks & Recreation:Splash Pad	-30.29 -50.86 -6.93	FLOOR PAD GARBAGE BAGS CLORINE HST (ON) on purchases (Input Tax Credit)
TOTAL	Receiver General		-5.62	HST Rebate
			110.10	
	K. SMART ASSOCIATES LIM			
2024-08-29	Receiver General	Public Works:Drainage		SERVICES RENDERED JULY 1-31, 2024 HST Rebate
TOTAL			-1,982.59	
2024-09-10	KPMG LLP			
2024-08-08	Receiver General	Admin	-25,587.55 -2,826.30	INTERIM AUDIT FEE FOR THE DECEMBER 31, 2023 YEAR END AUDIT HST Rebate
TOTAL			-28,413.85	
2024-09-03	KYLE & CHLOE O'BONSAWIN			
		Levies	-350.85	Tax refund due to secton 357
TOTAL			-350.85	

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-09	LIUNA 493			
2024-08-31		Public Works Public Works Public Works Admin Service Ontario CBO	-295.10 -295.10 -295.10 -295.10 -295.10 -295.10	407 576 232 249 253
		Public Works Municipal Facilities:Arena Public Works	-387.00 -295.10 -295.10 -295.10	569
	Receiver General			HST Rebate
TOTAL			-3,194.28	
2024-09-10	MANITOULIN-SUDBURY DIS			
2024-10-01		Admin Admin		LAND AMBULANCE SOCIAL HOUSING, ONTARIO WORKS, CHILD CARE
TOTAL			-36,352.75	
2024-09-10	MAXIMUM SIGNS			
2024-08-30	Receiver General	Public Works		15, 23 & 25 OSPREY CRT HST Rebate
TOTAL			-90.88	
2024-09-10	MINISTER OF FINANCE-HCMS			
2024-09-06		Admin	-770.00	APPLICATION #2024-00004968 BILLBOARD SIGN
TOTAL			-770.00	
2024-09-10	Ministry of Finance			
2024-08-31		Admin	-21,330.48	JULY 2024 POLICING SERVICES
TOTAL			-21,330.48	

03-10-24

TOTAL 2024-09-10				Memo
2024-09-10 N	Ministry of Finance - EHT			
2024-09-10 N			-1,400.90	August 2024 EHT
			-1,400.90	
	Municipality of French River			
2024-08-26		Animal	-2,505.64	ANIMAL CONTROL SERVICE JAN 1 - MAY 15, 2024
TOTAL			-2,505.64	
2024-09-10 ľ	MUNICIPALITY OF ST. CHA			
2024-07-04		Admin	-254.00	2024 FINAL
TOTAL			-254.00	
2024-09-10	NorthStar Mat & Uniform Re			
	Receiver General Receiver General	Admin Municipal Facilities:Wellness Municipal Facilities:Communi	-30.88 -52.85	MAT RENTAL MAT RENTAL MAT RENTAL HST (ON) on purchases (Input Tax Credit) HST Rebate
TOTAL			-160.97	
2024-09-10 (	OCWA			
2024-09-01 F	Receiver General	Sewer		SEPTEMBER 2024 HST Rebate
TOTAL			-5,078.25	
2024-09-10 (	Office Central			
2024-06-21		Admin		SHEET PROTECTORS
2024-08-26	Receiver General	Admin	-127.38	HST Rebate 2 BOXES OF PAPER
F TOTAL	Receiver General		-14.07	HST Rebate

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-09	OMERS Pension			
			-5,272.80 -5,272.80	OMERS Company OEMRS Employee
TOTAL			-10,545.60	
2024-09-10	PPE SOLUTIONS INC			STC002
2024-08-06	Receiver General	Fire Department		STARFIELD DEMO GEAR HST Rebate
TOTAL			-1,412.50	
2024-09-17	PRE EMPLOYMENT ESSEN			
2024-08-27	Receiver General	Landfill		CHAINSAW COURSE HST Rebate
TOTAL			-203.40	
2024-09-10	Public Health Sudbury & Dis			
2024-09-01		Admin	-6,735.24	SEPTEMBER 2024 MUNICIPAL LEVY
TOTAL			-6,735.24	
2024-09-11	Receiver General			
			-3,669.79 -1,542.25	CPP Employer CPP Employee El Employer El Employee Income Tax
TOTAL			-19,828.24	
2024-09-10	RESURRECTION DESIGN CO.			
2024-08-16		Fire Department	-386.00	REDRAW CREST, 15 NAVY BLUE SHIRTS & 4 RED TSHIRTS
TOTAL			-386.00	

03-10-24

#### Municipality of St.-Charles Cash Disbursements September 2024

Date	Name	Class	Paid Amount	Мето
2024-09-10	SAVARIA SALES, INSTALLA			
2024-04-22		Municipal Facilities:School R	-360.00	SINGLE MECHANIC SERVICE CHARGE
TOTAL			-360.00	
2024-09-10	SERVICE 1 2022 INC			
2024-09-06		Public Works:#18 - 2022 Bea	108 32	3/8 ID RGD SW OAL, BUSHING 1/2 GLAD HAND RED, ANTIFREEZE
2024-09-00	Receiver General	1 ubile Works.#10 - 2022 Dea		HST Rebate
TOTAL			-120.29	
2024-09-10	ST CHARLES PUBLIC LIBRA			
2024-08-28		Fire Department	21.61	SEPTEMBER 2024 NEWSLETTER
2024-00-20	Receiver General	Fire Department		HST Rebate
TOTAL			-24.00	
2024-09-10	St. Charles Foodmarket			
2024-06-03		Parks & Recreation:Splash Pad	-60.99	LIQUID SHOCK
	Receiver General	•		HST Rebate
2024-06-03		Municipal Facilities:Arena		1/2 X 3/8 BUSHING, OINK THREAD TAPE
2024-06-11	Receiver General	Municipal Facilities:Arena		HST (ON) on purchases (Input Tax Credit) GLOVES, PICKUP REACH TOOL
2024-00-11	Receiver General	Municipal Lacinties. Arena		HST (ON) on purchases (Input Tax Credit)
2024-06-14		Parks & Recreation:Splash Pad		HOSE CLAMP, CEMENT TRNSTN
	Receiver General			HST Rebate
2024-06-17		Admin		BIRTHDAY CAKE-PW CARD
	Receiver General	Admin		HST Rebate
2024-06-20		Municipal Facilities:Arena		DUCT TAPE
	Receiver General	·		HST (ON) on purchases (Input Tax Credit)
2024-06-24		Council		CHEESE, LETTUCE, WATER, TOMATOES, ONIONS, COOKIES,
2024-06-26	Dessitives Conservat	Parks & Recreation:Splash Pad		POOL TEST KIT
2024-07-16	Receiver General	Admin:Foodbank		HST Rebate LG GLOVES & ZIPLOC BAGGIES
2024-07-10	Receiver General	Admin. I bodbank		HST Rebate
2024-08-08		Parks & Recreation:2024 Zer		SLOW MOVING SIGN
		Public Works		MARKING PAINT
0004 00 40	Receiver General			HST Rebate
2024-08-13	Receiver General	Municipal Facilities:Communi		A/P CLEANER HST (ON) on purchases (Input Tax Credit)
2024-08-13		Parks & Recreation		STUDENT HYDRATION
	mber 2024 Disburgements \$22	E E02 40	5100	Dere 4

Total September 2024 Disbursements - \$235,593.19

03-10-24

Date	Name	Class	Paid Amount	Memo	
2024-08-21		Admin	-10.17	WINDSOR SYSTEM	
	Receiver General		-1.12	HST Rebate	
2024-08-21		Municipal Facilities:Communi		WALL ANCHORS TO HAND UP DEFIB	
	Receiver General			HST (ON) on purchases (Input Tax Credit)	
2024-08-26		Admin		KEY CUTTING OF OFFICE KEYS	
	Receiver General	<b>.</b> .		HST Rebate	
2024-08-27		Cemetery	-17.29	GREEN MARKING PAINT	
	Receiver General		-1.91		
2024-08-28	Danakan Ormanal	Municipal Facilities:Wellness	-7.99	PL PREMIUM 3X ADHESIVE	
0004 00 00	Receiver General		-1.04	HST (ON) on purchases (Input Tax Credit)	
2024-08-28	Receiver General	Municipal Facilities:Arena	-37.90 -4.93		
2024-06-13	Receiver General	Parks & Recreation:Ball Field	-4.93 -63.61	HST (ON) on purchases (Input Tax Credit) BOLTS FOR BLEACHERS	
2024-00-13		Parks & Recreation:Ball Field		SPRAY LIME	
	Receiver General	Faiks & Necleation. Dail Field	-23.34	HST (ON) on purchases (Input Tax Credit)	
2024-08-01	Receiver General	Parks & Recreation:Ball Field	-13.99		
2024 00 01	Receiver General			HST (ON) on purchases (Input Tax Credit)	
2024-06-13		Parks & Recreation:Ball Field	-82.32		
	Receiver General		-10.70		
2024-06-13		Parks & Recreation:Ball Field	-19.98	CABLE TIES	
	Receiver General		-2.60	HST (ON) on purchases (Input Tax Credit)	
2024-08-30		Public Works:#17 - 2022 Silv	-309.84	AUGUST 2024 FUEL	
		Public Works:# 2 - 2012 Wes	-1,525.27	AUGUST 2024 FUEL	
		Public Works:#11 - Utility Truck		AUGUST 2024 FUEL	
		Parks & Recreation:#13 - 201		AUGUST 2024 FUEL	
		Public Works:# 1 - 2015 Wes		AUGUST 2024 FUEL	
		Parks & Recreation:2024 Zer		AUGUST 2024 FUEL	
	Receiver General		-453.92	HST Rebate	
TOTAL			-5,375.12		
2024-09-10	Sun Life Assurance Compan				
	· · · · · · · · · · · · · · · · · · ·				
2024-09-01		Admin	-4.02	EAP	
		Admin	-4.02		
		Admin	-4.02		
	Receiver General		-1.33	HST Rebate	
TOTAL			-13.39		

03-10-24

Date	Name	Class	Paid Amount	Мето
2024-09-01	Sun Life Assurance Compan			
2024-09-01		Admin Admin Admin	-1,074.92 -1,074.92 -1,074.92	206
	Receiver General	Admin	-197.73	
TOTAL			-3,422.49	
2024-09-10	Sunwire Inc.			
2024-08-31		Admin	-6.09	AUGUST 2024 LONG DISTANCE CHARGES
2024-09-01	Receiver General	Admin	-0.67 -407 14	HST Rebate SEPTEMBER 2024
2024-03-01	Receiver General	Admin	-44.97	
TOTAL			-458.87	
2024-09-10	TRANS CANADA SAFETY			
2024-07-18		Fire Department		PERCOLITE 1 1/2" 38MM, LENTH; 100'/30.5M QC ALUM. COUPLING DIE CAST
2024-07-18	Receiver General	Fire Department		HST Rebate PERCOLITE DIAMETER
2024 07 10		Fire Department	-383.64	EYE WASH STATION
	Receiver General		-99.47	HST Rebate
TOTAL			-1,574.09	

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 7, 2024
Reason Before Council:	Priority:
For Information Only	Normal
Department:	Type of Meeting:
Finance/Treasury	Regular Meeting

#### Report Title: 2025 OPP Fees

#### **Recommended Resolution:**

For information only.

#### Analysis & Background:

The financial numbers for 2025 for OPP have been sent out. Please see attached.

A few things to note. Our household count increase from 996 to 1,008. Our annual cost went from \$262,064.00 to \$310,443.00. That is an 18.45% increase. However, since we are charged based on properties, and our count went up, it is more appropriate to base the increase on the per property charge which went from \$254.87 to \$285.90, which is a 12.17% increase. This increase of \$48,379.00 represents a 1.6% increase in tax levy based on the 2024 CVA.

#### Attachments:

• OPP 2025 Annual Billing Statement

Prepared By: Pamela McCracken, Treasurer

#### **OPP 2025 Annual Billing Statement**

#### St. Charles M

#### Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

			Cost per Property \$	Total Cost \$
Base Service	Property Counts			
	Household	1,008		
	Commercial and Industrial	31		
	Total Properties	1,039	189.44	196,824
	<i>·</i> · · · ·			
Calls for Service	(see summaries)	200 400 070		
	Total all municipalities	209,489,870	00.40	00.040
	Municipal portion	0.0398%	80.18	83,312
Overtime	(see notes)		8.91	9,255
Prisoner Transportation	(per property cost)		1.67	1,735
Accommodation/Cleaning Service	<b>s</b> (per property cost)	_	5.70	5,922
Total 2025 Estimated Cost		=	285.90	297,048
2023 Year-End Adjustment	(see summary)			13,395
Grand Total Billing for 2025				310,443
2025 Monthly Billing Amount				25,870

#### **OPP 2025 Annual Billing Statement**

#### St. Charles M Estimated costs for the period January 1 to December 31, 2025

#### Notes to Annual Billing Statement

- Municipal Base Services and Calls for Service Costs The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.

6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

#### OPP 2025 Estimated Base Services and Calls for Service Cost Summary Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service
	FTE	%	\$/FTE	\$	\$	\$
Uniform Members Note 1						
Inspector		100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander	8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant	. 38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant	226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable	,	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable		50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries	1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout				11,906,411	6,262,929	5,643,483
Shift Premiums			,	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector				1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries.				85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries.		• • • • • •	. 18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits				343,372,035	182,790,737	160,581,298
Detachment Civilian Members Note 1						
Detachment Administrative Clerk	164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk	. 3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist	. 1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration.	28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator	0.89	50.7	73,240	65,184	32,958	32,226
Cadet	1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries	. 200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries			36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits				21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits Note 2						
Communication Operators			6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards			2,061	3,977,812	2,091,915	1,885,897
Operational Support			7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support			3,208	6,191,568	3,256,120	2,935,448
Telephone Support			157	303,016	159,355	143,661
Office Automation Support			938	1,810,378	952,070	858,308
Mobile and Portable Radio Support			357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs				39,612,554	20,831,997	18,780,557
Total Salaries & Benefits				404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses Note 2						
			150	200 500	453 350	407 050
Communication Centre			150	289,506	152,250	137,256
Operational Support			1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support			360	694,814	365,400	329,414
Telephone			1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance Office Automation - Uniform			168	326,258	171,540	154,718
Office Automation - Uniform			4,487 1 154	8,660,089	4,554,305	4,105,784
Vehicle Usage			1,154 10,219	231,585 19,723,079	116,485 10,372,285	115,100 9,350,794
Detachment Supplies & Equipment			10,219	2,070,933	1,089,095	9,530,794 981,838
Uniform & Equipment			2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer			1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses			2,007	41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls	for Service	Cost		\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
						,,,
Total OPP-Policed Municipal Properties					1,246,809	
Base Services Cost per Property					\$ 189.44	

#### **OPP 2025 Estimated Base Services and Calls for Service Cost Summary**

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

#### **OPP 2025 Calls for Service Billing Summary**

#### St. Charles M

Estimated costs for the period January 1 to December 31, 2025

	Calls for Service Count					2025	Total	% of Total	2025
Calls for Service Billing Workgroups	2020	2021	2022	2023	Four Year Average	Average Time Standard	Weighted Time	Provincial Weighted Time	Estimated Calls for Service Cost
					Α	В	C = A * B		
					Note 1			Note 2	Note 3
Drug Possession	1	1	1	0	1	5.9	4	0.0002%	509
Drugs	0	0	0	0	0	88.1	0	0.0000%	0
Operational	62	66	95	108	83	3.9	323	0.0177%	37,122
Operational 2	33	39	28	27	32	1.7	54	0.0030%	6,209
Other Criminal Code Violations	4	4	7	4	5	7.1	34	0.0019%	3,879
Property Crime Violations	19	18	18	16	18	6.2	110	0.0060%	12,659
Statutes & Acts	16	9	13	21	15	3.5	52	0.0028%	5,938
Traffic	2	13	6	6	7	3.8	26	0.0014%	2,950
Violent Criminal Code	9	7	12	5	8	14.8	122	0.0067%	14,045
Municipal Totals	146	157	180	187	168		724	0.0398%	\$83,312

#### Provincial Totals (Note 4)

	Calls for Service Count				2025	Total	% of Total	2025	
Calls for Service Billing Workgroups	2020	2021	2022	2023	Four Year Average	Average Time Standard	Weighted Time	Provincial Weighted Time	Estimated Calls for Service Cost
					А	В	C = A * B		
					Note 1			Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

#### Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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#### OPP 2025 Calls for Service Details St. Charles M For the calendar years 2020 to 2023

	Calls for Service Count					
Calls for Service Billing Workgroups	2020	2021	2022	2023	Average	
		•				
Grand Total	146	157	180	187	167.50	
Drug Possession	1	1	1	0	0.75	
Drug Related Occurrence	1	1	0	0	0.50	
Possession - Other Controlled Drugs and Substances Act	0	0	1	0	0.25	
Operational	62	66	95	108	82.75	
Animal - Bear Complaint	1	0	0	0	0.25	
Animal - Bite	1	0	0	0	0.25	
Animal - Dog Owners Liability Act	0	0	1	3	1.00	
Animal - Injured	3	0	0	0	0.75	
Animal - Master Code	0	0	0	1	0.25	
Animal - Other	0	1	1	1	0.75	
Animal - Stray	3	6	5	1	3.75	
Assist Fire Department	1	1	0	3	1.25	
Assist Public	2	2	14	9	6.75	
Distressed / Overdue Motorist	0	0	0	1	0.25	
Dogs By-Law	0	0	0	1	0.25	
Domestic Disturbance	10	12	14	13	12.25	
Family Dispute	5	7	9	19	10.00	
Fire - Vehicle	0	1	0	0	0.25	
Firearms (Discharge) By-Law	1	0	0	0	0.25	
Found - Others	0	0	0	1	0.25	
Found Property - Master Code	0	0	0	1	0.25	
Insecure Condition - Master Code	0	2	0	1	0.75	
Lost - Household Property	0	0	0	1	0.25	
Lost - Others	0	0	0	1	0.25	
Lost - Vehicle Accessories	0	0	1	0	0.25	
Lost Property - Master Code	1	0	0	1	0.50	
Missing Person 12 & older	1	0	1	1	0.75	
Missing Person Located 12 & older	2	1	0	0	0.75	
Neighbour Dispute	10	6	32	32	20.00	
Noise Complaint - Animal	0	0	1	0	0.25	
Noise Complaint - Master Code	3	1	0	0	1.00	
Noise Complaint - Others	1	2	0	0	0.75	
Noise Complaint - Residence	0	1	0	0	0.25	
Other Municipal By-Laws	1	0	0	0	0.25	
Phone - Nuisance - No Charges Laid	1	0	1	0	0.50	
Phone - Other - No Charges Laid	1	0	1	0	0.50	
Sudden Death - Drowning	0	0	1	0	0.25	
Sudden Death - Natural Causes	1	4	2	1	2.00	
Sudden Death - Others	0	0	1	1	0.50	
Sudden Death - Suicide	0	0	0	1	0.25	
Suspicious Person	3	7	2	7	4.75	
Suspicious vehicle	5	5	3	2	3.75	
Trouble with Youth	4	3	2	2	2.75	
Unwanted Persons	0	3	3	2	2.00	

#### OPP 2025 Calls for Service Details St. Charles M For the calendar years 2020 to 2023

Calls for Service Billing Workgroups		Calls for Se	ervice Coun	t	Four Year
Calls for Service Billing workgroups	2020	2021	2022	2023	Average
Vehicle Recovered - All Terrain Vehicles	0	1	0	0	0.25
Vehicle Recovered - Automobile	0	0	0	1	0.25
Vehicle Recovered - Trucks	1	0	0	0	0.25
Operational 2	33	39	28	27	31.75
911 call - Dropped Cell	2	9	2	3	4.00
911 call / 911 hang up	12	15	8	9	11.00
False Alarm - Cancelled	1	1	1	0	0.75
False Alarm - Others	11	7	11	7	9.00
Keep the Peace	7	7	6	8	7.00
Other Criminal Code Violations	4	4	7	4	4.75
Animals - Cruelty	1	0	0	0	0.25
Bail Violations - Fail To Comply	1	1	2	1	1.25
Bail Violations - Others	0	0	0	1	0.25
Breach of Probation	1	1	0	2	1.00
Child Pornography - Making or distributing	0	0	1	0	0.25
Disturb the Peace	0	0	1	0	0.25
Indecent acts - Master Code	0	1	0	0	0.25
Obstruct Public Peace Officer	0	0	1	0	0.25
Offensive Weapons - Other Offensive Weapons	1	0	0	0	0.25
Trespass at Night	0	1	1	0	0.50
Utter Threats to Property / Animals	0	0	1	0	0.25
Property Crime Violations	19	18	18	16	17.75
Break & Enter	1	0	1	1	0.75
Fraud - False Pretence Under \$5,000	0	0	0	1	0.25
Fraud - Fraud through mails	1	0	0	0	0.25
Fraud - Master Code	3	5	0	1	2.25
Fraud - Money/property/security Over \$5,000	0	0	0	2	0.50
Fraud - Money/property/security Under \$5,000	1	1	0	1	0.75
Fraud - Other	2	2	3	1	2.00
Fraud - Steal/Forge/Poss./Use Credit Card	0	0	0	1	0.25
Identity Fraud	3	0	0	0	0.75
Mischief	4	5	1	2	3.00
Mischief Graffiti - Non-Gang Related	0	0	1	1	0.50
Personation with Intent (fraud)	0	0	1	0	0.25
Possession of Stolen Goods over \$5,000	0	0	0	1	0.25
Possession of Stolen Goods under \$5,000	1	0	0	0	0.25
Property Damage	1	0	1	0	0.50
Theft from Motor Vehicles Under \$5,000	0	0	1	0	0.25
Theft of - All Terrain Vehicles	1	0	0	0	0.25
Theft of Motor Vehicle	0	1	3	1	1.25
Theft Under \$5,000 - Gasoline Drive-off	0	1	0	1	0.50
Theft Under \$5,000 - Master Code	0	0	1	0	0.25
Theft Under \$5,000 - Other Theft	0	2	5	2	2.25
		. –		. –	
Theft Under \$5,000 Shoplifting	1	1	0	0	0.50

#### OPP 2025 Calls for Service Details St. Charles M For the calendar years 2020 to 2023

Colle for Sorvice Pilling Workgroupe		Calls for Service Count					
Calls for Service Billing Workgroups	2020	2021	2022	2023	Average		
Children's Law Reform Act - Custody order	0	0	1	0	0.25		
Custody Dispute	1	0	0	0	0.25		
Landlord / Tenant	6	4	7	12	7.25		
Mental Health Act	0	0	2	5	1.75		
Mental Health Act - Apprehension	0	0	0	1	0.25		
Mental Health Act - Attempt Suicide	0	0	1	0	0.25		
Mental Health Act - No contact with Police	1	0	0	1	0.50		
Mental Health Act - Threat of Suicide	3	2	0	0	1.25		
Trespass To Property Act	5	3	2	2	3.00		
Traffic	2	13	6	6	6.75		
MVC - Personal Injury (Motor Vehicle Collision)	0	2	1	1	1.00		
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	0	0	0	1	0.25		
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	0	2	1	0	0.75		
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	2	8	4	4	4.50		
MVC (Motor Vehicle Collision) - Master Code	0	1	0	0	0.25		
Violent Criminal Code	9	7	12	5	8.25		
Assault - Level 1	5	2	4	1	3.00		
Assault With Weapon or Causing Bodily Harm - Level 2	1	1	1	0	0.75		
Criminal Harassment	1	1	2	0	1.00		
Forcible confinement	0	1	1	0	0.50		
Indecent / Harassing Communications	0	0	1	1	0.50		
Sexual Assault	1	0	0	1	0.50		
Sexual Interference	1	2	0	0	0.75		
Utter Threats to Person	0	0	3	2	1.25		

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#### **OPP 2023 Reconciled Year-End Summary**

#### St. Charles M

Reconciled cost for the period January 1 to December 31, 2023

			Cost per Property \$	Reconciled Cost \$	Estimated Cost \$
Base Service	Property Counts	_			
	Household	997			
	Commercial and Industrial	30			
	Total Properties	1,027	174.11	178,816	170,135
Calls for Service					
	Total all municipalities	187,830,598			
	Municipal portion	0.0418%	76.46	78,523	74,654
Overtime			10.30	10,578	10,218
Prisoner Transportation	(per property cost)		1.45	1,489	1,202
Accommodation/Cleaning Services	(per property cost)	-	5.06	5,197	5,001
Total 2023 Costs		=	267.38	274,602	261,210
2023 Billed Amount				261,207	
2023 Year-End-Adjustment				13,395	

#### Notes

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

This amount is incorporated into the monthly invoice amount for 2025.

The difference between the estimated and billed amount is due to rounding the bills to the nearest dollar throughout the year.

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# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 7, 2024
Reason Before Council:	Priority:
Financial Approval	Normal
Department:	Type of Meeting:
Protection to Persons & Property	Regular Meeting

#### **Report Title**: Pumper Truck Financing

#### **Recommended Resolution:**

The Council direct the Treasurer on the amount to be borrowed and what reserve is to be used. A future report will be presented once we receive more lending terms for comparison.

#### **Options:**

- 1. Use reserves from the second group of reserves listed below to bring down the borrowed amount to the desired figure.
- 2. Borrow the original suggested amount of \$600,000.00.

#### Analysis & Background:

The Treasurer asked the Director of Operations and Fire Chief to provide a list of vehicles and equipment that they feel will need to be replaced in the next five (5) years to give Council and idea of some of the future funding requirements. That list is below.

	2025	2026	2027	2028	2029
2014 Chevy					
Silverado	\$45,000.00				
2012 Western					
Star #2	\$380,000.00				
2004 #11 Ford					
Utility Truck					
F550	\$80,000.00				
2015 Western		\$380,000.0			
Star #1		0			



2022 Chevrolet Silverado					\$65,000.00
2005 Case					+ ,
Model 580sm					
Backhoe with					
loader					\$135,000.00
2008 Case 650					
Crawler Dozer *					
rehab	\$25,000.00				
Trailer for					
generator	\$6,000.00				
Fire Department					
Breathing					
Apparatuses	\$40,000.00				
2006					
International					•
Fire Tanker					\$600,000.00
New Playground		\$250,000.0			
Structure		0			
Arena Grant					
Upgrades	\$371,450.00				
		\$630,000.0			
	<b>MO 47 450 00</b>	0	<b>#0.00</b>	<b>#</b> 0 00	<b>©</b> 000 000 00

\$947,450.000\$0.00\$0.00\$800,000.00

There is also the Lake Road, East and West side Village Roads rehabilitation projects that are expected in the next few years. Depending on which direction Council chooses, these projects can be in the millions.

From the 2024 budget, the below is the expected reserve balances at the end of 2024. Please note that approx. \$135,000.00 will be taken from the Fire Department reserve to bring the loan amount to \$600,000.00.

Landfill Restoration Reserve	\$48,514.06
Sewer Reserve	\$204,885.77
Election Reserve	\$10,323.39
Safe Restart	\$92,986.97
Cenotaph Reserve	\$15,217.59
Reserve - Library	\$14,121.08
Hot & Cold Meals	\$6,838.81
Fire Department Reserve	\$196,618.81
PW Equipment Reserve	\$1,301,546.17
Working Capital Reserve	\$54,644.06
Parks and Recreation	\$1,117.02



\$27,621.36		
\$200,148.46		
\$154,811.54		
\$121,032.51		
\$42,930.50		
\$0.00		
\$0.00		
\$0.00		

They have been grouped into five (5) different categories.

The first group of reserves that are set aside for specific reasons and should not, and some, can not be used to other purposes than originally intended for.

The second group, in the Treasurers opinion, should be combined and called Asset Management Plan Reserve, as they all relate to funding capital in different departments. The Asset Management Plan will document what the funds are used for and when.

The third group is your discretionary reserves that are put aside for "one offs" or items that are not included in the Asset Management Plan. For example, if our Asset Management Plan was fully funded, the Grant that we applied for the arena upgrades, should have most of the funds already saved up, however, the solar panels is a new asset, therefore we would not have been placing money into reserve for it, so these funds could come out of this reserve, or would need to be a loan of some sort. Going forward, the AMP reserve contribution would need to increase to now account for the replacement of the solar panels over its estimated life cycle.

The fourth group are obligatory reserves that have set guidelines set by the organization that provide the funding. We use these funds yearly for our road work and even if we could use these funds for the purchase of the Pumper, it would not be recommended as we always have road work to complete.

The last group are reserves that have a zero balance at the end of 2024, and there are no plans to contribute to these reserves in the future.

Funds can be used from the reserve to lower the borrowing amount, but just know that the cost of borrowing in the future will increase since the future needs of the Municipality cost more than what we have in reserves.



Based on the previous Council meeting, it was agreed upon a 10-year term. The Treasurer has placed some calls to other financial institutions for funding terms, but as of writing this report, has not heard back from them. The chart below is based off the rates provided by Infrastructure Ontario from the previous report.

Loan Amount	\$600,000.00	\$550,000.00	\$50,000.00
Duration	10	10	10
Total Interest Paid	\$124,003.00	\$113,669.00	\$103,336.00
Yearly Financial			
Commitment	\$72,400.00	\$66,367.00	\$60,334.00

Another thing that Council needs to keep in mind is our Annual Repayment Limit (ARL). This is the max amount that the Ministry of Municipal Affairs and Housing would like to see to ensure that the Municipality does not become a going concern.

Attached you will see our most recent ARL which states that we have \$591,976.00 in principal and interest payments before we reach our limit. In 2023 we did have a tile drain loan of \$35,100.00 with an annual repayment of \$4,768.98, which must be deducted from the \$591,976.00, leaving us \$587,207.00. We would also need to deduct the yearly financial commitment stated above depending on the scenario we go with.

The chart below came from the same report and is very important for our future financial planning. This gives a very clear picture of what are limits because we do know that we have many high-priced projects in the near future. Also allow us some room or unexpected emergencies.



#### FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

	5% Interest Rate		
(a)	20 years @ 5% p.a.	\$	7,377,329
(a)	15 years @ 5% p.a.	\$	6,144,508
(a)	10 years @ 5% p.a.	\$	4,571,082
(a)	05 years @ 5% p.a.	\$	2,562,946
	7% Interest Rate		
(a)	7% Interest Rate 20 years @ 7% p.a.	\$	6,271,402
(a) (a)		\$ \$	6,271,402 5,391,667
	20 years @ 7% p.a.	+	

#### Attachments:

- By-Law 2017-13 Reserve and Reserve Fund
- By-Law 2017-13 Reserve and Reserve Fund Policy Schedule
- 2024 Annual Repayment Limit

**Prepared By**: Pamela McCracken, Treasurer

#### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

#### BY-LAW NUMBER 2017-13

#### BEING A BY-LAW TO ESTABLISH A RESERVE AND RESERVE FUND POLICY

**WHEREAS,** section 290 of the Municipal Act, 2001 provides that a municipality's budget shall set out amounts to be paid into and out of reserves.

**AND WHEREAS** Council deems it desirable to establish a policy to establish a framework of consistent principles, standards and guidelines for the establishment, maintenance, management, authorization of use, accounting for, and reporting requirements to Council for reserves and reserve funds.

**NOW THEREFORE** Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

Approval and adoption of the Municipality of St.-Charles Reserve and Reserve Fund Policy; the confirmation of all Reserves and Reserve Funds as set in out in Schedules A,B, C attached and the repeal all other previous By-laws and resolutions for the establishment of Reserves and Reserve Funds.

# READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 17TH DAY OF MAY, 2017.

## Schedule A - Summary of Obligatory Reserve Funds

Reserve Fund Name (Account #)	Capital or Operating	Purpose	Source of Funding	Balance at December 31, 2016	Performance Target	FIR line
Federal Gas Tax 1-2-1000- 1140 *	Capital & Operating	The federal Gas Tax Fund is a permanent source of funding for municipal infrastructure	Contributions from the Federal Government	25,534.39	N/A	5690

• \* This account is in both a separate savings account as noted above and general ledger account # 1110509022

### Schedule B - Summary of Discretionary Reserve Funds

Reserve Fund Name	Capital or Operating	Purpose	Source of Funding	Balance at Dec 31, 2016	Performance Target	Segregated Asset	FIR line
Contingency Reserve Fund 1-2-3-9002	Operating	Established to fund operating deficits or unexpected, operating pressures for current and/or future years	Funding through year end budget surplus contributions	100,133.15	N/A	1-1-1050- 9029 Savings account	5020
Fire Department Reserve Fund 1-2-3-9005	Capital	Established for the capital replacement, expansion and improvement of Fire Department facilities, vehicles, and equipment.	Direct contributions from the tax levy as set out by resolution	46,075.67	Per Asset Management Plan	1-1-1050- 9026 savings account	5050 part
Garbage Reserve Fund 1-2-3-9006	Capital	Established for improvements and capital purchase in area of solid waste management	Direct contributions from the tax levy as set out by resolution	26,882.84	Per Asset Management Plan	1-1-1050- 9023 savings account	5240
Landfill Restoration Reserve Fund 1-2-3-9021	Capital	Established for the closure and post closure costs of the municipal landfill	Direct contributions from the tax levy as set out by resolution.	6,601.60	Per engineers report – to be funded in 200+ years,	1-1-1050- 9031 savings account	5245
Wastewater Infrastructure Renewal Reserve Fund 1-2-3-9007	Capital	Established for the capital replacement, expansion and improvement of wastewater infrastructure.	Direct contributions from the tax levy as set out by resolution	82,268.82	Per Asset Management Plan	1-1-1050- 9030 savings account	5225

Public Works Reserve Fund 1-2-3-9009	Capital	Established for the capital replacement, expansion, and improvement of road infrastructure, public works facilities, vehicles + equip.	Direct contributions from the tax levy as set out by resolution and the proceeds on the disposal of vehicle and equipment	185,233.94	Per Asset Management Plan	1-1-1050- 9024 savings account	5050 part
Election Reserve Fund 1-2-3-9008	Operating	To fund future anticipated municipal election costs, used every four years	Direct contributions from the tax levy as set out by resolution	5,125.98	\$25,000 \$6250/yr. to accumulate for election	1-1-1050- 9028 savings account	5205
Park & Recreation Reserve Fund 1-2-3000- 9010	Capital & Operating	To fund future parks and recreation requirements	Direct contributions from the tax levy as set out by resolution	20,038.51	\$40,000	1-1-1050- 9032	5274
Youth, Outdoor, Play Playground Advisory Reserve Fund (YOPAC) 1-2-3000- 9011	Capital	To fund future parks and recreation requirements	Direct donations from Special Events Committee Fund raising	0.0	\$200,000	TBD	5265
Municipal Software & Hardware Replacement Reserve Fund	Capital and Operating	To fund municipal software and hardware needs	Direct contributions from the tax levy as set out by resolution	0.0	50,000	TBD	5290

Cenotaph	Capital	To fund the perpetual care of	Contributions from donations and	0.0	TBD	TBD	5274
Reserve Fund	and	the Cenotaph and Nov. 11	tax levy				
	Operating	programming activities					

Reserve Name (account #)	Reserve Type	Purpose	Source of Funding	Balance at December 31, 2016	Performance Target	FIR line
Working Capital Reserve 1-2-3000- 9003	Working Fund	To provide working capital for the Municipality	General surplus	\$54,644	15% to 25% of prior year tax levy	5225
Tax Rate Stabilization Reserve <mark>New account</mark>	Economic Stability	To fund tax revenue shortfalls, one time expenditures, as well as other contingencies such as major MPAC appeals	General surplus	Nil	5% to 10% of prior year municipal tax levy	5091
Wastewater Stabilization Reserve New account	Economic Stability	To fund any annual operating deficit in wastewater services, retaining surpluses in order to fund deficits, any balance exceeding the suggested limit may shift to wastewater infrastructure renewal reserve fund	Surplus of Sewer/wastewater user fees in excess of operating costs	Nil	50% of prior year wastewater operating expenses	5030
Winter Control Stabilization <mark>New account</mark>	Economic Stability	To mitigate impact of heavy snow falls on winter control expenditures	Tax levy / unspent winter control funds	Nil	25% of 5 year average winter control costs	5216

## Schedule C - Summary of Reserves



777 Bay Street, Toronto, Ontario M5G 2E5

# 2024 ANNUAL REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403 / 02)

MMAH CODE:	88413
MUNID:	52004
MUNICIPALITY:	St-Charles M
UPPER TIER:	
REPAYMENT LIMIT	:

### FOR ILLUSTRATION PURPOSES ONLY,

The additional long-term borrowing which a municipality could undertake over a 5-year, a 10-year, a 15-year and a 20-year period is shown.

If the municipalities could borrow at 5% or 7% annually, the annual repayment limits shown above would allow it to undertake additional long-term borrowing as follows:

	5% Interest Rate	
(a)	20 years @ 5% p.a.	\$ 7,377,329
(a)	15 years @ 5% p.a.	\$ 6,144,508
(a)	10 years @ 5% p.a.	\$ 4,571,082
(a)	05 years @ 5% p.a.	\$ 2,562,946
	7% Interest Rate	
(a)	20 years @ 7% p.a.	\$ 6,271,402
(a)	15 years @ 7% p.a.	\$ 5,391,667
(a)	10 years @ 7% p.a.	\$ 4,157,792
		\$ 2,427,218

Page: 01 of 02

Date Prepared: 11-Mar-24

## DETERMINATION OF ANNUAL DEBT REPAYMENT LIMIT

(UNDER ONTARIO REGULATION 403/02)

			00440
MUNIC	CIPALITY: St-Charles M	MMAH CODE:	88413
			1
	Debt Charges for the Current Year		\$
0210	Principal (SLC 74 3099 01)		142,544
0220	Interest (SLC 74 3099 02)		13,644
0299		Subtotal	156,188
0610	Payments for Long Term Commitments and Liabilities financed from the consolidated statement of		
0010	operations (SLC 42 6010 01)		0
9910		Cotal Dabt Charges	156,188
3310		Total Debt Charges	130,100
			1
	Amounts Recovered from Unconsolidated Entities		\$
1010	Electricity - Principal (SLC 74 3030 01)		0
1020	Electricity - Interest (SLC 74 3030 02)		0
1030	Gas - Principal (SLC 74 3040 01)		0
1040	Gas - Interest (SLC 74 3040 02)		0
1050	Telephone - Principal (SLC 74 3050 01)		0
1060	Telephone - Interest (SLC 74 3050 02)	–	0
1099		Subtotal	0
1410	Debt Charges for Tile Drainage/Shoreline Assistance (SLC 74 3015 01 + SLC 74 3015 02)		0
1411	Provincial Grant funding for repayment of long term debt (SLC 74 3120 01 + SLC 74 3120 02)		0
1412	Lump sum (balloon) repayments of long term debt (SLC 74 3110 01 + SLC 74 3110 02)		0
4 420	Total Date Char	nos to be Eveluded	0
1420		ges to be Excluded	0
9920		Net Debt Charges	156,188
			1
			\$
1610	Total Revenue (SLC 10 9910 01)		5,248,691
	Excluded Revenue Amounts		
2010	Fees for Tile Drainage / Shoreline Assistance (SLC 12 1850 04)		0
2210	Ontario Grants, including Grants for Tangible Capital Assets (SLC 10 0699 01 + SLC 10 0810 01 + Sl	C10 0815 01)	1,722,261
2220	Canada Grants, including Grants for Tangible Capital Assets (SLC 10 0820 01 + SLC 10 0825 01)		205,648
2225	Deferred revenue earned (Provincial Gas Tax) (SLC 10 830 01)		0
2226	Deferred revenue earned (Canada Gas Tax) (SLC 10 831 01)		0
2230	Revenue from other municipalities including revenue for Tangible Capital Assets (SLC 10 1098 01 +	SLC 10 1099 01)	0
2240	Gain/Loss on sale of land & capital assets (SLC 10 1811 01)		196,032
2250	Deferred revenue earned (Development Charges) (SLC 10 1812 01)		0
2251	Deferred revenue earned (Recreation Land (The Planning Act)) (SLC 10 1813 01)		0
2256	Deferred revenue earned (Community Benefits) (SLC 10 1815 01)		0
2252	Donated Tangible Capital Assets (SLC 53 0610 01)		0
2253	Other Deferred revenue earned (SLC 10 1814 01)		0
2254 2255	Increase / Decrease in Government Business Enterprise equity (SLC 10 1905 01)	804.04	0
2200	Other Revenue (SLC 10 1890 01 + SLC 10 1891 01 + SLC 10 1892 01 + SLC 10 1893 01 + SLC 10 1 + SLC 10 1895 01 + SLC 10 1896 01 + SLC 10 1897 01 + SLC 10 1898 01)	094 01	132,094
2299		Subtotal	2,256,035
2410	Fees and Revenue for Joint Local Boards for Homes for the Aged		0
2610		Net Revenues	2,992,656
2620	25	% of Net Revenues	748,164
9930	ESTIMATED ANNUAL F		591,976
//30		less Net Debt Charges)	001,010

\* SLC denotes Schedule, Line Column.

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 8, 2024
Reason Before Council:	Priority:
Policy Direction / Approval	Normal
Department:	Type of Meeting:
General Government	Regular Meeting

**Report Title**: Enbridge - Request for Support Letter

### **Recommended Resolution:**

That Council formally expresses our support for the natural gas expansion project to our community of St.-Charles, Ontario.

And that the Mayor is authorized to send a letter on behalf of the Municipality in support of the natural gas expansion project.

### Analysis & Background:

Enbridge has requested a letter of support from the Municipality as part of the application process to the Energy Board of Ontario.

Sample letter:

Nicole Lehto, Director, Eastern & Northern Region Enbridge Gas 400 Coventry Rd. Ottawa, ON K1K 2C7

Dear Ms. Lehto,

Re: Expression of Support for Natural Gas Expansion to St. Charles, ON

On behalf of the Municipality of St. Charles, I would like to formally express our support for the natural gas expansion project to our community.

The Government of Ontario announced plans to further increase access to natural gas by making financial support available for new service expansion



projects. The Natural Gas Expansion Program to St.-Charles will unlock financial support needed to expand natural gas service to new areas that are not economically feasible without support.

Natural gas is the most common, affordable heating fuel in Ontario. We fully support the efforts of Enbridge Gas Inc., the OEB and the Ministry of Energy. We look forward to working together to expand natural gas access to St.-Charles and attract new opportunities, help create jobs and lower monthly costs for our residents.

Sincerely,

Mayor Paul Branconnier Municipality of St.-Charles

### Attachments:

• Nil.

Prepared By: Denis Turcot, CAO

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 2, 2024
Reason Before Council:	Priority:
Financial Approval	Normal
Department:	Type of Meeting:
General Government	Regular Meeting

Report Title: Save On Energy Grant – Lighting Retrofit

### **Recommended Resolution:**

That Council approves the amount of \$3,203.55 to upgrade the lights at the Wellness Center and Community Center;

Further that funding for these lighting upgrades, if insufficient funds remain in the operating budget, be funded through the Contingency Reserve.

### Analysis & Background:

The former Assistant to Department Heads had visited the municipal buildings back in August with a representative from Save On Energy which current has a retrofit programs for small businesses running. I have attached the various project proposals. Four (4) of the projects had no costs to the Municipality and were given the go ahead for the retrofit. However, two (2) of the projects had a cost associated with the retrofit.

	Cost	Grant ¢	Our share	Yearly savings* ¢	ROI* (yrs)
Wellness Center - Univi	\$ 1,567.87 \$	↓ 1,567.87 \$	\$ -	φ 181.44 \$	
Arena - Foodbank Only	942.42	942.42 \$	\$ -	95.85 \$	
Municipal Office Wellness Center - Common	\$ 3,315.14	3,315.14 \$	\$ -	310.56 \$	
area	\$ 3,094.74	3,094.74 \$	\$ -	1,281.54 \$	
Community Center	\$ 6,301.78	3,859.85 \$	\$ 2,441.93	713.61 \$	3.42
Fitness Center	\$ 4,298.52	3,536.90	\$ 761.62	300.25	2.54
Total	¢ 10,520,47	\$ 16.316.92	\$ 3.203.55	\$	1.11
TOTAL	\$ 19,520.47	\$ 16,316.92	\$ 3,203.55	2,883.25	1.11



\* Note that savings were based on estimated operating hours, actual savings will vary.

### Attachments:

• Save On Energy Work Orders (x6)

Prepared by: Denis Turcot, CAO

Project ID: 29398670 | Participant ID: 1033-26939





#### **1. PARTICIPANT INFORMATION**

#### Business Name: ST CHARLES WELLNESS CENTRE Business Operating Name: ST CHARLES WELLNESS CENTRE Street: 1 KING ST Unit #: UNIT 1 City: ST CHARLES,POM2WO

Contact Name: **DENIS TURCOTT** Contact Phone Number: (705) 867-2813 Alternate Phone Number: Email Address: cao@stcharlesontario.ca

#### 2. BILLING ADDRESS

Business Name: ST CHARLES WELLNESS CENTRE Street: 1 KING ST Unit #: UNIT 1 City: ST CHARLES,POM2W0

Facility: Government/Public - Other Multiple Work Orders: No Previous Participant Save on Energy: No Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 5 Square Footage: 0 Peak Demand(kW): N/A Annual Electricity(kWh): N/A

Denis Turcot

### 3. FACILITY OPERATING SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
OPEN 24 HOURS	OPEN 24 HOURS	OPEN 24 HOURS	OPEN 24 HOURS	OPEN 24 HOURS	OPEN 24 HOURS	OPEN 24 HOURS
Total annual one	ration hours: 8496	A Date Start				

### 4. ASSESSOR'S INFORMATION

Assessor Name: **Vanessa Wark** Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/10/2024

### 5. CONTRACTOR INFORMATION

Company Name: **Hooked Up Electrical** Installer's Name: *HST Registration #:* 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

### Site Voltage

Audit Comments:

120

HOURS ARE AS ADVISED FROM CLIENT

#### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398670 | Participant ID: 1033-26939

### **6A. ELIGIBLE MEASURES BEING INSTALLED**

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant Incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

#### Table 1

Existing Equipment	Eligible Measure	Participant Inc. Qty.	Standard. Inc. Qty.	Location	Hgt.	сст	(\$) Participant Incentive / Unit	(S) Standard Incentive / Unit	(\$) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	\$/kWh	Measure Cost
2 Lamp - 32W T8 (Normal Bailast Factor) - Electronic Instant Start Ballast	Type B LED T8 (2 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	7	0	HALLWAYS	10	50К	61,53	8.00	0.00	1843.63	0.0019	0,23	430.71
4 Lamp - 40W T12 Magnetic Ballast	2'x 4'Integral LED Troffer 23000 Lumen Output	6	0	; HALLWAYS	' 10	35K/40K/50K	198.00	40.00	0.00	6117.12	.0016	0.19	1188.00
2 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	1' x 4' Integral LED Troffer 21500 Lumen Output	4	٥	HALLWAYS	10	35K/40K/50K	160 00	30,00	0.00	679.68	0.0011	0.94	640.00
4 Lamp - 40W T12 Magnetic Ballast	2'x 4' Integral LED Troffer ≥3000 Lumen Output	2	0	HALLWAYS	10	35K/40K/50K	198.00	40.00	0.00	2039.04	0.0005	0.19	396.00
ESA Fees	ESA - 1 – 20 new replacement devices (new fixtures)	1	0	HALLWAYS	0		42,00	0.00	0.00	0.00	0.0000	0	42.00
5A Fees	ESA- Retrofitted Luminaires - for conversion with ≤ 50 luminaires. 1- 50 luminaires	1	o	HALLWAYS	0		42.00	0.00	0.00	0.00	0.0000	0	42.00

#### 6B. MEASURES DECLINED BY THE PARTICIPANT

Existing Equipment	Eligible Measure	Quantity	Location	Height	сст





Project ID: 29398670 | Participant ID: 1033-26939

#### 7. PAYMENT SUMMARY TABLE

	Sub-Total	HST	Total
Participant Incentive Amount	2738.71	356.03	3094.74
Standard Incentive Amount	0.00	0.00	0.00
Total Incentive Amount	2738.71	356.03	3094.74
Participant Contribution	0.00	0.00	0.00
Total Retrofit Cost	2738.71	356.03	3094.74
	\$ Participar	0.00	

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

#### SIGNATURE

#### **Pre-Installation**

Business Name: ST CHARLES WELLNESS CENTRE Signee Name: Title: Authorized Signature:

### Post-Installation

Business Name: ST CHARLES WELLNESS CENTRE Name: Title: Authorized Signature:

Denis Turcot Denis Turcot (Oct 2, 2024 12:31 EDT

Date: 02/10/24

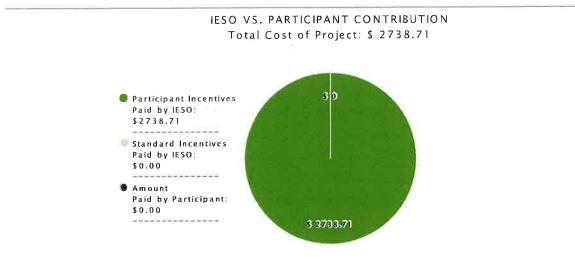
Date:

Washington and a state of the second state

IESO VS. PARTICIPANT CONTRIBUTION

Total Cost of Project: \$2,738.71 Total Peak Demand Savings: 0.0052 Total kWh Amount: 10679.47 Estimated Savings: \$1,281.54

Assuming price of \$0,12/kWh



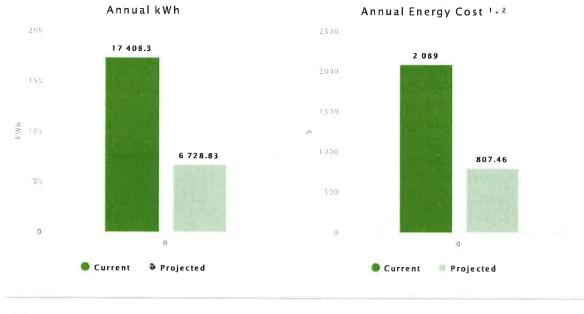
Project ID: 29398670 | Participant ID: 1033-26939

### **ENERGY USE AND COST COMPARISON**

### Annual Energy Usage Reduction (kWh)

Current Usage	Projected Usage	Reduction	Reduction	Current Cost	Projected Cost	Savings	Cost Savings
(kWh)	(kWh)	(kWh)	(%)	(\$) <sup>1, 2</sup>	(\$) <sup>1, 2</sup>	(\$)	(%)
17408.30	6728.83	10679.47	61.35	2089.00	807.46	1281.54	61.35

### **Energy Comparison**



### YEARLY SAVINGS

Estimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:	
10679.47	\$1,281.54	
Independent Electricity System Operator		
120 Adelaide Street West, Suite 1600, Toronto, ON M5H 1T1		
customer.relations@ieso.ca		
www.ieso.ca		

Annual Energy Cost Reduction (\$)

eso connecting Today. Towaring Tomorrow





Project ID: 29398670 | Participant ID: 1033-26939

### Legal

### SMALL BUSINESS PROGRAM

### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"), By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1, if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2. if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP.

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures in the other signed work Order has been completed, wou acknowledge and agree that you will not be eligible Measures in the other signed Work Order has been completed, wou acknowledge and agree that you will not be eligible Measures in the other signed Work Order has been completed and approved of by the IESO or Program Delivery Agent.

10. You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.





Project ID: 29398670 | Participant ID: 1033-26939

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

13. Environmental Attributes,

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attribute Funding Percentage means, in respect of an Eligible Measure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of the Eligible Measure(s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes and the Participant Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes is environmental Attributes. Environmental Attributes and the Environmental Attributes and the Environmental Attributes and the Environmental Attributes.

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.

(e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to:

 (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter. You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.ieso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023





Project ID: 29398670 | Participant ID: 1033-26939

18. If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20. Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The terms and conditions of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES WELLNESS CENTRE

Denis Turcot

Authorized Signature Signatory Name: DENIS TURCOTT Title: CAO /MANAGER Date:

02/10/24 IESO Contact Information:

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023

# 29398670 (1)

Final Audit Report

2024-10-02

Created:	2024-10-02
Ву:	Vanessa Wark (vwark@summerhill.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANGaUWvL-eCZz16vsv40myemlh2VXXWka

# "29398670 (1)" History

- Document created by Vanessa Wark (vwark@summerhill.com) 2024-10-02 - 3:35:34 PM GMT
- Document emailed to cao@stcharlesontario.ca for signature 2024-10-02 3:35:39 PM GMT
- Email viewed by cao@stcharlesontario.ca 2024-10-02 - 4:29:03 PM GMT
- Signer cao@stcharlesontario.ca entered name at signing as Denis Turcot 2024-10-02 - 4:31:57 PM GMT
- Document e-signed by Denis Turcot (cao@stcharlesontario.ca) Signature Date: 2024-10-02 - 4:31:59 PM GMT - Time Source: server
- Agreement completed. 2024-10-02 - 4:31:59 PM GMT

Project ID: 29398727 | Participant ID: 1033-26940





### **1. PARTICIPANT INFORMATION**

Business Name: ST CHARLES CENTRE DE SANTE Contact Name: DENIS TURCOTT Business Operating Name: ST CHARLES CENTRE Contact Phone Number: (705) 867-2032 DE SANTE Street: 1 KING ST Unit #: UNIT 4 City: ST CHARLES, POM2W0

Facility: Commercial - Small Office Multiple Work Orders: No Previous Participant Save on Energy: No Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 6 Square Footage: 0

Alternate Phone Number: Email Address: cao@stcharlesontario.ca

### 2. BILLING ADDRESS

Business Name: ST CHARLES CENTRE DE SANTE Street: 1 KING ST Unit #: UNIT 4 City: ST CHARLES, POM2W0

### **3. FACILITY OPERATING SCHEDULE**

Peak Demand(kW): N/A Annual Electricity(kWh): N/A

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	CLOSED	CLOSED	
Total annual operat	ion hours: 2000						

Denis Turcot

### 4. ASSESSOR'S INFORMATION

Assessor Name: Vanessa Wark Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/10/2024

### 5. CONTRACTOR INFORMATION

Company Name: Hooked Up Electrical Installer's Name: HST Registration #: 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

### Site Voltage

### Audit Comments:

120

HOURS ARE AS ADVISED FROM CLIENT

#### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398727 | Participant ID: 1033-26940

### 6A. ELIGIBLE MEASURES BEING INSTALLED

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant Incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

### Table 1

Existing Equipment	Eligible Measure	Participant Inc. Qty.	Standard. Inc. Qty.	Location	Hgt.	ССТ	(\$) Participant Incentive / Unit	(\$) Standard Incentive / Unit	(S) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	\$/kWh	Measure Cost
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type 8 LED T8 (4 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	8	D	OFFICE	8	50K.	97.75	16.00	0.00	896.00	0.0022	0.87	782.00
3 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type B LED T8 (3 lamp) ≤14W (Nominal Lamp Wattage) MinImum 1500 Lumen Output Per Lamp	7	0	OFFICE	8	SOK.	80.50	12.00	0.00	616.00	0.0019	0.91	563.50
ESA Fees	ESA - Retrofitted Luminaires - for conversion with ≤ 50 luminaires, 1- 50 luminaires	1	0	OFFICE	0		42.00	0.00	0.00	0_00	0.0000	0	42.00

### **6B. MEASURES DECLINED BY THE PARTICIPANT**

Existing Equipment Eligible Measure Quantity Location Height CCT





Project ID: 29398727 | Participant ID: 1033-26940

### 7. PAYMENT SUMMARY TABLE

	Sub-Total	HST	Total
Participant Incentive Amount	1387.50	180.38	1567.87
Standard Incentive Amount	0.00	0.00	0.00
Total Incentive Amount	1387.50	180.38	1567.87
Participant Contribution	0.00	0.00	0.00
Total Retrofit Cost	1387.50	180.38	1567.88
	\$ Participan	t Payment to Contractor:	0.00

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

#### SIGNATURE

### **Pre-Installation**

Business Name: ST CHARLES CENTRE DE SANTE Signee Name: Title: Authorized Signature:

### **Post-Installation**

Business Name: ST CHARLES CENTRE DE SANTE Name: Title: Authorized Signature:

Denis Turcot enis Turcot (Oct 2, 2024 12:33 EDT)

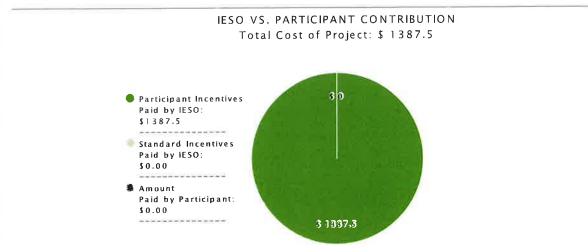
Date: 02/10/24

Date:

the largest statement of the second

IESO VS. PARTICIPANT CONTRIBUTION Total Cost of Project: \$1,387.50 Total Peak Demand Savings: 0.0041 Total kWh Amount: 1512 Estimated Savings: \$181.44

Assuming price of \$0.12/kWh



Project ID: 29398727 | Participant ID: 1033-26940

### **ENERGY USE AND COST COMPARISON**

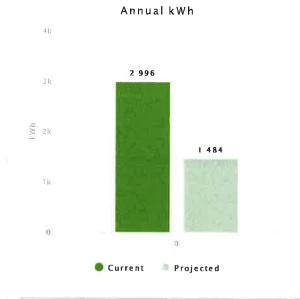
### Annual Energy Usage Reduction (kWh)

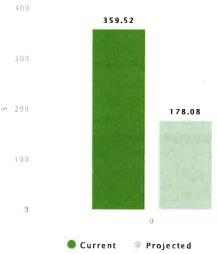
Current Usage	Projected Usage	Reduction	Reduction	Current Cost	Projected Cost	Savings	Cost Savings
(kWh)	(kWh)	(kWh)	(%)	(\$) <sup>1, 2</sup>	(\$) <sup>1, 2</sup>	(\$)	(%)
2996.00	1484.00	1512.00	50.47	359.52	178.08	181.44	50.47

Annual Energy Cost Reduction (\$)

(1) you have been been as you we receive the 1.4 through a two second as in the second second.

### **Energy Comparison**





Annual Energy Cost 1+2

### **YEARLY SAVINGS**

Estimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:
1512	\$181.44
Independent Electricity System Operator	
120 Adelaide Street West, Suite 1600,	
Toronto, ON M5H 1T1	
customer.relations@ieso.ca	

www.ieso.ca

Connecting Today. Powering Tomorrow,







Project ID: 29398727 | Participant ID: 1033-26940

### Legal

### SMALL BUSINESS PROGRAM

### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"). By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1. if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2. If you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP,

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures in the other signed work Order has been completed, and approved of by the IESO or Program Delivery Agent.

10. You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.





Project ID: 29398727 | Participant ID: 1033-26940

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

#### 13 Environmental Attributes

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attribute Funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attribute Funding Percentage (the Savings environmental Attributes"), where Environmental Attribute Funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attribute Funding Percentage to an Eligible Measure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of the Eligible Measure(s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes and the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes and the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes and the Environmental Attributes and the Environmental Attributes and the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Environmental Attributes and the Environmental Attributes and the Environmental Attributes Environmental Attributes and the Environmental Attributes and the Environmental Attributes Environmental Attributes Environmental Attributes Environmental Attributes

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.

(e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to: (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter, You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.leso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023





Project ID: 29398727 | Participant ID: 1033-26940

18, If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20. Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The terms and conditions of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES CENTRE DE SANTE

<u>Denis Turcot</u>

Authorized Signature Signatory Name: DENIS TURCOTT Title: CAO /MANAGER Date:

02/10/24 IESO Contact Information:

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023

# 29398727 (1)

Final Audit Report

2024-10-02

Created:	2024-10-02
By:	Vanessa Wark (vwark@summerhill.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoeNR1ewxNf8PNAo104dnUUcmP84yvXVo

# "29398727 (1)" History

- Document created by Vanessa Wark (vwark@summerhill.com) 2024-10-02 - 3:33:14 PM GMT
- Document emailed to cao@stcharlesontario.ca for signature 2024-10-02 3:33:18 PM GMT
- Email viewed by cao@stcharlesontario.ca 2024-10-02 - 4:32:13 PM GMT
- Signer cao@stcharlesontario.ca entered name at signing as Denis Turcot 2024-10-02 - 4:33:22 PM GMT
- Document e-signed by Denis Turcot (cao@stcharlesontario.ca) Signature Date: 2024-10-02 - 4:33:24 PM GMT - Time Source: server
- Agreement completed. 2024-10-02 - 4:33:24 PM GMT

Project ID: 29398682 | Participant ID: 1033-26942





### **1. PARTICIPANT INFORMATION**

Business Name: **ST CHARLES FOOD BANK** Business Operating Name: ST CHARLES FOOD BANK Street: 99 KING ST Unit #: UNIT 3 City: ST CHARLES,POM2W0

Facility: **Commercial - Food Retail** Multiple Work Orders: **No** Previous Participant Save on Energy: **No** Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 2 Square Footage: 0 Peak Demand(KW): N/A Annual Electricity(kWh): N/A Contact Name: **DENIS TURCOTT** Contact Phone Number: (705) 867-2032 Alternate Phone Number: Email Address: cao@stcharlesontario.ca

#### 2. BILLING ADDRESS

Business Name: **ST CHARLES FOOD BANK** Street: 99 KING ST Unit #: UNIT 3 City: ST CHARLES,P0M2W0

#### 3. FACILITY OPERATING SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
CLOSED	CLOSED	09:00:00 - 17:00:00	09:00:00 - 17:00:00	09:00:00 - 17:00:00	09:00:00 - 17:00:00	CLOSED
No.		hours: 1664	09:00:00 - 17:00:00	09:00:00 - 17:00:00	05:00:00 - 17:00:00	CLO

Denis Turcot

#### 4. ASSESSOR'S INFORMATION

Assessor Name: Vanessa Wark Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/16/2024

### 5. CONTRACTOR INFORMATION

Company Name: **Hooked Up Electrical** Installer's Name: *HST Registration #*: 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

#### Site Voltage

Audit Comments:

120

HOURS ARE AS ADVID=SED FROM CLIENT

#### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398682 | Participant ID: 1033-26942

### **6A. ELIGIBLE MEASURES BEING INSTALLED**

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant Incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant Incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

### Table 1

Existing Equipment	Eligible Measure	Participant inc. Qty.	Standard, Inc. Qty.	Location	Hgt.	сст	(\$) Participant Incentive / Unit	(\$) Standard Incentive / Unit	(\$) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	\$/kWh	Measure Cost
4 Lamp - 40W T12 Magnetic Ballast	2'x 4'Integral LED Troffer ≥3000 Lumen Output	4	0	FOOD BANK	10	35K/40K/50K	198.00	40-00	0.00	798.72	0.0011	0_99	792.00
ESA Fees	ESA - 1 – 20 new replacement devices (new fixtures)	1	0	FOOD BANK	0		42.00	0.00	0.00	0.00	0.0000	0	42.00

#### 6B. MEASURES DECLINED BY THE PARTICIPANT

Existing Equipment	Eligible Measure	Quantity	Location	Height	ССТ





Project ID: 29398682 | Participant ID: 1033-26942

### **7. PAYMENT SUMMARY TABLE**

	Sub-Total	HST	Total
Participant Incentive Amount	834,00	108.42	942.42
Standard Incentive Amount	0.00	0.00	0.00
Total Incentive Amount	834.00	108.42	942.42
Participant Contribution	0.00	0.00	0.00
Total Retrofit Cost	834.00	108.42	942.42
	\$ Participa	nt Payment to Contractor:	0.00

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

### SIGNATURE

### **Pre-Installation**

Business Name: ST CHARLES FOOD BANK Signee Name: Title: Authorized Signature:

#### Post-Installation

Business Name: ST CHARLES FOOD BANK Name: Title: Authorized Signature:

Denis Turcot

Date: 02/10/24 Date:

IESO VS. PARTICIPANT CONTRIBUTION Total Cost of Project: \$834.00 Total Peak Demand Savings: 0.0011 Total kWh Amount: 798.72 Estimated Savings: \$95.85



Project ID: 29398682 | Participant ID: 1033-26942

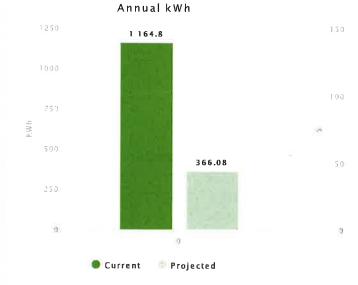
### ENERGY USE AND COST COMPARISON

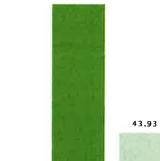
### Annual Energy Usage Reduction (kWh)

Current Usage	Projected Usage	Reduction	Reduction	Current Cost	Projected Cost	Savings	Cost Savings
(kWh)	(kWh)	(kWh)	(%)	(\$) <sup>1, 2</sup>	(\$) <sup>1,2</sup>	(\$)	(%)
1164.80	366.08	798.72	68.57	139.78	43.93	95.85	68.57

(1,2,2,3) and (1,2,2,3) and (1,2,3) a

### **Energy Comparison**





Current

0

🗟 Projected

Annual Energy Cost 1.2

139.78

### YEARLY SAVINGS

stimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:		
/98.72	\$95.85		
Independent Electricity System Operator			
120 Adelaide Street West, Suite 1600,			
Toronto, ON M5H 1T1			
customer.relations@ieso.ca			









Project ID: 29398682 | Participant ID: 1033-26942

### Legal

### SMALL BUSINESS PROGRAM

### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"), By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1, if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2. if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP,

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

Z. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures (or the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Mork Order has been completed, unless otherwise required and approved of by the IESO or Program Delivery Agent.

10. You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.





Project ID: 29398682 | Participant ID: 1033-26942

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

13. Environmental Attributes.

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attribute Funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attribute Funding Percentage (the Savings the "Decreated and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of an Eligible Measure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of the Eligible Measure(s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes.

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.

(e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to: (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to the cost being incurred and provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter. You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.ieso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023





Project ID: 29398682 | Participant ID: 1033-26942

18. If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20. Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The terms and conditions of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES FOOD BANK

<u>Denis Turcot</u> 16:00 EDT)

Authorized Signature Signatory Name: DENIS TURCOTT Title: CAO /MANAGER Date: 02/10/24

02/10/24

IESO Contact Information:

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023

# REVISED - 29398682 (1)

Final Audit Report

2024-10-02

Created:	2024-10-02
Ву:	Vanessa Wark (vwark@summerhill.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsC82FnzLBBW4-66KTytgLWfFqp-EB8gq

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- Signer cao@stcharlesontario.ca entered name at signing as Denis Turcot 2024-10-02 - 8:00:15 PM GMT
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- Agreement completed. 2024-10-02 - 8:00:17 PM GMT

Project ID: 29398639 | Participant ID: 1033-26319





#### **1. PARTICIPANT INFORMATION**

#### Business Name: **ST CHARLES MUNICIPAL OFFICE** Business Operating Name: ST CHARLES MUNICIPAL OFFICE Street: 2 KING ST E Unit #: City: ST CHARLES,P0M2W0

Contact Name: **DENIS TURCOTT** Contact Phone Number: (705) 867-2032 Alternate Phone Number: Email Address: cao@stcharlesontario.ca

#### 2. BILLING ADDRESS

Business Name: **ST CHARLES MUNICIPAL OFFICE** Street: 2 KING ST E Unit #: City: ST CHARLES, P0M2W0

Facility: Government/Public - Administrative Buildings Multiple Work Orders: No Previous Participant Save on Energy: No Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 22 Square Footage: 0 Peak Demand(kW): N/A Annual Electricity(kWh): N/A

### Denis Turcot

#### **3. FACILITY OPERATING SCHEDULE**

Monday Tuesday		Wednesday	Thursday	Friday	Saturday	Sunday	
08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	08:00:00 - 16:00:00	CLOSED	CLOSED	
Total annual operati	ion hours: 2000						

#### 4. ASSESSOR'S INFORMATION

Assessor Name: Vanessa Wark – Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/10/2024

### 5. CONTRACTOR INFORMATION

Company Name: **Hooked Up Electrical** Installer's Name: *HST Registration #*: 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

#### Site Voltage

#### Audit Comments:

120

HOURS ARE AS ADVISED FROM CLIENT

### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398639 | Participant ID: 1033-26319

### 6A. ELIGIBLE MEASURES BEING INSTALLED

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant Incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant Incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

### Table 1

Existing Equipment	Eligible Measure	Participant Inc. Qty.	Standard. Inc. Qty.	Location	Hgt.	ССТ	(Š) Participant Incentive / Unit	(\$) Standard Incentive / Unit	(\$) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	\$/kWh	Measure Cost
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	2'x 4'Integral LED Troffer ≥3000 Lumen Output	6	0	MAIN COUNCIL ROOM	8	35K/40K/50K	198.00	40.00	0.00	684.00	0.0016	1.74	1188.00
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type B LED T8 (4 lamp)≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	2	0	KITCHEN	8	50K.	97.75	16.00	0.00	224.00	0.0005	0_87	195.50
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type B LED T8 (4 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	15	O	OFFICE	8	50K.	97_75	16.00	0.00	1680.00	0.0041	0.87	1466.25
ESA Fees	ESA- Retrofitted Luminaires - for conversion with ≤ 50 luminaires, 1- 50 luminaires	1	0	OFFICE	0		42.00	0,00	0,00	0.00	0,0000	0	42,00
ESA Fees	ESA - 1 – 20 new replacement devices (new fixtures)	1	0	OFFICE	0		42.00	0.00	0.00	0.00	0.0000	D	42,00

#### 6B. MEASURES DECLINED BY THE PARTICIPANT

Existing Equipment	Eligible Measure	Quantity	Location	Height	ССТ
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	2' x 4' Integral LED Troffer ≥3000 Lumen Output	1	MAIN COUNCIL ROOM	8	35K/40K/50K





Project ID: 29398639 | Participant ID: 1033-26319

#### 7. PAYMENT SUMMARY TABLE

	Sub-Total	HST	Total
Participant Incentive Amount	2933.75	381.39	3315.14
Standard Incentive Amount	0.00	0.00	0.00
Total Incentive Amount	2933.75	381.39	3315.14
Participant Contribution	0.00	0.00	0.00
Total Retrofit Cost	2933.75	381,39	3315.14
	\$ Participar	t Payment to Contractor:	0.00

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

#### SIGNATURE

#### **Pre-Installation**

Business Name: ST CHARLES MUNICIPAL OFFICE Signee Name: Title: Authorized Signature: Post-Installation

Business Name: ST CHARLES MUNICIPAL OFFICE Name: Title: Authorized Signature:

Denis Turcot Denis Turcot (Oct 2, 2024 14:18 EDT)

Date: 02/10/24

Date:

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IESO VS. PARTICIPANT CONTRIBUTION Total Cost of Project: \$2,933.75 Total Peak Demand Savings: 0.0063 Total kWh Amount: 2588 Estimated Savings: \$310.56



Project ID: 29398639 | Participant ID: 1033-26319

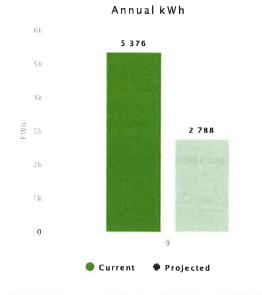
#### **ENERGY USE AND COST COMPARISON**

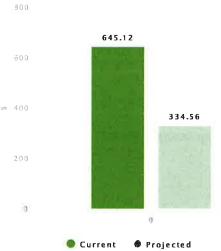
#### Annual Energy Usage Reduction (kWh)

Current Usage	Projected Usage	Reduction	Reduction	Current Cost	Projected Cost	Savings	Cost Savings
(kWh)	(kWh)	(kWh)	(%)	(\$) <sup>1,2</sup>	(\$) <sup>1, 2</sup>	(\$)	(%)
5376.00	2788.00	2588.00	48.14	645.12	334.56	310.56	48.14

Caper and Mark States and

#### **Energy Comparison**





#### **YEARLY SAVINGS**

Estimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:
2588	\$310.56
Independent Electricity System Operator	
120 Adelaide Street West, Suite 1600,	
Toronto, ON M5H 1T1 customer.relations@ieso.ca	

### Annual Energy Cost 1 · 2

Annual Energy Cost Reduction (\$)

eso







Project ID: 29398639 | Participant ID: 1033-26319

## Legal

### SMALL BUSINESS PROGRAM

### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"). By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1. if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2. if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP.

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order and approved of by the IESO or Program Delivery Agent.

10. You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate, in particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order,





Project ID: 29398639 | Participant ID: 1033-26319

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

#### 13. Environmental Attributes

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attribute Funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attribute Funding Percentage (the Beasure purchased and installed, the total incentive amount provided to the Participant and installed, the total incentive amount provided to the Participant and installed, the total incentive amount provided to the Participant that meet the ellgibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes; and the Environmental Attributes Environmental Attributes and the Environmental Attributes and the Environmental Attributes (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attribute Funding Percentage:

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns,

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes

(e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to: (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to the cost being incurred and provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits; Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter. You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.ieso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2-0, November 6, 2023





Project ID: 29398639 | Participant ID: 1033-26319

18, If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20. Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. The terms and conditions of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES MUNICIPAL OFFICE

Denis Turcot Denis Turcot (Oct 2, 2024 14:18 EDT)

Authorized Signature Signatory Name: DENIS TURCOTT Title: CAO /MANAGER Date:

02/10/24 IESO Contact Information:

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2,0, November 6, 2023

# 29398639 (2)

Final Audit Report

2024-10-02

Created:	2024-10-02
Ву:	Vanessa Wark (vwark@summerhill.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdsOQIK2OsUOszInWX4frXeIVak-4bO4j

## "29398639 (2)" History

- Document created by Vanessa Wark (vwark@summerhill.com) 2024-10-02 3:14:41 PM GMT
- Document emailed to cao@stcharlesontario.ca for signature 2024-10-02 3:14:46 PM GMT
- Email viewed by cao@stcharlesontario.ca 2024-10-02 - 6:17:38 PM GMT
- Signer cao@stcharlesontario.ca entered name at signing as Denis Turcot 2024-10-02 - 6:18:24 PM GMT
- Document e-signed by Denis Turcot (cao@stcharlesontario.ca) Signature Date: 2024-10-02 - 6:18:26 PM GMT - Time Source: server
- Agreement completed. 2024-10-02 - 6:18:26 PM GMT

## , Adobe Acrobat Sign

Project ID: 29398659 | Participant ID: 1033-26320





#### **1. PARTICIPANT INFORMATION**

#### Business Name: ST CHARLES COMMUNITY CENTRE Business Operating Name: ST CHARLES COMMUNITY CENTRE

Street: 994441 KINGS ST. E. Unit #: City: ST CHARLES,POM2W0 Contact Name: **Denis Turcott** Contact Phone Number: (705) 867-2813 Alternate Phone Number: Email Address: cao@stcharlesontario.ca

#### 2. BILLING ADDRESS

Business Name: ST CHARLES COMMUNITY CENTRE Street: 994441 KINGS ST. E. Unit #: City: ST CHARLES,POM2W0

Facility: Commercial - Entertainment/Sport Multiple Work Orders: No Previous Participant Save on Energy: No Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 5 Square Footage: 0 Peak Demand(kW): N/A Annual Electricity(kWh): N/A

#### 3. FACILITY OPERATING SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
CLOSED	09:00:00 - 16:00:00	09:00:00 - 16:00:00	09:00:00 - 16:00:00	09:00:00 - 16:00:00	09:00:00 - 21:00:00	CLOSED

Total annual operation hours: 2080

#### 4. ASSESSOR'S INFORMATION

Assessor Name: Vanessa Wark Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/10/2024

#### 5. CONTRACTOR INFORMATION

Company Name: **Hooked Up Electrical** Installer's Name: *HST Registration #:* 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

#### Site Voltage

Audit Comments:

120

HOURS ARE AS ADVISED FROM CLIENT

#### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398659 | Participant ID: 1033-26320

#### 6A. ELIGIBLE MEASURES BEING INSTALLED

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant Incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant Incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

#### Table 1

Existing Equipment	Eligible Measure	Participant Inc. Qty.	Standard. Inc. Qty.	Location	Hgt.	сст	(\$) Participant Incentive / Unit	(S) Standard Incentive / Unit	(\$) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	s/kwh	Measure Cost
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type B LED T8 (4 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	21	11	HALL	15	50К,	97.75	16,00	899.25	2446.08	0.0057	0.84	2052.75
2 Lamp - 40W T12 Magnetic Ballast	2'x 2' Integral LED Troffer ≥1500 Lumen Output	0	6	STAGE	12	35K/40K/50K	160.00	30.00	780.00	0.00	0.0000	0	0.00
4 Lamp - 40W T12 Magnetic Ballast	2'x 4' Integral LED Troffer ≥3000 Lumen Output	0	2	BAR	10	35K/40K/50K	198.00	40.00	316.00	0.00	0.0000	0	0.00
4 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	Type B LED T8 (4 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	1	1	BAR	10	; <b>50K.</b>	97.75	15.00	81.75	116.48	0.0003	0.84	97.75
2 Lamp - 32 W T8 Normal Ballast Factor) - Electronic nstant Start Ballast	Type B LED T8 (2 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	8	0	KITCHEN	8	50K.	61.53	8.00	0.00	515.84	0.0022	0.95	492.24
4 Lamp - 32W T8 Normal Ballast 5actor) - Electronic Instant Start Ballast	2'x 4' Integral LED Troffer ≥3000 Lumen Output	1	0	WASHROOM	8	35K/40K/50K	198.00	40.00	0.00	118.56	0.0003	1.67	198.00
Lamp - 12W T8 Normal Ballast Gactor) - Clectronic Instant Start Ballast	Type B LED T8 (2 lamp) ≤14W (Nominal Lamp Wattage) Minimum 1500 Lumen Output Per Lamp	2	Ð	WASHROOM	8	50K.	61.53	8.00	0.00	128,96	0.0005	0.95	123.06
SA Fees	ESA - 1 ~ 20 new replacement devices (new fixtures)	0	1	WASHROOM		Page 18	42.00 88 of 31	<sup>0.00</sup>	42.00	0.00	0.0000	0	0.00





Project ID: 29398659 | Participant ID: 1033-26320

the second day in the second day is not the second day in the second day is not the seco	Contraction of the local division of the loc	-	Eligible Measure			Quantity	d manhlana		Height	CCT
. MEASURES <i>DECLIN</i>	IED BY TH	E PARTIO	CIPANT							
A Fees ESA - E Retrofitted Luminaires - for conversion with \$50 luminaires. 1-50 luminaires	0	1	WASHROOM 0	: 42.00	0.00	42.00	0.00	0,0000	0	0.00





Project ID: 29398659 | Participant ID: 1033-26320

#### 7. PAYMENT SUMMARY TABLE

	Sub-Total	HST	Total
Participant Incentive Amount	2963.80	385.29	3349.09
Standard Incentive Amount	452.00	58.76	510.76
Total Incentive Amount	3415.80	444.05	3859.85
Participant Contribution	2161.00	280.93	2441.93
Total Retrofit Cost	5576.80	724.98	6301.78
	\$ Participan	t Payment to Contractor:	2441.93

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

#### SIGNATURE

#### **Pre-Installation**

Business Name: ST CHARLES COMMUNITY CENTRE Signee Name: Title: Authorized Signature:

#### Post-Installation

Business Name: ST CHARLES COMMUNITY CENTRE Name: Title: Authorized Signature:

Date:

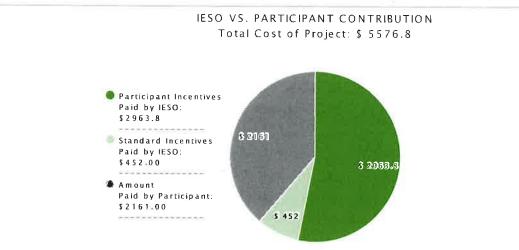
Date:

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#### IESO VS. PARTICIPANT CONTRIBUTION

Total Cost of Project: \$5,576.80 Total Peak Demand Savings: 0.0145 Total kWh Amount: 5946.72 Estimated Savings: \$713.61

Assuming price of \$0,12/kWh



Project ID: 29398659 | Participant ID: 1033-26320

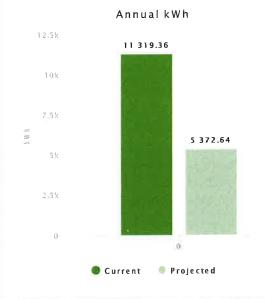
#### ENERGY USE AND COST COMPARISON

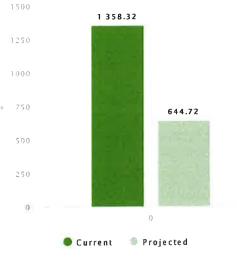
#### Annual Energy Usage Reduction (kWh)

Current Usage	Projected Usage	Reduction	Reduction	Current Cost	Projected Cost	Savings	Cost Savings
(kWh)	(kWh)	(kWh)	(%)	(\$) <sup>1,2</sup>	(\$) <sup>1,2</sup>	(\$)	(%)
11319.36	5372.64	5946.72	52.54	1358.32	644.72	713.61	52.54

China and Mark 2012 (2012) We do not strong particular application of Principal Astronomy and a strong principal applications and applications.

#### **Energy Comparison**





#### YEARLY SAVINGS

Estimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:
5946.72	\$713.61
Independent Electricity System Operator	
120 Adelaide Street West, Suite 1600,	
Toronto, ON M5H 1T1	
customer.relations@ieso.ca	
www.ieso.ca	

#### Annual Energy Cost Reduction (\$)



Cannecting Today Powering Tomorrow

Annual Energy Cost 🗤





Project ID: 29398659 | Participant ID: 1033-26320

## Legal

### SMALL BUSINESS PROGRAM

#### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"). By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1. if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2, if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP.

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5. You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9. You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation, You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures in the other signed Work Order has been completed, and approved of by the IESO or Program Delivery Agent.

10, You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.





Project ID: 29398659 | Participant ID: 1033-26320

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

13. Environmental Attributes.

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, efficiency allocated pollution right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attributes funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attributes and Environmental Attributes and the advantity of Electricity Savings the Participant owning the remaining quantity of Electricity Savings Environmental Attributes (the "Participant Environmental Attributes"), where Environmental Attributes and Environmental Attributes (the Eligible Measure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of the Eligible Measure(s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes and the Environmental Attributes.

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.

(e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to: (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to the cost being incurred and provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality assurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits, Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter, You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.ieso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023





Project ID: 29398659 | Participant ID: 1033-26320

18. If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20, Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter and supersedes all prior representations of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

J, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant.

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES COMMUNITY CENTRE

Authorized Signature Signatory Name: Denis Turcott Title: GENERAL MANGER Date:

#### IESO Contact Information:

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023

Project ID: 29398645 | Participant ID: 1033-26321





#### **1. PARTICIPANT INFORMATION**

Business Name: ST CHARLES FITNESS CENTRE Business Operating Name: ST CHARLES FITNESS Contact Phone Number: (705) 867-2032 CENTRE Street: 1 KING ST E Unit #: UNIT 2 City: ST CHARLES, POM2W0

Contact Name: DENIS TURCOTT Alternate Phone Number: Email Address: cao@stcharlesontario.ca

#### 2. BILLING ADDRESS

Business Name: ST CHARLES FITNESS CENTRE Street: 1 KING ST E Unit #: UNIT 2 City: ST CHARLES, POM2W0

Facility: Commercial - Entertainment/Sport Multiple Work Orders: No Previous Participant Save on Energy: No Facility Ownership: Owner Agricorp/FBR/OFA#: Number Of Employee: 4 Square Footage: 0 Peak Demand(kW): N/A Annual Electricity(kWh): N/A

#### **3. FACILITY OPERATING SCHEDULE**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00:00 -	09:00:00 -	09:00:00 -	09:00:00 -	09:00:00 -	09:00:00 -	09:00:00 -
21:00:00	21:00:00	21:00:00	21:00:00	21:00:00	21:00:00	21:00:00

Total annual operation hours: 4248

#### 4. ASSESSOR'S INFORMATION

Assessor Name: Vanessa Wark Assessor Number: 705-622-2906 Assessor Email: vanessa.wark@smallbusinessprogram.ca Assessment Date: 1/10/2024

#### 5. CONTRACTOR INFORMATION

Company Name: Hooked Up Electrical Installer's Name: HST Registration #: 836637314 Contractor Phone Number: 7052326464 Contractor Email: hookedupelectrical@yahoo.com Installation Date:

#### Site Voltage

#### Audit Comments:

120

HOURS ARE AS ADVISED FROM CLIENT

#### Assessor Comments:

I have explained to customer how the Type B fixture works and that there will be no ballasts needed.

Could not confirm the square footage of the location.

Panel was confirmed to be 120v

Lift fee may be associated at the client's expense if needed.





Project ID: 29398645 | Participant ID: 1033-26321

#### 6A. ELIGIBLE MEASURES BEING INSTALLED

The following Table 1 sets out the proposed Eligible Measures to be installed, and the amounts recoverable from the IESO and/or Participant. Participant Incentives and Standard Incentives may only be incurred for whole Eligible Measures and cannot be fractions of or part Eligible Measures

The Participant agree that it shall be liable directly to the Contractor for the cost of any Eligible Measures installed in excess of the maximum Participant Incentive (and any applicable ESA Fees), excluding applicable taxes. The Participant will be entitled to a discount on such Eligible Measures installed where the amount of the discount will be equal to the amount of the Standard Incentive

#### Table 1

Existing Equipment	Eligible Measure	Participant Inc. Qty.	Standard. Inc. Qty.	Location	Hgt.	CCT	(S) Participant Incentive / Unit	(5) Standard Incentive / Unit	(\$) Participant Contribution	Unverified kWh Savings	Unverified Peak kW Savings	\$/kWh	Measure Cost
3 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	2'x 4' Integral LED Troffer ≥3000 Lumen Output	15	4	GYM	10	35K/40K/50K	198.00	40.00	632.00	1975.32	0.0041	1.50	2970.00
ESA Fees	ESA - 1 - 20 new replacement devices (new fixtures)	0	1	GYM	0		42.00	0.00	42.00	0.00	0.0000	0	0.00

#### 6B. MEASURES DECLINED BY THE PARTICIPANT

Existing Equipment	Eligible Measure	Quantity	Location	Height	CCT
3 Lamp - 32W T8 (Normal Ballast Factor) - Electronic Instant Start Ballast	2'x 4' Integral LED Troffer ≥3000 Lumen Output	2	GYM	10	35K/40K/50K





Project ID: 29398645 | Participant ID: 1033-26321

#### 7. PAYMENT SUMMARY TABLE

	Sub-Total	HST	Total
Participant Incentive Amount	2970.00	386.10	3356.10
Standard Incentive Amount	160.00	20.80	180.80
Total Incentive Amount	3130.00	406.90	3536.90
Participant Contribution	674.00	87.62	761.62
Total Retrofit Cost	3804.00	494.52	4298.52
	\$ Participar	nt Payment to Contractor:	761.62

All information in this Work Order is true, complete and accurate, and the Participant agrees that the Contractor shall remove and dispose of the Existing Equipment and install the Eligible Measures identified in Section 6 of this Work Order. The Participant has reviewed and agrees to be bound by the terms and conditions in the Participant Agreement

I attest that my business has 50 or fewer employees on site at any point in time.

#### SIGNATURE

#### **Pre-Installation**

**Business Name: ST CHARLES FITNESS CENTRE** Signee Name: Title: Authorized Signature:

#### **Post-Installation**

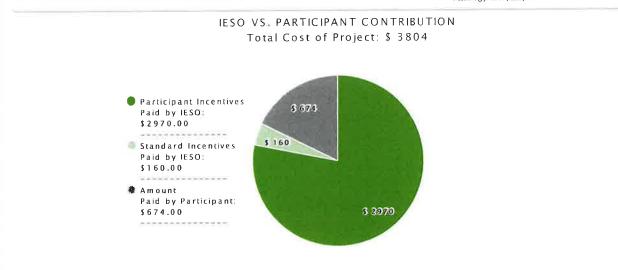
Business Name: ST CHARLES FITNESS CENTRE Name: Title: Authorized Signature:

Date:			
Date.			
50.89			

Date:

IESO VS. PARTICIPANT CONTRIBUTION Total Cost of Project: \$3,804.00 Total Peak Demand Savings: 0.0052 Total kWh Amount: 2502.07 Estimated Savings: \$300.25

Assuming price of \$0,12/kWh



Project ID: 29398645 | Participant ID: 1033-26321

#### **ENERGY USE AND COST COMPARISON**

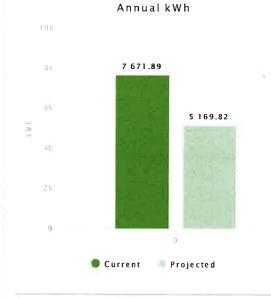
#### Annual Energy Usage Reduction (kWh)

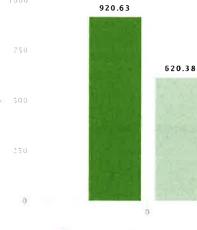
rent Usage 'h)	Projected Usage (kWh)	Reduction (kWh)	Reduction (%)	Current Cost (\$) <sup>1, 2</sup>	Projected Cost (\$) <sup>1,2</sup>	Savings (\$)	Cost Savings (%)
1.89	5169.82	2502.07	32.61	920.63	620.38	300.25	32.61

Annual Energy Cost Reduction (\$)

#### **Energy Comparison**

Curre (kWh 7671.





#### YEARLY SAVINGS

Estimated Kilowatt Hour (kWh) Amount:	Estimated Dollar Amount:		
2502.07	\$300.25		
Independent Electricity System Operator			
120 Adelaide Street West, Suite 1600,			
Toronto, ON M5H 1T1			
customer.relations@ieso.ca			
www.ieso.ca			

Annual Energy Cost 1 · 2



eso Connecting Today. Powering Tomorrow

🖲 Current 🕸 Projected





Project ID: 29398645 | Participant ID: 1033-26321

## Legal

### SMALL BUSINESS PROGRAM

### **PARTICIPANT AGREEMENT**

#### References to "you" or "your" in this Agreement are references to the Participant.

This participant agreement between you and the IESO (this "Agreement") governs your participation in the small business program (the "SBP"), the successor program to the Small Business Lighting ("SBL") program. The SBP is offered and funded by the Independent Electricity System Operator ("IESO"). By signing and submitting this Agreement, you confirm your consent to, and agree to comply with and be bound by the terms of this Agreement.

All capitalized terms not defined herein will have the meaning given to them in the SBP requirements in force at the time you sign this Agreement (the "Program Requirements").

If the IESO accepts this Agreement, you are eligible to receive either of the following, as applicable:

1. if you have (a) not previously participated in the SBP (or SBL program), or (b) previously participated in the SBP or SBL program AND had your project installed before April 1, 2019, the installation of up to \$3,000 worth of Lighting Measures and up to \$2,500 worth of NonLighting Measures; or

2. if you have previously participated in the SBL or SBP AND had your project installed on or after April 1, 2019, the installation of up to \$3,000 worth of lighting Measures less the total cost of any lighting measure(s) installed in any Work Order(s) for the Save on Energy SBL program or the SBP that were executed between April 1, 2019 and November 5, 2023 and completed between April 1, 2019 to December 31, 2023. In addition, you are eligible to receive up to \$2,500 worth of Non-Lighting Measures if you did not previously receive any Non-Lighting Measures through the SBP.

If you decide to install additional Eligible Measures in excess of the Project Cost Cap, you will be responsible for the procurement and installation costs associated with such additional Eligible Measures, less any applicable Standard Incentive.

In consideration of the installation of the Eligible Measures and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you agree to the following terms and conditions:

1. You represent and warrant that (a) you have all required rights and authority to participate in the SBP, allow for the installation of the Eligible Measures and to carry out all other obligations in this Agreement; (b) you have met all Participant Eligibility Criteria as outlined in the Program Requirements; (c) you have received an Assessment at no charge, if required by the IESO in its sole discretion; and (d) you have not received, are not already receiving or will not receive any financial incentives generally funded by energy ratepayers or taxpayers in the Province of Ontario, or any rebates from manufacturers or wholesalers or other supply chain participants for the Eligible Measures to be installed pursuant to the SBP.

2. The IESO may subcontract any of its responsibilities under this Agreement to the Program Delivery Agent.

3. The IESO reserves the right to determine the eligibility requirements for your participation in the SBP and to verify compliance with such eligibility requirements.

4. The IESO or Program Delivery Agent may refuse to provide and install any of the Eligible Measures at any time and for any reason, including, but not limited to, Facility conditions that would prevent energy efficient products or devices from resulting in electricity savings, a failure to meet the eligibility criteria of the SBP, safety concerns or a lack of funds available to the SBP.

5, You agree to provide the IESO, the Program Delivery Agent or any of their subcontractors, access to the Facility to install the Eligible Measures, provided that you have entered into this Agreement and signed the Work Order(s) by December 31, 2024 and all Eligible Measures will be installed on or before June 30, 2025.

6. You agree that you will not (a) remove the Eligible Measures before the end of their expected service life, unless the equipment fails and (b) move, tamper with, disable or damage the Eligible Measures. Any failure to comply with this obligation will be at the Participant's sole risk for any and all damages or injuries that may result.

7. You authorize the IESO, the Program Delivery Agent or any of their subcontractors to install the Eligible Measures at the Facility and to remove and dispose of the existing equipment that is to be replaced.

8. You represent and warrant that the installation of Eligible Measures will only commence after the Work Order(s) and this Agreement have been signed.

9, You acknowledge that you will only be offered one Assessment through the SBP unless additional Assessments are otherwise required by the IESO or Program Delivery Agent in its sole discretion, following which, one or more Eligible Measures consisting of either Lighting Measures, Non-Lighting Measures, or a combination of Lighting Measures and Non-Lighting Measures may be identified by the Program Delivery Agent as eligible for installation. You further acknowledge that once you have agreed on the Eligible Measures you wish to have installed, you may be provided with a single Work Order for all such Eligible Measures, or two separate Work Orders (i.e., one for Lighting Measures and one for Non-Lighting Measures). Where two separate Work Orders are provided under this Participant Agreement and one Work Order has not been signed by you on or before the date on which the installation of Eligible Measures in the other signed Work Order has been completed, you acknowledge and agree that you will not be eligible to reapply to the SBP for any Eligible Measures contained in the unsigned Work Order after the date on which the installation of Eligible Measures in the other signed work Order has been completed, and approved of by the IESO or Program Delivery Agent.

10, You have reviewed the Work Order(s) and confirm that all information contained in it is true, complete and accurate. In particular, you confirm that the equipment listed in the Work Order(s) under (a) "Existing Equipment" accurately describes the current equipment to be replaced and (b) "Eligible Measure" accurately describes the new energy efficient equipment to be installed.

11. You acknowledge that the Work Order(s) also needs to be signed by you again, following the completion of the installation of Eligible Measures in a Work Order.





Project ID: 29398645 | Participant ID: 1033-26321

12. All Eligible Measures have a 1-year parts and labour warranty period from the date of installation of the Eligible Measure. You agree that any parts and labour warranty claims made by you within the 1-year period following the date of installation will be directed to the Program Delivery Agent or its subcontractors. To the extent that any additional manufacturer warranties are available beyond the 1-year parts and labour warranty period, you agree that any such warranty claims made by you will be directed to the product manufacturer.

#### 13. Environmental Attributes

(a) All right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an incentive has been provided, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, emission, reduction allowance (collectively, the "Electricity Savings Environmental Attributes") will be allocated on a proportionate basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "IESO Environmental Attributes") and the Participant owning the remaining quantity of Electricity Savings Environmental Attribute Funding Percentage (the result being the "Participant Environmental Attributes"), where Environmental Attribute Funding Percentage (the assure purchased and installed, the total incentive amount provided to the Participant and funded by the IESO in respect of an Eligible Measure (s), divided by the total amount of actual costs incurred by the Participant that meet the eligibility requirements for such costs set out under these terms and conditions, multiplied by 100, and expressed as a percentage.

(b) You agree to notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "realizing") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which the Participant believes it is entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attributes Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attributes.

(c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by the Participant to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.

(d) The IESO will be entitled to unilaterally and without consent deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact the Participant prior to realizing on any IESO Environmental Attributes.

 (e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to:
 (i) effect the transfer and assignment to, or holding in trust for, the IESO all rights, title and interest in all IESO Environmental Attributes; and

(ii) certify, obtain, qualify and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purpose of transferring such IESO Environmental Attributes to the IESO. The Participant will be entitled to reimbursement by the IESO of the cost of complying with such a direction provided that such reimbursement will be limited to: (x) the total amount of such cost of compliance that have been approved in advanced by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.

14. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the SBP; (ii) the IESO makes no representation or warranty, and assumes no liability with respect to quality, safety, performance, or other aspect of any design, system, equipment or appliance installed pursuant to this Agreement and expressly disclaims any such representation, warranty or liability; (iii) the energy cost savings and other benefits described in connection with the SBP are based on estimates, and actual results may differ; and (iv) the Eligible Measures are intended for use only as directed and improper use may result in injury or damage

15. You agree to participate in any survey, studies, audits, evaluations or verifications conducted by the IESO, the Program Delivery Agent, or any of their respective agents or subcontractors (the "Program Operators") in connection with the SBP including for the purposes of the proper administration, monitoring and verification of this Agreement or evaluation of the SBP, and will provide to them reasonable access to the Facility and any relevant documentation and records for such purpose. You further acknowledge and agree to allow inspections to be conducted in the Facility by the Program Operators if your Facility is selected for a quality asurance and quality control review, and will provide reasonable access to the Facility and any relevant documentation and records for such purpose.

16. You hereby: (a) consent to the collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to, records showing historical energy use and consumption, Facility name, address and phone number and electricity account number (collectively, the "Participant Information") by the Program Operators for purposes relating to the operation, administration or assessment of the SBP or any successor program, and in connection with any reporting activities relating to the SBP or any successor program, which such use will include, without limitation: (i) sharing of Participant Information among the Program Operators; (ii) use by the Program Operators of the Participant Information provided by the Participant to conduct, analyze and report on the results of the SBP and to conduct surveys and modify the SBP based on such surveys; and (iii) disclosure to the Ontario Energy Board, the Ontario Ministry of Energy or the Environmental Commissioner of Ontario and/or any of their respective successors; (b) acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario); (c) consent to the Program Operators contacting you directly, including by email and other electronic communications, in connection with surveys, studies and audits. Pursuant to Canada's anti-spam legislation (hereinafter referred to as "CASL"), the IESO is hereby requesting your Express Consent (as that term is defined in CASL and its associated regulations) to contact you at the electronic address provided in this Agreement for the purposes of administering and collecting market research data related to the SBP. You hereby also consent to the use, disclosure and other handling of the following Participant Information collected in connection with your participation in the SBP, by the IESO for the purpose of verifying your compliance with the eligibility requirements of other IESO-administered electricity conservation and demand management programs, including any successor program to the SBP, that you have applied, or may apply, to participate in: Facility name, address, phone number and contact information of the Participant. If you wish to receive email communications from the IESO in connection with future conservation programs, customer satisfaction surveys and other related purposes, you can register for the business newsletter by clicking here https://saveonenergy.ca/For-Business-and-Industry#Business-Newsletter. You may withdraw your consent at any time. You may also reach the IESO at 120 Adelaide Street West, Suite 1600, Toronto, ON, M5H 1T1; www.ieso.ca; www.saveonenergy.ca; or (905) 403-6900.

17. The IESO is committed to protecting the personal information in its custody or control in accordance with applicable privacy laws. You may access the IESO's privacy policy at http://www.ieso.ca/Privacy.

2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2=0, November 6, 2023





Project ID: 29398645 | Participant ID: 1033-26321

18. If the Participant is an owner or operator of a Facility which permits tenants to occupy rental units subject to the Residential Tenancies Act, 2006 (Ontario) (the "RTA"), the Participant will not use the Participant Incentives or the Eligible Measures provided under the SBP as a basis for applying to the Board (as defined in the RTA) for an increase in the annual rent amounts paid by such tenants above the annual rent-increase guideline permitted under the RTA.

19. The IESO will not be liable for any direct, indirect, special or consequential damages, costs or losses arising from the procurement, installation or use of the Eligible Measures, whether in accordance with the manufacturer's instructions or otherwise, or from any actions, negligence or misconduct by the Program Delivery Agent or its subcontractors.

20, Except as otherwise provided, this Agreement constitutes the entire agreement between the Participant and the IESO in connection with its subject matter and supersedes all prior representations, communications and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement, The terms and conditions of this Agreement are subject to change at any time. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The invalidity, unenforceability or illegality of any provision in this Agreement will not, to the extent permitted by applicable laws, affect the validity, enforceability or legality of any other provision of this Agreement which will remain in full force and effect.

21. This Agreement will enure to the benefit of and be binding upon the Participant and each of its respective successors and assigns. You may not assign this Agreement without obtaining the prior written consent of the IESO.

22. This Agreement may be executed and delivered electronically and the IESO may rely upon all such signatures as though such signatures were original signatures.

I, the undersigned, certify that I understand and agree to the terms and conditions of this Agreement and that I have the authority to bind the Participant,

Participant Email Address: cao@stcharlesontario.ca Participant/Legal Company Name: ST CHARLES FITNESS CENTRE

Authorized Signature Signatory Name: DENIS TURCOTT Title: GENERAL MANGER Date:

#### **IESO Contact Information:**

Independent Electricity System Operator 120 Adelaide Street West, Suite 1600, Toronto ON, M5H 1T1 saveonenergy@ieso.ca www.ieso.ca

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2021-2024 CDM Framework - Small Business Program (SBP) Participant Agreement, Version 2.0, November 6, 2023

Page 202 of 312

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 8, 2024
Reason Before Council:	Priority:
Policy Direction / Approval	Normal
Department:	Type of Meeting:
General Government	Regular Meeting

**Report Title**: Request from Connect 55+ Connect re: Community Centre

## **Recommended Resolution:**

That Council review the request and recommend one (1) of the following options:

## **Options:**

- 1. As a municipal program, the event is eligible for the fee to be waived (condition that all proceeds, along with receipts are submitted to the Treasurer to then be deposited in the Connect 55+ Connect account).
- 2. Approve a fee sufficient to cover cost of cleaning and consumables of the hall (to a maximum of \$450-10%+HST)
- Deny request. The applicable rate to apply would be Daily \$450 (-10% +HST). Not recommended.
- Additional Liability insurance may be requested, but as there is no alcohol being served and it is a low-risk event, the event can be covered by municipal liability insurance as is the current meal program.

### Analysis & Background:

The Connect 55+ Connect is a municipal program with the understanding that it is to be self sustaining financially and has complimentary use of a municipal kitchen facility. As this program is a municipal program, it would qualify for complimentary use considering the intended purpose is fundraising to help sustain the program. Similar to all rentals, it is expected that the hall is to be cleaned up after the event.



The following request has been received from the Connect 55+ Connect Program coordinator. "Dear Mr. Turcot, I hope this message finds you well. I am writing on behalf of St-Charles 55+ Connect to request the free use of the community center for an upcoming fundraiser event. The event, scheduled for October 27th, 2024 will feature a variety of activities, including Halloween fun for kids, a Penny Sale, Porchetta Bingo, a free door prize draw, and a bake sale offering a selection of homemade treats like pies, muffins, cookies, and squares. Additionally, we will have a canteen open serving soups and sandwiches, all prepared by the dedicated members of St-Charles 55+ Connect, who will be volunteering their time for this event. Given that this initiative supports a municipal program aimed at enhancing community engagement and well-being, we kindly request that the rental fee for the hall be waived. All proceeds from the event will directly contribute to the reserves of St-Charles 55+ Connect, enabling us to continue our valuable programming for seniors in our community. We appreciate your consideration of our request and hope to receive your support in making this fundraiser a success. Thank you for your attention, and I look forward to your positive response. Warm regards, Lise Branconnier **Program Coordinator** St-Charles 55+ Connect" From Fees By-Law: "Conditions required to be exempt or pay a nominal fee (direct cost) from rental fees - Significant majority of participants are under the age of 18 or over the age of 60 or event is geared toward any vulnerable group - Event that has a portion of non-residents participating or adults between the age of 18 to 64 could be subject to a nominal - That any fee charged is reasonable and for the direct delivery of the program itself - Direct cost may include cost of lighting, staff time during event if required, increase in cleaning time and so on - That a significant portion of the participants are from the Municipality of St.-Charles

- The event is not for profit

- The event promotes physical activity or mental health wellbeing

- The event is open to all residents in respective age groups



- The event is of general interest.

- That cost to the municipality of maintenance, operation and capital is negligible or not compounding (i.e., lights / hydro use of existing equipment,)

- Not affiliated with any religious or special interest group

- Any fundraising activity must be for a Council approved purpose

- That all safety equipment required for the specific sport is worn by all participants

- That a certificate of insurance with a minimum of \$1 million dollars is provided. insurance waivers can be accepted in lieu for low-risk activities

All of the above conditions must be met to qualify for a reduction in rental rate The Municipality reserves the right to amend or discontinue the rental fee reduction at its discretion

Municipal sponsored events and associated municipal groups and committees are exempt from the above conditions"

## Attachments:

Nil.

Prepared By: Denis Turcot, CAO

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 8, 2024
Reason Before Council:	Priority:
Policy Direction / Approval	Urgent
Department:	Type of Meeting:
General Government	Regular Meeting

**Report Title**: Integrity Commissioner Services – Extension Agreement

### **Recommended Resolution:**

That Council agree to extend the Agreement for Integrity Commissioner Services to December 31, 2026.

## Analysis & Background:

Section 223.3(1) of the *Municipal Act, 2001,* provides as follows:

**223.3** (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

- 1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
- 2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
- 3. The application of sections 5, 5.1, 5.2 and 5.3 of the Municipal Conflict of Interest Act to members of council and of local boards.
- 4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
- 5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- 6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.



 The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act. 2017, c. 10, Sched. 1, s. 19 (1); 2022, c. 24, Sched. 3, s. 3.

By By-Law 2018-49, Council appointed the firm of Cunningham Swan as the Integrity Commission for a period of five (5) years. The Agreement also provided for an option to renew for an additional two (2) year period.

It has recently come to the Clerk's attention that this Agreement has expired, and discussions ensued with the firm of Cunningham Swan regarding the extension of the contract. As such they have provided an Amending Agreement for Council's consideration. The Amending Agreement is self-explanatory.

Allowing for the extension to December 31, 2026, with allow staff sufficient time to prepare an RFP for Integrity Commissioner services and to consult with neighbouring municipalities in an effort to obtain the best rates. This is the process that was taken for the previous RFP as firms may offer reduced fees if multiple municipalities in the same area appoint the same Integrity Commissioner.

## Attachments:

- By-Law 2018-49
- Agreement with Cunningham Swan dated October 30, 2018
- Draft Amending Agreement

Prepared By: Tammy Godden, Clerk

### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

### BY-LAW 2018-49

### BEING A BY-LAW TO APPOINT CUNNINGHAM, SWAN LLP AS THE INTEGRITY COMMISSIONER FOR THE MUNICIPALITY OF ST.-CHARLES

**WHEREAS** the Municipal Act, 2001, as amended, provides that the powers of a municipality are to be exercised by its Council through the adoption of by-laws;

**AND WHEREAS** Section 223.2 of the Municipal Act, as amended, authorizes a municipality to establish a code of conduct for members of the council of the municipality;

**AND WHEREAS** Section 223.3 of the Municipal Act, as amended, authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality;

**AND WHEREAS** Council has adopted a Code of Conduct for Members of Council, local boards and committees;

# NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES HEREBY ENACTS AS FOLLOWS:

- 1. THAT Cunningham, Swan LLP be appointed as the Integrity Commissioner for the Corporation of the Municipality of St.-Charles with the term to commence on January 1, 2019 and end on December 31, 2023 with the option to renew for an additional two (2) year period.
- 2. THAT all actions taken and required to be taken by the Mayor and Clerk on behalf of the Municipality to complete this matter including the execution of an agreement and any other associated documentation are hereby authorized.
- 3. THAT this by-law shall come into force and take effect on the day it is passed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 17TH DAY OF OCTOBER 2018.

**CLERK** 

Page 208 of 312

## INTEGRITY COMMISSIONER

This Agreement dated this 30<sup>th</sup> day of October, 2018.

# BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF ST. - CHARLES (hereinafter referred to as the "Municipality")

- and -

### CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP (hereinafter referred to as "the Consultant")

WHEREAS, the Municipality is authorized, pursuant to Subsection 223.3 of the *Municipal Act, 2001* (the *Act*), as amended, to appoint an integrity commissioner (the "Integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation;

AND WHEREAS, the *Act* has been amended to include additional powers of Integrity Commissioners, effective March 1, 2019;

AND WHEREAS, the Municipality intends that the Integrity Commissioner shall exercise all powers available at law once such powers are available, this contract shall empower the Integrity Commissioner to act in accordance with the amendments to the *Act* under the terms of this contract after March 1, 2019 without further amendment to this contract;

AND WHEREAS, the Consultant has represented, and the Municipality is satisfied, that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner;

AND WHEREAS, the Municipality wishes to retain the Consultant as an independent Integrity Commissioner for the Municipality;

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the Municipality and the Consultant agree as follows:

### POWERS AND DUTIES

- 1. The Municipality hereby retains and appoints the Consultant as an Integrity Commissioner for the Municipality and the Consultant accepts such appointment and agrees to carry out the responsibility of the Integrity Commissioner, as more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
- 2. The Integrity Commissioner shall have all of the powers set out in Section 223.1 to 223.8 of the *Act*, as amended from time to time.
- 3. The Consultant shall draft a Code of Conduct for Council/Local Boards and Committees, a Council/Staff Relations Policy and conduct training for New Council and Staff within timelines established by Council.

## TERM OF AGREEMENT

- 4. The Consultant's appointment pursuant to this Agreement is effective on January 1, 2019 and will continue until December 31, 2023, unless terminated earlier in accordance with this clause or extended in accordance with this Agreement. This Agreement may only be terminated in accordance with the following:
  - a. The Municipality may be released from the Agreement at any time, with 30 days written notice.
  - b. The Consultant shall provide thirty (30) days written notice to the Municipality of his intention to resign as the Municipality's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

### **RECORDS**

5. All records are the property of the Municipality and the records should be submitted to the Clerk associated with the municipal record upon termination of the contract.

### **RENEWAL**

6. The Consultant's appointment pursuant to this Agreement may be renewed for a further two (2) years, on the same terms and on the mutual agreement of the Parties.

### **COMPENSATION**

- 7. The Consultant will not require an annual retainer and will provide services on an as needed basis.
- 8. The Municipality agrees to pay to the Consultant an hourly fee of Two Hundred and Ninety-Five Dollars (\$295.00) per hour for work undertaken by Tony Fleming, plus applicable taxes, during such time that the Consultant is actively carrying out his duties pursuant to this Agreement. The Consultant confirms that the hourly rates for other members of the Consultant firm as set out in the proposal for services shall also apply to this Agreement where work is performed by members of the firm other than Tony Fleming. The Consultant shall rely on other members of the firm as appropriate to ensure that the work is performed by only those members of the firm with the skill to undertake the work, at the most appropriate hourly rate. The Consultant shall provide the Municipality with a monthly invoice detailing the hours worked and expenses incurred for the period in question and the Municipality agrees to pay such invoices within thirty (30) days of the receipt thereof.
- 9. The Municipality agrees to reimburse the Consultant for all reasonable expenses and disbursements, including mileage at a rate of \$.53 per kilometer (or any agreed-upon flat rate), incurred by the Consultant which are necessary to enable the Consultant to perform his duties pursuant to this Agreement. All such expenses must be supported by appropriate receipts.
- 10. The Consultant shall draft a Code of Conduct for Council/Local Boards and Committees, a Council/Staff Relations Policy and conduct training for New Council and Staff for an agreed-upon upset limit of four thousand dollars (\$4,000), plus travel disbursements as

necessary. If this work is cost-shared with other municipalities, those arrangements will be agreed-upon by the parties in advance of commencing the work. If additional training sessions are required the parties will confirm timing, content and fees in advance; the Consultant is prepared to undertake such additional training for \$2,000 per half day session, excluding travel and accommodation.

### CONSULTANT STATUS

- 11. In performing his duties and responsibilities as Integrity Commissioner pursuant to this Agreement, it is recognized that the Consultant is independent of the Municipality's administration and shall report directly to Council.
- 12. The Consultant acknowledges that he is an independent contractor and shall not be deemed an employee of the Municipality, for any purpose. The Consultant further acknowledges that, as an independent contractor, he will not be entitled to any employment-related benefit, including such benefits that are applicable to employees of the Municipality.
- 13. In light of the Consultant's status as an independent contractor, the Municipality shall have no responsibility whatsoever with regard to any income taxes or any other remittances which may be payable by the Consultant on the fees paid under this Agreement. The Municipality assumes no obligation or liability as between the Parties to deduct or remit any statutory or government remittances.

### **CONFIDENTIAL INFORMATION**

14. The Consultant acknowledges that the Municipality is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Accordingly, the Consultant undertakes not to disclose information subject to the *MFIPPA* except as may be necessary in the proper discharge of his duties and responsibilities pursuant to the terms of this Agreement and in accordance with the *MFIPPA*.

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15. This Article shall survive the termination of this Agreement.

### DELEGATION

16. In the event that more than one complaint is made at any time requiring more than one investigation and the Consultant determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a Member of Council, provided that the person to whom such a delegation is made possesses the requisite skills and abilities and agrees in writing to be governed by the same duties of confidentiality as the Consultant and to abide by the terms and conditions of this Agreement. The Consultant shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Municipality.

### **INSURANCE**

- 17. The Consultant shall, at its expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the Municipality, including the following:
  - a. Insurance shall be issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.
  - b. The Consultant shall also, at its expense, obtain and keep in force during the term of this Agreement errors and omissions insurance satisfactory to the

Municipalities in an amount of at least \$5,000,000.

c. The Consultant is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the Municipalities, upon the signing of the Agreement.

## <u>WSIB</u>

18. The Contractor is required to submit the Workplace Safety and Insurance Board (WSIB) Clearance Certificate, in a form satisfactory to the Municipality, upon the signing of the Agreement.

## **INDEMNITY**

- 19. The Municipality hereby agrees to indemnify and save harmless the Consultant and his delegates from and against any and all liabilities, losses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Consultant and his delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions.
- 20. The consultant shall indemnify and hold the Municipality harmless from and against any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions or against any liability, loss, claims, demands, costs (including legal costs), damages, suits, judgments, penalties, and expenses, including reasonable legal fees, occasioned wholly or in part by any bad faith by the consultant, their agents, officers, employees or other persons for whom the consultant is legally responsible.

## **GENERAL PROVISIONS**

21. This Agreement shall be governed by and construed exclusively in accordance with the laws of the province of Ontario.

- 22. If any provision of this Agreement is declared to be void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
- 23. This Agreement, along with the attached Schedule(s), constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings and agreement, whether verbal or written, with respect to any matters referred to in this Agreement.
- 24. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

The Parties have executed this Agreement this 30<sup>th</sup> day of October, 2018.

### THE MUNICIPALITY

### THE CORPORATION OF THE MUNICIPALITY OF ST. - CHARLES

Name: Paul Schoppmann Title: Mayor

We have the authority to bind the corporation

Name: Jérôme Courchesne Title: Clerk

CONSULTANT

CUNNINGHAM, SWAN, CARTY, LITTLE & BONHAM LLP

"I have the authority to bind the Corporation"

## <u>SCHEDULE "A"</u> STATEMENT OF DUTIES AND RESPONSIBILITIES

The duties of the Integrity Commissioner shall be:

### EDUCATION AND ADVICE

- 1. To provide advice, education, and training on the Council Code of Conduct to Members of Council and those to whom the Code applies, either collectively or individually;
- 2. To provide advice, education, and training on the Code of Conduct for Local Boards (if applicable) to the Members of the Local Board and those to whom the Code applies, either collectively or individually;
- 3. To provide advice and opinions to Members of Council and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the Municipality governing ethical behaviour.
- 4. To provide advice and opinions to the Chair, Members of Local Boards and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the Municipality governing ethical behaviour.
- 5. To provide educational information to the Municipality and the public about the municipality's codes of conduct for members of council and members of local boards (if applicable), and about the *Municipal Conflict of Interest Act*.
- 6. To develop policies and procedures for the Office of the Integrity Commissioner, and to review these on an annual basis.
- 7. To review the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable) and any related policies and procedures, as required, and to make recommendations for any needed changes in respect thereof;
- 8. To assist with the creation of a Council-Staff Relations Policy.
- 9. To undertake training for Council and Local Boards, as applicable, on the Code.

### **INVESTIGATIONS**

10. In accordance with the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), other applicable ethics-related policies, rules or procedures, and the policies and procedures for conducting investigations, to engage in dispute resolution activities as deemed appropriate in advance of or as part of any investigation.

- 11. In conducting any investigations under this Agreement, to have regard to the importance of:
  - a. the investigator's independence and impartiality;

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- b. confidentiality with respect to the investigator's activities; and
- c. the credibility of the investigator's investigative process;
- 12. To conduct investigations from time to time upon receipt of a request for investigation (a "Request") in respect of complaints and alleged breaches of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), or other applicable ethics-related policies, rules or procedures and to provide recommendations based on the outcome of the investigation;
- 13. To proceed without undue delay and with due diligence to investigate a Request and to report to Council within a reasonable period of time;
- 14. To conduct each investigation in private and to not disclose the identity of the complainant to any person/body unless written authorization to do so is obtained from the complainant;
- 15. To hear or obtain information from such persons as the Integrity Commissioner thinks fit and to make such inquiries as he/she thinks fit;
- 16. To provide an opportunity to the Municipality or any person that may be adversely affected by a proposed report of the Integrity Commissioner, the opportunity to make representations respecting such report or recommendation;
- 17. To preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Consultant's opinion ought to be disclosed in order to establish grounds for his/her conclusions and recommendations;
- 18. After making an investigation into an alleged breach of the Council Code of Conduct, the Integrity Commissioner shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct and make recommendations as necessary;
- 19. After making an investigation into an alleged breach of the Code of Conduct for Local Boards (if applicable), the Integrity Commissioner shall render his/her opinion as to whether or not a member of the Local Board has contravened the Council Code of Conduct and make recommendations as necessary;

20. After making an investigation into an alleged breach of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall render an opinion as to whether or not a Member of Council or a Member of a Local Board has contravened the *Act*, and if so whether any sanction or further action is recommended;

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## AMENDING AGREEMENT - INTEGRITY COMMISSIONER SERVICES

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

#### BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES (hereinafter referred to as the "Municipality")

- and -

#### CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP (hereinafter referred to as "the Consultant")

WHEREAS, the Municipality and the Consultant (together the "Parties") did enter into an agreement for the Consultant to provide independent integrity commissioner services to the Municipality for a term of five years commencing January 1, 2019 (the "Original Agreement");

AND WHEREAS, the Parties wish to renew the Agreement on the same terms and conditions as the Original Agreement subject only to the express amendments set out in this Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the Municipality and the Consultant agree to amend the Original Agreement by deleting section 6 of the Original Agreement and replace those provisions with the following new section 6:

#### TERM OF AGREEMENT

6. The Consultant's appointment pursuant to this Amending Agreement is hereby extended for a further two (2) years, to December 31, 2026, unless terminated earlier in accordance with this clause. This Agreement may only be terminated in accordance with the following:

- a. The Municipality may be released from the Agreement at any time, with 30 days written notice.
- b. The Consultant shall provide 30 days written notice to the Municipality of his intention to resign as the Municipality's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

The Parties have executed this Amending Agreement this day of

,20 .

## THE CITY

## THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

Name: Title: Name: Title:

We have the authority to bind the corporation

#### **CONSULTANT**

## CUNNINGHAM, SWAN, CARTY, LITTLE & BONHAM LLP

"I have the authority to bind the Corporation"

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 8, 2024
Reason Before Council:	Priority:
Policy Direction / Approval	Normal
Department:	Type of Meeting:
General Government	Regular Meeting

## **Report Title**: Ontario Sport Recreation Grant

#### **Recommended Resolution:**

That Council direct staff on the preferred project (if any) to apply for under the Community Sport and Recreation Fund

#### **Options:**

 New Playground – The range for a new playground is estimated between \$250k to \$300k. We have received estimates when we last applied for the Trillium Grant. Our cost would be +/- \$150k. Please note that repairs are needed to the current structure, and it is near its end of life. The Director of Operations is looking into repair costs.

As grants are never guaranteed, we could apply in the event the other grant application is not successful. The downside is that 50% of the cost of the project would have to come from municipal funds or possibly some top up by a federal grant to an acceptable ratio or other private grant / fund.

- Arena Roof As time goes by, this issue will become increasing important to address. The estimate as prepared for the other grant is +/-\$400k. Our cost would be +/- \$200k
- 3. Elevator At \$160k to open access up to the top floor of the arena.

I would suggest applying at a minimum for the roof or elevator and explore for additional funding and review the feasibility of the project prior to accepting the funding (if successful) though it is not necessarily ok to turn down any type of funding. Any scenario where the roof of the arena is refurbished, adds value and useful life to the building.



## Analysis & Background:

There is currently a grant open for application under Stream 1: Repair and Rehabilitation. The deadline to apply is Tuesday, October 29, 2024, at 5:00 p.m. ET. We have most of the required information for the application.

We would be eligible for up to 50% funding. The application must be between \$150,000 to \$1 million. Please note that the province does not allow stacking with other provincial grants (e.g., Trillium Fund) and has a limit on stacking with the Federal government (e.g., if successful with the current federal grant of 80-20 funding mix).

Examples of eligible projects include:

- critical facility repairs (for example, repairing roofs, fixing structural defects)
- installing heating, ventilation, and air conditioning (HVAC) systems
- resurfacing playing fields
- installing new arena boards and glass
- pool repairs
- expanding/retrofitting change rooms to accommodate programming
- replacing playground equipment for safety or accessibility

The Ministry will then review and assess all eligible applications against the following criteria:

- community need
- community support
- economic impact
- addressing a gap in services
- operating/financial capacity
- value for money

Additional information can be found at: <u>https://www.ontario.ca/document/community-sport-and-recreation-infrastructure-fund/stream-1-repair-and-rehabilitation#section-2</u>

## Attachments:

• Nil.

Prepared By: Denis Turcot, CAO



# Sudbury East Building and By-law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles

Meeting Date:	Report Date:
October 16, 2024	October 7, 2024
Reason Before Council:	Priority:
For Information Only	Normal
Department:	Type of Meeting:
Planning & Development	Regular Meeting

#### RE: Q3 2024 – Building Department

**RECOMMENDED** To accept the report as presented. **RESOLUTION:** 

### BACKGROUND:

The quarterly activity report was developed to provide interim updates on activities as an ongoing effort to be able to communicate the activities, initiatives, and impact of the Building Control Services to Council and ratepayers.

## ANALYSIS:

The Building Controls Department is responsible for administering and enforcing the *Ontario Building Code Act* and its Regulations and the Zoning By-Law. This is done through plans examination, issuing the appropriate building permits and conducting site visits at various stages of construction. Highlights of activities are included within the report.

#### LINKS TO STRATEGIC PLANS:

- Ensure Community Safety
- Ensure timely knowledge of policies, By-Laws, and Building Controls
- Provide personalized and efficient customer service.

## **BUILDING CONTROLS DEPARTMENT REPORTING**

## **Quarterly Update - Building:**

Training and Conferences: The CBO attended the Northern Lights Chapter Meeting in Sudbury and the AMTS (Annual Meeting and Training Session) OBOA Conference in London. Topics discussed

included: Changes to the 2024 Ontario Building Code, protection of Municipal Sewers, how to build a better accessible washroom, radon mitigation, and review of legal cases brought against building departments across the province.

	2024 Permit Information			Permit mation	2022 Permit Information		
Type of Permit	PermitsConstructionIssuedValue		Permits Issued	Construction Value	Permits Issued	Construction Value	
Residential Construction							
New Building Construction	6	\$1,303,140	4	\$808,900	6	\$1,637,417	
Secondary Dwelling	0	\$0	0	\$0	0	\$0	
New Accessory Structure	11	\$801,840	11	\$678,620	10	\$453,580	
New Accessory Structure with pluming	0	\$0	0	\$0	0	\$0	
Install/Erect/Replace	2	\$8,000	4	\$26,650	6	\$83,245	
Renovation/Alter/Repair	6	\$116,000	12	\$214,350	11	\$252,850	
Renovation/Alter/Repair with plumbing	1	\$60,000	0	\$0	0	\$0	
Demolish	4	\$4,000	2	\$2,000	4	\$4,000	
Addition	5	\$278,250	3	\$102,525	5	\$337,313	
Addition with plumbing	0	\$0	0	\$0	0	\$0	
Siding	0	\$0	0	\$0	0	\$0	
Weeping tile	1	\$7,800	1	\$2,000	0	\$0	
<b>Total Res. Construction</b>	36	\$2,579,030	37	\$1,835,045	42	\$2,768,405	
Other Construction							
Commercial	0	\$0	1	\$20,000	1	\$1,000	
Industrial	0	\$0	1	\$25,000	0	\$0	
Government/Institutional	0	\$0	1	\$194,000	3	\$1,200,000	
<b>Total Other Construction</b>	0	\$0	3	\$239,000	4	\$1,201,000	
Total Construction	36	\$2,579,030	40	\$2,074,045	46	\$3,969,405	
Building Permit Fees	\$	29,690.58	\$22,	720.75	\$37,	818.81	

## PERMIT STATS BY QUARTER – 2024

	1 <sup>st</sup> Q	uarter	2nd	Quarter	3 <sup>rd</sup> Quarter		4 <sup>th</sup> Qua	arter
Type of Permit	Permits Issued	Value	Permits Issued	Value	Permits Issued	Value	Permits Issued	Value
Residential Construction	8	\$168,360	18	\$1,457,890	10	\$952,780	-	-
Commercial	0	\$0	0	\$0	0	\$0	-	-
Industrial	0	\$0	0	\$0	0	\$0	-	-
Government/ Institutional	0	\$0	0	\$0	0	\$0	-	-
Total Construction	8	\$168,360	18	\$1,457,890	10	\$952,780	-	-
Building Permit Fees YTD	\$2,3	83.23	\$16	6,719.55	\$10,	587.80	-	

## **BUILDING CONTROLS STATISTICS**

The following chart shows the number and types of building permits that were issued in St.-Charles in 2023 and lists past totals. The average working days to issue is a measure of efficiency of the Building Department.

Item	Q1	Q2	Q3	Q4	2024 Year to Date	2023 Total	2022 Total	2021 Total	2020 Total
Applications	15	14	13	-	42	58	63	67	53
Permits Issued	8	18	10	-	36	50	54	56	47
House Permit - Average working days to issue	7	6	5	-	6	6.5	4.5	3.25	5
Actual House Building Permits issued	8	18	10	-	36	48	53	56	47
Small Building - Average working days to issue	0	0	0	-	0	7	0	0	0
Actual Small Building Permits issued	0	0	0	-	0	2	0	0	0
Large Building - Average working days to issue	0	0	0	-	0	0	0	0	3
Actual Large Building Permits issued	0	0	0	-	0	0	0	0	1
<b>Complex Building</b> Average working days to issue	0	0	0	-	0	0	6	0	0
Actual Complex Building Permits issued	0	0	0	-	0	0	1	0	0
Total Inspections	30	49	61	-	140	193	172	266	142

- Inspections include, but are not limited to, preconstruction site inspection, footings, foundation, drainage / weeping tile, concrete slab, plumbing rough-in, framing, insulation, vapor / air barrier, heating, occupancy, fire protection, final inspection.

Average working days to issue a building permit are a measure of the service level of the building department. The
Ontario Building Code prescribes the maximum time allowable to issue a building permit once the application is
complete. House permits are to be issued in 10 business days, Small and Large Buildings are to be issued in 15
business days Complex buildings are to be issued in 30 business days.

## Short Term Rental (STR) License

The STR By-Law was passed in the third quarter of 2024, so this report does not reflect any applications. SEBBS staff have worked hard to create efficient procedures to accept and review applications since the By-Law passed in the Municipality of French River (the first SEBBS member municipality who passed the By-Law), so now By-Law is ready to reach out to rentals that have not contacted the Municipal office to apply for licenses.

The Department is working with any applicant that reaches out to apply to rectify any issues that might arise. Common issues are under-sized septic systems, buildings that were built without permits and safety issues to be addressed including deck repair and installation of required smoke and CO detectors.

Type of License	Applications in process	Issued	Number of occupants	Renewal	Hosted	Un-hosted
Short Term	3	0	0	0	0	0
Rental						

## Travel Trailer (TT) License

The TT By-Law was passed in the third quarter of 2024, so this report does not reflect any applications. SEBBS enforcement has developed an education flyer that is being distributed to Travel Trailers that are found in the area to let residents know of the new licensing program. This program will be enforced in 2025.

Type of License	Applications	Issued
Travel Trailer	0	0

**Respectfully submitted by:** Andrea Tarini, Director of SEBBS / CBO



# Sudbury East Building and By-law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles

Meeting Date:	Report Date:
October 16, 2024	October 7, 2024
Reason Before Council:	Priority:
For Information Only	Normal
Department:	Type of Meeting:
Protection to Persons & Property	Regular Meeting

#### RE: To Inform Council Regarding the Hiring of a New Municipal Law Enforcement Officer (MLEO)

**RECOMMENDED** Accept this report for information. **RESOLUTION:** 

#### BACKGROUND:

In May of 2024, the Municipality of St.-Charles entered into a new Shared Service Agreement with the Municipaliy's of Killarney, French River, and Markstay-Warren. The report at that time recommended to Council that an additional MLEO be hired. This recommendation was accepted as part of the accepted budget.

#### ANALYSIS:

A new MLEO has been hired to fill the position. The By-Law enacting that appointment is included in the agenda for this meeting of Council.

Respectfully submitted by: Andrea Tarini, Director of SEBBS / CBO



# Sudbury East Building and By-law Services (SEBBS)

Report for the Consideration by Council

Shared Services in the Municipalities of French River, Killarney, Markstay-Warren and St.-Charles

Meeting Date:	Report Date:
October 16, 2024	October 7, 2024
Reason Before Council:	Priority:
For Information Only	Normal
Department:	Type of Meeting:
Protection to Persons & Property	Regular Meeting

### RE: Q3 2024 – By-Law Services Department

RECOMMENDED	To update Council on the initiatives and activities of the By-Law Services
<b>RESOLUTION:</b>	Department

#### BACKGROUND:

The quarterly activity report was developed to provide interim updates on activities as an ongoing effort to be able to communicate the activities, initiatives, and impact of the By-Law Services Department to Council and the ratepayers.

#### ANALYSIS:

The By-Law Services Department upholds the By-Laws governing our Municipality and works to identify problems within our current By-Laws and present solutions and revisions to Council. Highlights of activities are included within the report.

#### MUNICIPAL LAW ENFORCEMENT REPORT

#### Information Regarding By-Law Enforcement and Reporting

- In Q4, SEBBS will be conducting a survey to gauge public interest in allowing backyard hens on various property types across the Municipality. The results of this survey will be compiled and reported back to Council for further consideration and decision-making.
- The enforcement team continues to prioritize addressing incidents involving dogs at large. This ongoing effort aims to ensure the safety of both animals and community members.

#### Training/Conferences/Certification

• The Manager of SEBBS attended the MLEOA Annual Training Seminar, participating in courses on cognitive interviewing techniques and the enforcement of the *Dog Owners' Liability Act* (DOLA). This training enhances enforcement capabilities and supports effective management of animal-related incidents within the Municipality.

## COMPLAINTS BY CATEGORY:

Complaints *Only formal complaints are tracked*	Q1	Q2	Q3	Q4	2024	2023	2022
Animal	12	4	3	-	19	15	-
Noise Control	2	-	-	-	2	4	2
Property Standards	5	4	3	-	12	9	8
Traffic Control	1	-	-	-	1	1	-
Open Burning	-	-	-	-	-	-	-
Snow Removal	1	-	-	-	1	3	1
Zoning	-	2	1	-	3	1	2
Other*	-	1	3	-	4	1	-
GRAND TOTAL	21	11	10	-	42	34	13

\*Other represents any By-Law categories not included in the rest of the table. e.g., STR, signage, etc.

Respectfully submitted by:

Kevin Benvenuti, MLEO / Manager of By-Law Services

# Report to Municipal Council



Meeting Date:	Report Date:
October 16, 2024	October 4, 2024
Reason Before Council:	Priority:
Policy Direction / Approval	Normal
Department:	Type of Meeting:
Protection to Persons & Property	Regular Meeting

**Report Title**: Agreement with OPP for 911 Services

### **Recommended Resolution:**

That Council agree with the new terms and condition of the 911 Service Agreement.

And that the Clerk and Mayor be authorized to enter in an Agreement with the Ontario Provincial Police (OPP) for 911 Services.

## Analysis & Background:

OPP via their communication centers, have been providing ongoing 911 services where residents call when they require fire, ambulance or police services.

There is an attached standard agreement similar to past years, however there are some important changes from the last service agreement. Attached you will find a summary letter with key changes, a proposed agreement and document explaining the OPP 9-1-1 P-PSAP (Primary Public Safety Answering Point) Services

Key Points:

#### Fees

"At this time, the rate for this service will remain at \$0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the Municipality St.-Charles in 2025 will be 0.561\*1357 based on a residential population served of 1357."



"While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

Previous Agreement(s)			New Agreement		
Terminology	Central (CERB)	Emergency	Reporting	Bureau	P-PSAP NG 9-1-1
Termination Term length	Public En 90-day no	nergency Repo otice period 2 5 (five) year,	C	. ,	180-day notice period Rolling term

## Attachments:

- OPP letter to Municipality re: P-PSAP
- P-PSAP document
- P-PSAP Agreement.

Prepared By: Denis Turcot, CAO

Ontario Police Provincial provinciale Police de l'Ontario O.P.P.

#### Municipal Policing Bureau Bureau des services policiers des municipalités

777 Memorial Ave.	777, avenue Memorial		
Orillia ON L3V 7V3	Orillia ON L3V 7V3		
Tel: 705 329-6200	Tél. : 705 329-6200		
Fax: 705 330-4191	Téléc.: 705 330-4191		
File Reference:600			

The Corporation of The Municipality of St.-Charles 2 King Street E., P.O. Box 70 St.-Charles, Ontario POM 2W0 October 2, 2024

Dear Sir / Madam

This letter is a follow up to our August 2023 correspondence sent to advise of upcoming changes to the Primary Public Safety Answering Point (P-PSAP) service agreement with the Ontario Provincial Police (OPP) to align with the requirements of Next Generation 9-1-1 (NG9-1-1) services. The P-PSAP service is a necessary requirement of providing 9-1-1 to the public as it is the first point of contact when dialing 9-1-1; operators determine whether the caller requires police, fire or ambulance service before routing to the call to the appropriate agency. The new OPP P-PSAP agreement has been developed and is attached to this letter.

At this time, the rate for this service will remain at 0.561 / capita / annum. Accordingly, the annual cost of the service to The Corporation of the Municipality St.-Charles in 2025 will be  $0.561 \times 1357$  based on a residential population served of 1357.

While we encourage you to review the new agreement in its entirety, a summary of significant updates to the agreement include:

	Previous Agreement(s)	New Agreement
Terminology	Central Emergency Reporting Bureau (CERB)	P-PSAP
	Public Emergency Reporting Service (PERS)	NG 9-1-1
Termination	90-day notice period	180-day notice period
Term length	2 (two) & 5 (five) year, renewable by written	Rolling term
	notice	

To proceed with services under the new agreement, the OPP will require the attached agreement to be signed by the appropriate party, be accompanied by a by-law or band council resolution, and returned to the OPP by December 1, 2024.

Agreements will be effective as of January 1, 2025, and changes to billing based on population updates will be reflected in the annual billing issued in January 2025.

I have attached a P-PSAP information package for your reference. Please notify us at the soonest opportunity if you have any questions, or if you wish to discontinue the P-PASP service from the OPP. Note that the OPP is one of multiple providers of P-PSAP service to choose from, and that a P-PSAP service must be in place for members of your community to continue to be able to access 9-1-1. If you have any questions regarding the service, changes to the agreement, or billing please contact ppsap@opp.ca.

Kind Regards,

Alt Hand

Superintendent Steve Ridout Commander, Municipal Policing Bureau

Attachments P-PSAP Agreement P-PSAP Information Package



# OPP PROVISION OF 9-1-1 PRIMARY PUBLIC SAFETY ANSWERING POINT (P-PSAP) SERVICES

# **OPP 9-1-1 P-PSAP Services**

The Ontario Provincial Police (OPP) was established in 1909 and is one of the largest police forces in North America, with 5,500 uniformed officers, 2,500 civilian employees and 600 Auxiliary officers. The OPP operates under the Police Services Act and serves Ontario by protecting its citizens, upholding the law and preserving public safety. Many of the services provided by the OPP, including frontline policing, communications and 9-1-1 Primary Public Safety Answering Point (P-PSAP), are provided under contract to Ontario municipalities.

A P-PSAP is responsible for answering all calls to 9-1-1 for police, fire and ambulance services. A 9-1-1 calltaker will triage the caller's needs and forward the call directly to the appropriate emergency service(s) — known as a secondary Public Safety Answering Point (S-PSAP) — for action and follow-through.

The OPP provides primary PSAP and secondary PSAP services to many municipalities in Ontario.

Trained OPP personnel have expertise in both calltaking and dispatch functions and are available to provide 9-1-1 P-PSAP services 24 hours per day, seven days per week, 365 days per year.

Presently, the OPP has agreements with 111 Municipalities, First Nations, Local Services Boards and other 9-1-1 Authorities to provide P-PSAP services in geographical areas that are policed by the OPP, as well as in some areas where policing is provided by a Municipal Police Service.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 P-PSAP services, the resources of the Provincial Communications Centre (PCC) will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages of accepting an OPP contract for the provision of 9-1-1 P-PSAP services to the Municipality include improved situational awareness during incidents, which is crucial to establishing the most efficient emergency communications systems possible. Additionally, it allows for improved control and coordination of major incidents, an assured Grade of Service, consistent use of state-of-the-art technology and continuous service provided at a defined cost.

The information contained in this document outlines OPP-provided P-PSAP services.

## **Technical and Operational Information**

#### **Provincial Communications Centres Providing Call Answering**

A Provincial Communications Centre is the incoming communications centre and acts as the primary interface between the public and the OPP for both non-emergent and emergency calls, including 9-1-1. The OPP currently operates four (4) Provincial Communications Centres in Ontario. Each OPP Provincial Communications Centre operates in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards).

For a Municipality under contract with the OPP for 9-1-1 P-PSAP service, the OPP provides continuous and uninterrupted services through one of two Provincial Communications Centres: the North Bay Provincial Communications Centre is designated as the primary call answering centre, with another OPP Provincial Communications Centre serving as the backup location. This is required as part of the Bell Canada service plan. Staff and system requirements necessary for the provision of this service to the municipality are available upon acceptance of the OPP as the provider of P-PSAP services. 9-1-1 calls will be answered and directed to the appropriate public safety agencies within the municipality's 9-1-1 Public Emergency Reporting Service (PERS). In order to accommodate 9-1-1 P-PSAP responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be completed without any cost to the municipality as part of the Bell service plan.

#### **Staffing of Provincial Communications Centres**

The OPP staffs all its Provincial Communications Centres with qualified civilian and uniform OPP members. The OPP also manages all the personnel and equipment required to receive and process all emergency calls directed to the P-PSAP. A Provincial Communications Centre is typically staffed based on historical workloads and software algorithms that identify the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the calltaker and dispatcher functions are separated, although all operators are trained to perform both roles. On-duty civilian Communication Teams Leaders and OPP uniform supervisors provide full-time, on-site supervision and support at all times.

The OPP is thoroughly familiar with the operation of the 9-1-1 PERS, as it is a part of normal dayto-day operations. OPP personnel have considerable experience in dealing with emergent situations and serving the public directly. This experience and fundamental orientation are of benefit to the citizens of a municipality that contracts with the OPP as a P-PSAP provider.

#### **Training**

Provincial Communications Centre staffing is of utmost importance to the OPP. For the calltakers as the first points of contact for the public during an emergency and for the dispatchers who coordinate the movements and actions of frontline police officers, it is mission critical that PCC staff are well trained and in adherence with the OPP's Standard Operating Procedures. All

applicants for OPP Communications Operator positions are subjected to a rigorous screening process involving interviews, pre-employment testing using CritiCall and other position-specific software, psychological testing and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communications Centre, and are matched with an OPP-trained coach during their initial transition. A quality assurance program is in place to ensure employees maintain their skillset and are compliant with organizational standards.

## <u>Standards</u>

The Provincial Communications Centres are guided by OPP Standard Operating Procedures that incorporate the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within two rings. Performance of all call answering activity is regularly measured and reviewed. The 9-1-1 P-PSAP calls are the highest rated priority in the system and are always answered first. Note: The standard ringing cycle is six seconds and is fixed by the telephone company. Accordingly, the maximum time for two ringing cycles is 12 seconds from start to finish.

Each Provincial Communications Centre is equipped with digital reader boards that display information including the number of calls waiting in the queues and the time for the longest outstanding call. The reader boards are programmed to sound an audible alarm at pre-set limits, alerting the calltakers to this critical information. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. Use of this equipment facilitates efficiencies in call answering.

#### **Redundancy and Back-up Sites**

Both the P-PSAP (the North Bay Provincial Communications Centre) and the back-up location (another OPP Provincial Communications Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Back Up Site: The operation of the Provincial Communications Centres is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes 9-1-1 PERS service (P- PSAP and Secondary PSAP (S-PSAP)) and regular OPP direct dial services via 888-310-1122/33. It should also be noted the telephone company services (regular Central Office and 9-1-1 PERS) for both the North Bay Provincial Communications Centre and the back-up location are provided via a fibre ring that provides redundant access from the local Bell Central Office. Both locations are also served by different Bell digital multiplex system (DMS) switching systems.

## Multi-Language/Hearing-Voice Impaired Calls

All 9-1-1 calls are initially answered in English. Bilingual (French/English) communicators at each Provincial Communications Centre are able to answer a call in either official language. The OPP

will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French. The OPP subscribes to an interpretation services telephone line and regularly uses this service to access live translation services in additional languages, as required. To assist with Deaf, deafened, and hard of hearing callers, each Provincial Communications Centre is equipped with a minimum of two (2) TTY devices which are connected to the telephone systems, ensuring calls can be transferred as required. These devices are also used by the OPP to provide similar service through the direct dial 1-888-310-1133 phone number.

#### The Communications Centre Logger (CCL) system

Every Provincial Communication Centre is equipped with the Communications Centre Logger (CCL) system to capture and store call recordings. Multi-channel digital recorders provide continuous long-term storage on a 24-hour basis. The recorders are redundantly configured in order to ensure continuity of recordings. Copies of recordings are archived to an additional on-site and off-site data server in order to ensure availability in case of hardware failure. All telephone calls are recorded for the duration that the operator's phone remains off hook. All radio transmissions are recorded for the duration of the radio PTT transmission. The CCL system does not record dead air in-between calls or transmissions. Exports of audio recordings are presented as a collection of timestamped clips where each clip represents a single call or transmission.

Records are retained for a seven (7) year plus current year period. Recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

Requests for copies of CCL system recordings are processed by the OPP Technology Disclosure Unit (TDU).

## Automatic Number Identification/Automatic Location Identification (ANI/ALI)

ANI (Automatic Number Identification) is the automatic display at the PSAP of the telephone number associated with the line which called 9-1-1. ALI (Automatic Location Identification) contains details about the location, including the GPS coordinates or the civic or mailing address and other identifying information such as the building name or suite number that is associated with the ANI from the database where the PSAP is connected. All Bell 9-1-1 PERS ANI/ALI data and associated information received with each individual 9-1-1 calls is recorded. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data may be transferred or "downstreamed" to Secondary PSAP agencies.

The OPP is prepared to provide to authorized individuals, copies of audio recordings, as it directly pertains to the Municipality's P-PSAP operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least five days prior to the end of the seven-year retention period for audio recordings. The OPP will retain the originals until such proceedings are complete.

### **Online Conferencing**

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the P-PSAP will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the Secondary PSAP that receives the 9-1-1 call from the P-PSAP, to manage the situation and conference others as required. The OPP can add a fourth party (i.e., interpretation services) via the Meridian conference feature.

#### **Reports**

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the P-PSAP operation in answering 9-1-1 calls, as well as the volume of calls handled for the Municipality.

The OPP notifies Bell Canada of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the 9-1-1 PERS system to Bell Canada.

### **Costs**

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

#### **Additional Charges**

The annual rate shall be reviewed at the end of every calendar year, and it may be revised by the OPP based on changes to the residential population or to the per capita cost charged by the OPP. If the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

#### **Allowances for Business Interruptions**

Due to the equipment redundancy and back-up provisions, the OPP does not expect any disruption to P-PSAP service. To date there has been no service interruptions to P-PSAP services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

## Preparing for Next Generation 9-1-1 (NG9-1-1)

Under a directive from the Canadian Radio-television and Telecommunications Commission (CRTC), all telephone companies are mandated to update their networks in order to be ready to provide next-generation (NG9-1-1) services in the future.

As consumer telecommunication devices continue to evolve with changing technology, the 9-1-1 system must keep pace in order to maintain and further enhance public safety.

NG9-1-1 is the mandatory replacement of the current 9-1-1 service in Canada. Rather than a series of different, proprietary telephone systems, NG9-1-1 is an ecosystem of integrated, standards-based systems from coast to coast to coast. It will comply with a standard developed by the North American Emergency Number Association (NENA) which forms the basis for compatible deployment of this new service in Canada, the United States and around the world.

The change to NG9-1-1 will significantly enhance public safety communications services in an increasingly wireless, mobile society with new broadband network capabilities, notably:

- It will be a national level network that will facilitate emergency communications between citizens and emergency services.
- It will be a standards-based, secure platform specifically for 9-1-1 emergency communications across Canada.
- It will provide OPP PCC Communicators with enhanced caller location and subscriber information, improving their ability to dispatch officers as quickly as possible.
- NG9-1-1 will improve interoperability between emergency services agencies by allowing P-PSAPs to transfer calls efficiently and seamlessly share information from PSAP to PSAP.
- NG9-1-1 will allow the public to real-time text (RTT) 9-1-1 directly and in the future, allow callers to send photos and videos.

By March 1, 2022, all networks were updated to prepare for NG9-1-1. Additional milestones will be put in place by the CRTC, culminating in the decommissioning of the existing 9-1-1 system and full implementation of NG9-1-1 by March 2025.

The OPP is a national leader in NG9-1-1 adoption and implementation and has committed resources to ensuring the safety and security of the new NG9-1-1 network.

Working in partnership with hardware and software stakeholders, the OPP is expecting to begin the NG9-1-1 migration process early in 2024.



# **AGREEMENT FOR THE PROVISION OF**

# PRIMARY PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES

## AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES EFFECTIVE AS OF JANUARY 1, 2025

#### **BETWEEN:**

## HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the MINISTER OF THE SOLICITOR GENERAL on behalf of the ONTARIO PROVINCIAL POLICE

("OPP")

## OF THE FIRST PART AND:

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES (the "9-1-1 Authority")

#### **OF THE SECOND PART**

## **RECITALS:**

- (a) WHEREAS Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) AND WHEREAS it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) AND WHEREAS the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) AND WHEREAS the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) AND WHEREAS the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

## 2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

**"9-1-1 Call"** means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; "9-1-1 Caller" means the end user contacting 9-1-1.

"Agreement" means this agreement and Schedule "A", which is attached to, and forms part of this Agreement.

"ALI" means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

**"ANI"** means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

"Call Control" means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

2

the line upon which the 9-1-1 call was made regardless of calling party action.

"ESZ" means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

"GIS" means "Geographic Information System", a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

**"NG9-1-1"** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

"Party" means the OPP or the 9-1-1 Authority, and "Parties" shall mean both of them.

"**PERS**" means "Public Emergency Reporting Service" which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

**"PSAP"** means "Public Safety Answering Point" which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

**"Primary PSAP"** means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

**"Secondary PSAP"** means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

"Selective Routing and Transfer" means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

- 2.2 **Severability** If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 2.3 Section Headings The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

- 2.4 Entire Agreement This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 2.5 Amendments Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

## 3 <u>NOTICES</u>

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

### To the 9-1-1 Authority

THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES 2 King Street E, P.O. Box 70 St.-Charles, ON P0M 2W0

Email: cao@stcharlesontario.ca

#### To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters 777 Memorial Avenue Orillia ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

### 4 RATES AND METHOD OF PAYMENT

- 4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:
  - (a) **Amount of Annual Rate** The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$761.28 based on the residential population served in the geographic territory of the 9-1-1 Authority of 1357 at a per capita cost of \$0.561.
  - (b) **Review of Annual Rate** The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
  - (c) Invoices The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
  - (d) Payments Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

#### 5 <u>RESPONSIBILITIES OF THE OPP</u>

The OPP shall manage and operate the Primary PSAP and:

- 5.1 Personnel Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

## 6 **<u>RESPONSIBILITIES OF THE 9-1-1 AUTHORITY</u>**

The 9-1-1 Authority shall:

- 6.1 **Payment** Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.
- 6.3 **Warranty** Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is

operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.

- 6.4 **Changes** Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

## 7 <u>LIMITATION OF LIABILITY</u>

- 7.1 **Limitation of Liability** Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
  - (a) **External Information** The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
  - (b) **Equipment and Services** Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
  - (c) **Call Volumes** The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.
- 7.2 **Survival** Section 7.1 shall survive the termination or expiry of this Agreement.

7

## 8 <u>COMPLIANCE WITH LAWS AND CONFIDENTIALITY</u>

- 8.1 **Compliance with Laws** Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 8.2 **Confidential Information** Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## 9 <u>DISPUTE RESOLUTION</u>

- 9.1 **Dispute Resolution** Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
  - (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
  - (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
  - (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
  - (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

#### 10 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.
- 10.2 **Termination** Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of

termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

10.3 Immediate Termination - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

#### 11 <u>GENERAL</u>

- 11.1 **No Waiver** The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 Restructuring The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

## THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

SIGNATURE

Print Name & Title

Date:\_\_\_\_\_day of\_\_\_\_\_\_, 20\_\_\_

**Ontario Provincial Police (OPP)** 

Provincial Commander

Print Name

Date:\_\_\_\_\_day of\_\_\_\_\_\_, 20\_\_\_

#### SCHEDULE "A"

#### **BYLAW OR BAND COUNCIL RESOULTION**

Attached to and forming part of the Agreement between

# HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the MINISTER OF THE SOLICITOR GENERAL on behalf of the ONTARIO PROVINCIAL POLICE

And

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# PLACEHOLDER BY-LAW/BAND COUNCIL RESOLUTION

# Report to Municipal Council



Meeting Date:	Report Date:	
October 16, 2024	October 7, 2024	
Reason Before Council:	Priority:	
For Information Only	Normal	
Department:	Type of Meeting:	
Transportation/ Public Works	Regular Meeting	

Report Title: Q3 2024 – Public Works / Transportation Services Department

# BACKGROUND:

The quarterly report has been developed to provide interim updates on departmental activities as an ongoing effort to be able to communicate activities, initiatives, and the impact of the department to Council and the municipality's ratepayers.

# ANALYSIS:

The Public Works Department oversees the rehabilitation, development, and maintenance of approximately 120 kms of road network throughout the Municipality as per legislative requirements and levels of service set by Council. It provides for the efficient and safe movement of people and merchandise and is responsible for overseeing Environmental Services operations.

The Public Works Department operations include:

- Maintains fleet (preventative maintenance only)
- Grading, pothole patching, regulatory signage, luminaires, winter operations (including sidewalk maintenance, snow removal & sanding on roadways and parking lots, thawing culverts, ice blading and snowbank pushbacks).
- Culvert replacements
- Road rehabilitation projects (ditching, brushing, granular lifts)
- Sand / salt mixture for winter operations



# Public Works / Transportation Services

# 2024 Third Quarter Report

Description	Q1	Q2	Q3	Q4	2024 Total			
Request for Services								
Request for Services - Received	28	79	19	-	126			
Request for Services - Completed		41	19	-	78			
Permits								
Entrance Permits	*	*	3	-	3			
911 Permits		*	2	-	2			
Maintenance								
Driveway Culvert Requests	*	*	3	-	3			
Culvert Replacements	*	*	5	-	5			
Culverts Steamed	*	*	0	-	0			
Signage Installation		*	0	-	0			
Streetlight Outages (Reported)	*	*	0	-	0			
Guardrail Repairs		*	0	-	0			
Winter Operations (Deployed)		*	0	-	0			
Temporary Measures								
Temporary Road Closures	*	*	5	-	5			
Contracted Services								
Beaver Dam Removals	*	3	1	-	4			
Beaver Control	*	2	1	-	3			
Streetlight Repairs		*	0	-	0			
Fleet								
2015 - 1 Western Star	*	*	7	-	7			
2012 - 2 Western Star		*	1	-	1			
2011 - 621 E Case Loader		*	1	-	1			

Note: \* data not available/ tracked

Fleet is tracked in days tagged out of service.

The variance in requests for services is due to departmental projects and will be addressed by priority.



# KEY HIGHLIGHTS FOR THIS QUARTER:

- Turcot Road culvert replacement
- Completion of sand / salt mixture
- Lake Road Project commenced (culverts and ditching)
- Pickle Ball Court construction

Prepared By: Michelle Clark, Director of Operations

#### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# BY-LAW 2024-41

# BEING A BY-LAW TO APPOINT A MUNICIPAL LAW ENFORCEMENT OFFICER AS AUTHORIZED UNDER THE PROVISIONS OF THE *POLICE SERVICES ACT* AND A PROPERTY STANDARDS OFFICER FOR THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

**WHEREAS** pursuant to the *Police Services Act*, R.S.O., c.P15, s.15(1), a Municipal Council may appoint persons to enforce the By-Laws of the Municipality who shall be peace officers for the purpose of enforcing the By-Laws of the Municipality;

**AND WHEREAS** pursuant to the *Ontario Building Code Act*, S.O. 1992 c.23, s. 15.1 (3), Council passed the Property Standards By-Law, as amended within the Municipality;

**AND WHEREAS** it is deemed necessary and desirable to appoint a Municipal Law Enforcement Officer and Property Standards Officer with the authority and legislative protection of peace officer for such purposes for the Corporation of the Municipality of St.-Charles;

**NOW THEREFORE** the Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. That Connor West be appointed as Municipal Law Enforcement Officer, Peace Officer, and Property Standards Officer for the Corporation of the Municipality of St.-Charles.
- 2. That the Municipal Law Enforcement Officer and Property Standards Officer shall exercise all authority, powers and rights, and shall perform all duties and obligations which by statute or By-Law are or may be conferred or imposed and enforce all By-Laws of the Corporation of the Municipality of St.-Charles and all other duties that may be imposed by Council.
- 3. This By-Law shall come into force and take effect on the day it is passed.

#### READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER, 2024.

MAYOR

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# BY-LAW 2024-42

# BEING A BY-LAW TO ENTER INTO A LEASE AGREEMENT WITH HEALTH SCIENCES NORTH

**WHEREAS** Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into a Lease Agreement with Health Sciences North, for Unit 208 located at 1 King Street East, St.-Charles, Ontario;

**NOW THEREFORE** Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. THAT the Corporation of the Municipality of St.-Charles enter into a Lease Agreement with Health Sciences North.
- 2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Lease Agreement attached hereto and identified as Appendix "A".
- 3. THAT the attached Appendix "A" forms part of this By-Law.
- 4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 5. THAT this By-Law shall come into force and take effect on the day it is passed.

# READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER, 2024.

MAYOR

CLERK

# APPENDIX "A" TO BY-LAW NUMBER 2024-42

THIS LEASE made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

PURSUANT TO THE SHORT FORMS OF LEASES ACT, R.S.O 1990, c. S.11,

#### **BETWEEN**:

# CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

2 King St East, St.-Charles, Ontario, herein referred to as the "Landlord"

OF THE FIRST PART,

- and –

**HEALTH SCIENCES NORTH**, having its Head Office in the City of Greater Sudbury, in the Province of Ontario, herein referred to as the "Tenant"

OF THE SECOND PART

**WHEREAS** the Landlord is the owner of the property municipally known as the Wellness Centre located at 1 King Street East, St.-Charles (herein referred to as the "Building");

**AND WHEREAS** the Parties wish to renew the terms and provisions of the tenancy in this Agreement;

#### NOW THEREFORE WITNESSETH:

#### 1. Grant of Lease

In consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the Premises as hereinafter described in the Building on the Landlord's lands known municipally as 1 King Street East, in the Municipality of St.-Charles (herein referred to as the "Landlord's Lands").

#### 2. Description of Premises

(a) The leased Premises consists of 540 square feet of rentable area (herein called Unit 208) on the second floor of the Building on the Landlord's Lands (in the location shown in green on Schedule A) together with:

- (b) The use in common with all other persons entitled thereto, of the entrance doors, entrance hall, elevator, staircases and corridors in the Building for the purpose of ingress to and egress from the Premises during normal working hours on each business day, by the Tenant, its directors, officers, employees, clients, agents, workmen and all persons lawfully requiring communication with the Tenant;
- (c) The use in common with all other persons entitled thereto, of the washrooms on the second floor and of the vehicle parking areas on the Landlord's Lands adjacent to the Building during normal working hours on each business day, by the Tenant, its directors, officers, employees, clients, agents, workmen and all persons lawfully requiring communication with the Tenant; and,
- (d) Included with the premises is the right to use part of the Landlord's freestanding pylon sign, erected at the front of the Building to display, at the Tenant's expense, the Tenant's logo and its name in both English and French languages, of a size and design mutually acceptable to the Landlord and Tenant acting reasonably. Right of use shall include the installation, modification and removal of any and all Tenant information.
- 3. The exterior walls of the Building are expressly excluded from the Premises.
- 4. The Landlord's Lands are entered at the Land Registry Office at Sudbury.
- 5. Use

To only use the Premises to offer health services.

- 6. Term of Lease
  - (a) The Term of this Lease shall be for five (5) years (herein referred to as the "Term"). The Term shall commence on the 1<sup>st</sup> day of December 2023, and shall be fully completed on the 30<sup>th</sup> day of November 2028.
  - (b) **Auto-Renewal Term:** Upon expiration of the Initial Term, this Lease shall automatically renew for successive terms of sixty (60) months (each a "Renewal Term") unless either party provides written notice of non-renewal at least one hundred and eighty (180) days prior to the end of the then current term.

#### 7. Rent

The rent for the first (12) twelve months of the five (5) year term is \$879.70 per month.

# (a) Rent Adjustment Based on CPI:

- Annual Increase: The rent for the Premises shall be adjusted annually based on the Canadian Consumer Price Index (CPI) for All Items, as published by Statistics Canada. <u>https://www150.statcan.gc.ca/n1/daily-guotidien/240625/cg-a001-eng.htm</u>
- Calculation Method: The adjusted rent shall be calculated as follows:
  - Initial Base Rent: The initial base rent is \$10,556.44 per year, effective from December 1, 2023
  - Adjustment Date: The rent adjustment shall occur on the anniversary of the commencement date of this Lease each year ("Adjustment Date").
  - CPI Reference: The reference CPI shall be the CPI published for the month December to November immediately preceding the Adjustment Date.
  - Increase Formula: The new rent shall be determined by multiplying the current rent by the percentage increase in the CPI over the previous year. The formula for calculating the new rent is:

New Rent = Current Rent × <u>{1+CPI Current Year - CPI Previous Year</u>} Previous Year

- Notification: The Landlord shall provide the Tenant with written notice of the new rent amount at least sixty (60) days prior to the Adjustment Date.
- Limitations: In no event shall the annual rent increase exceed 8% of the current rent, regardless of the CPI increase. If CPI is negative, the lease rate shall not be adjusted.

#### (b) Example Calculation:

If the rent for the year 2023 is \$1,000 and the CPI for December 2022 was 130 and for December 2021 was 125, the calculation would be as follows: Percentage Increase = (130 / 125) - 1 = 0.04 (or 4%), New Rent = \$1,000 × (1 + 0.04) = 1000 × 1.04 = \$1,040

#### (c) Binding Effect:

This rent adjustment clause shall be binding on both parties and shall automatically apply each year without the need for further amendment to this Lease.

#### 8. Tenant's Covenants

#### THE TENANT COVENANTS WITH THE LANDLORD:

- (a) To pay Rent as herein provided;
- (b) To maintain the Premises in good order and condition and to make repairs in keeping with the age and character of the Building with due diligence, except for reasonable wear and tear and damage by fire, lightning and tempest and except for repairs to the plumbing, sewage, water, electrical, mechanical, heating and air conditioning systems and except for repairs specifically designated as the responsibility of the Landlord; and notwithstanding the foregoing, the Tenant shall repair all broken glass in the Premises caused by internal forces;
- To permit the Landlord or its agents at all reasonable times during the said (C) Term to enter the Premises to examine the condition thereof; and should the Landlord find that any repairs that are the responsibility of the Tenant as hereinbefore provided are necessary, the Landlord shall give written notice to the Tenant, specifying the repairs required to be done, and the Tenant shall with reasonable promptitude after such notice well make such repairs in the manner hereinbefore provided. Should the Tenant, however, refuse or neglect to make the repairs as aforesaid the Landlord may cause such repairs to be affected, and the Tenant shall be liable to pay the cost thereof to the Landlord upon demand. If the Tenant shall default in any payment or expenditure other than Rent required to be paid by the Tenant under the terms hereof, the Landlord may at its option make such payment or expenditure, and in such event the amount shall be payable by the tenant to the Landlord on the next accruing rent day, together with interest at the rate of 6% per annum from the date of such payment or expenditure by the Landlord and on default the Landlord shall have the same remedies as on default of payment of rent;
- (d) To abide by and comply with all lawful statutes, By-Laws, rules and regulations of every parliamentary, municipal or other authority which in any manner relate to or affect the Premises by reason of the tenancy of the Tenant; and to put the Premises in such state of repair as to comply with the said statutes, By-Laws, rules and regulations and to indemnify and save harmless the Landlord from any penalty, costs, charges or damages to which the said Landlord may be put or suffer by reason of having to alter the Premises to conform with any such statute, By-Laws, rules or regulations by reason of the tenancy of the Tenant;
- (e) To obtain, and to pay the premium for, liability insurance covering the Landlord and the Tenant in respect of the Premises and the Tenant's operations therein to the extent of not less than two million dollars

(\$2,000,000.00) (or such greater amount as the Tenant's insurance agent may recommend) inclusive of all injuries or death to persons and damage to property of others arising from any one occurrence;

- (f) Save as hereinbefore provided, not to erect signs including window displays and other advertising visible from the exterior of the Premises without approval of the Landlord acting reasonably;
- (g) Not to assign or sublet the whole or any portion of the Premises in whole or in part without the consent of the Landlord in writing firsthand and obtained, which consent may not be unreasonably withheld;
- (h) Within sixty (60) days of termination of the Lease, the Tenant will arrange for removal of any advertising that has been installed on the Landlord's freestanding pylon sign, erected at the front of the Building, at the Tenant's expense. Should the Tenant fail to remove their advertising, the Landlord will arrange for its removal, and any costs associated with its removal shall be forwarded to and be the responsibility of the Tenant, and,
- (i) To yield up the Premises at the end of the Term in good order and condition as hereinbefore provided.

#### 9. Provisos

#### (a) **Proviso for Re-entry**

The Landlord may re-enter the Premises for non-payment of rent and / or non-performance of covenants.

#### (b) **Re-entry by Landlord**

If the Landlord shall re-enter, or this Lease shall be terminated, rent shall immediately become due and paid up to the time of such re-entry or termination. The Landlord may re-let the Premises or any part thereof either in the name of the Tenant or otherwise for such term as the Landlord may determine. The Landlord may, at its option, in addition to any other remedy, require the Tenant to pay to the Landlord as reasonable damages for the failure of the Tenant to observe and perform the conditions and covenants in this Lease contained, monthly, on the first day of each month following such re-entry or termination, until the expiration of the Term, the average monthly rental paid hereunder immediately preceding the re-entry or termination, less the amount collected by the Landlord in re-letting the Premises.

#### 10. Alterations to Premises

Provided the consent of the Landlord shall have been first obtained (which consent shall not be unreasonably withheld), the Tenant shall have the right to make at its own expense such alterations in, or additions and improvements to, the premises as it may require; provided that no such alterations, addition or improvement shall reduce the value or character of the Premises or weaken its structural safety or be detrimental to its use and any such alteration, addition or improvement so made (excluding Tenant's fixtures) at the expiry or termination of this Lease shall become and remain the property of the Landlord.

#### 11. Removal of Fixtures

At the expiration of the Term hereby granted, provided the Tenant shall not be in default hereunder, the Tenant may remove from the Premises all of its chattels and fixtures and shall make good any damages which the Tenant may occasion to the Premises thereby; and all alterations in, additions and improvements to, and fixtures (except fixtures in the nature of trade or tenant's fixtures) upon, the Premises which are in any manner attached to the floors, walls or ceilings and all floor coverings, shall remain upon the Premises and become the property of the Landlord at the expiry or termination of this Lease. All Leasehold Improvements to the Premises are the property of the landlord and shall remain upon the premises at the expiry or termination of this Lease.

#### 12. Landlord's Covenants

THE LANDLORD COVENANTS WITH THE TENANT:

- To permit the Tenant, its directors, officers, employees, servants, agents, customers, invitees and clients to access the Premises as hereinbefore provided;
- (b) To provide and maintain at the Landlord's expense the washrooms on the second floor and vehicle parking spaces on the Landlord's Land adjacent to the building for the use by the Tenant, its directors, officers, employees, clients, agents, workmen and all other persons lawfully requiring communication with the tenant, as hereinbefore provided;
- (c) To maintain, at the Landlord's expense, the vehicle parking spaces and the vehicle parking areas in good repair, including the snow removal there from;
- (d) To install and maintain, at the Landlord's expense, all fire extinguishers and other fire protection and warning apparatus as may be required by law from time to time;

- (e) To permit the Tenant, at the Tenant's expense, to install within the Premises and on, over through or under the Landlord's Lands and other buildings or improvements thereon, all such security and fire monitoring systems, wiring and apparatus, and all such telephone, computer and other communication wiring and apparatus, as the Tenant shall deem reasonable and necessary in such manner and in such locations as the Tenant, acting reasonably, shall require from time to time;
- (f) To keep in good repair and condition the Building, its foundations, outer walls, roof and all of the common areas therein, and the plumbing, sewage, water, electrical, mechanical, heating and air conditioning systems therein excepting only the maintenance and repairs to the Premises required by the Tenant's covenant to repair. The Landlord shall repair all broken glass caused by outside forces.
- (g) To pay municipal realty taxes and local improvement charges levied against the Landlord's Land and Building, including the Premises;
- (h) To provide reasonable refuse and garbage removal services to the Tenant;
- (i) To provide electricity, water, heating and air-conditioning to the Premises and to provide heat and cooling to the Premises as the Tenant shall require, acting reasonably;
- To provide space in the main electrical room to permit the Tenant to install (j) its telecommunication apparatus and to connect to telecommunication service providers, and to provide a 110 volt electrical outlet within three (3) meters of such space; and to provide a telecommunication conduit for the sole use of the Tenant from such space in the main electrical room to the Tenants' "server room" area in the Premises as shown on the floor plan of Premises attached to the Offer to Lease; and to provide empty telecommunications conduit from the Tenants' "server room" to the various locations as shown on the said floor plan; and to permit entry into the main electrical room upon request of the Tenant to permit the Tenant and its workmen to effect normal maintenance and repair to, and / or replacement of, the Tenant's telecommunication apparatus in such space; and to permit the Tenant to install such new telecommunication apparatus in such space as the Tenant may reasonably require from time to time, at the Tenant's cost; and to keep such main electrical room and the Tenant's apparatus therein locked and secured at all times;
- (k) To provide janitorial services to the Premises, which includes labour and materials, equipment and supplies for janitorial services, as follows:
  - a. Vacuuming, sweeping and mopping floors weekly;
  - b. Cleaning and sanitizing weekly;
  - c. Cleaning office(s) weekly;

- d. Spot cleaning glass (windows and doors) weekly;
- e. Dusting all accessible surfaces (ledges, counters, tables, etc.) weekly; and,
- f. Emptying waste and recycling receptacles weekly.

#### 13. Statutory Clauses

AND IT IS HEREBY DISTINCTLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LANDLORD AND THE TENANT THAT:

- (a) The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and agrees with the Landlord that notwithstanding any such enactment, all goods and chattels from time to time on the demised premises shall be subject to distress for rent; and,
- In case, without the written consent of the Landlord, the said Premises shall (b) become and remain vacant or not used for a period of ninety (90) days or be used by any person other than the Tenant or for any other purpose than that for which the same are hereby demised, or in case the term hereby granted or any of the goods and chattels of the Tenant shall at any time be seized or taken in execution or attachment by any creditor of the Tenant or the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or (if the Tenant is a corporation) any proceedings shall be taken or orders shall be made for the winding up of the Tenant or for the surrender or forfeiture of the charter of the Tenant, then and in every such case the then current month's rent and the next ensuing three (3) months' rent shall immediately become due and payable, and, at the option of the Landlord, this Lease shall cease and determine and the said term shall immediately become forfeited and void, in which event the Landlord may re-enter into and upon the said premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of their former estate, anything herein contained to the contrary notwithstanding.

#### 14. Damage by Fire

If, during the Term hereby demised, the Premises shall be destroyed or damaged by fire or the elements or by causes for which the Tenant is not responsible to repair as hereinbefore set out, the following provisions shall have effect:

(a) If the Premises shall be so badly injured as to be unfit for occupancy and to be incapable, with reasonable diligence of being repaired and rendered fit for occupation within one hundred and twenty (120) days from the happening of such injury, then the Term hereby granted, at the option of the

Tenant, shall cease and be at an end to all intents and purposes from the date of such damage or destruction and the Tenant shall immediately surrender the same and yield up possession of the Premises to the Landlord and the rent hereunder shall be apportioned and paid to the date of such termination;

- (b) If the Premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupation within one hundred and twenty (120) days from the happening of such injury as aforesaid, but if the damage is such to render the Premises wholly unfit for occupation, then the rent hereby reserved shall not run or accrue after such injury or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed and the Premises rendered fit for occupation;
- (c) If the Premises can be repaired within one hundred and twenty (120) days as aforesaid, and if the damage is such that the said Premises are capable of being partially used, then until such repairs shall have been made to the extent of enabling the use of the damaged portion of the Premises, the rent shall abate in the proportion that the part of the Premises rendered unfit for occupation bears to the whole of the Premises, and the amount of the abatement shall, in the event of the Parties not being able to agree thereon be determined by arbitration pursuant to the *Ontario Arbitration Act*.

#### 15. Loss Due to Injury

The Landlord shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant, or to employees, invitees or licensees of the Tenant while such person or property is in the Premises, including (without limiting the foregoing) any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Building or any adjacent or neighboring Landlord's Lands or premises or from the water, steam or drainage pipes or plumbing work of the same or from any other place, quarter or for any damage caused by anything done or omitted to be done by any other Tenant of the Landlord's Lands or Building. The Tenant covenants to indemnify the Landlord of and from all loss, costs, claims or demands in respect of any injuries or damage referred to in this paragraph for which the Tenant is in law responsible.

#### 16. Performance by Landlord of Tenant's Covenants

If the Tenant shall fail to perform any of the covenants or obligations of the Tenant under or in respect of this Lease, the Landlord may from time to time, in its discretion, perform or cause to be performed any of such covenants or obligations, or any part thereof and for such purpose may do such things as may be requisite including, without limiting the generality of the foregoing, the right to enter upon the Premises or any part thereof as the Landlord may consider requisite or necessary. The Tenant covenants that all expenses incurred, and expenditures made by or on behalf of the Tenant together with interest thereon at the rate of 6% percent per annum, shall be forthwith paid by them to the Landlord, upon receiving written demand, and failing payment, forthwith upon such demand, such amounts may be collected as rent in arrears.

#### 17. Postponement to Mortgage

This Lease and the Tenant's rights hereunder are, and will at all times be subordinate to all mortgages, trust deeds or the charge or lien resulting from, or any instruments of, any financing, refinancing or collateral financing (collectively, a "Mortgage") or any renewals or extensions thereof from time to time in existence against the Leased Premises or any part thereof. Upon request, the Tenant will subordinate this Lease in such form as the Landlord requires to any Mortgage and, if requested, the Tenant will attorn to the holder of the Mortgage (a "Mortgagee").

#### 18. Early Termination

The Tenant shall have the option, at its sole discretion to terminate this Lease on one (1) month's written notice to the Landlord, after which this Lease shall terminate and be of no further effect and the Parties shall be released from all obligations there under.

#### 19. Arbitration

If any differences shall arise between the Parties hereto concerning the interpretation of any of the clauses hereof, such differences shall be referred to arbitration pursuant to the provisions of the *Arbitrations Act* of Ontario and the laws of the Province of Ontario.

#### 20. Language

Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

#### 21. Successors

Unless the context otherwise requires, the word "Landlord" and the word "Tenant" whenever used herein shall be construed to include and shall mean the successors and assigns of the Landlord and the heirs, executors, administrators, successors and assigns of the Tenant.

#### 22. Registration

The Landlord hereby consents to registration of this Lease, or a Notice of this Lease, on title to the Landlord's Lands

#### 23. Notices

Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counteroffer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

#### 24. Schedules

The Schedules attached hereto shall form an integral part of this Agreement to Lease and consist of:

#### Schedule "A" - Sketch – Unit 208

#### 25. Contact Information

#### Landlord Contact Information:

St.-Charles Municipal Office 2 King St E St.-Charles, ON POM 2W0 Ph: 705-867-2032 Fax: 705-867-5789

#### **Tenant Contact Information:**

Health Sciences North 865 Regent Street Sudbury, ON P3E 3Y9 Attn: Business Development Ph: 705-523-7100 Ext. 3179

6677

IN WITNESS WHEREOF the Landlord and Tenant have hereunto affixed their hands and seals.

> ) )

> ) )

SIGNED, SEALED AND DELIVERED ) HEALTH SCIENCES NORTH , 2024 **Date:** 9/27/2024

Paul Truscott



Date:

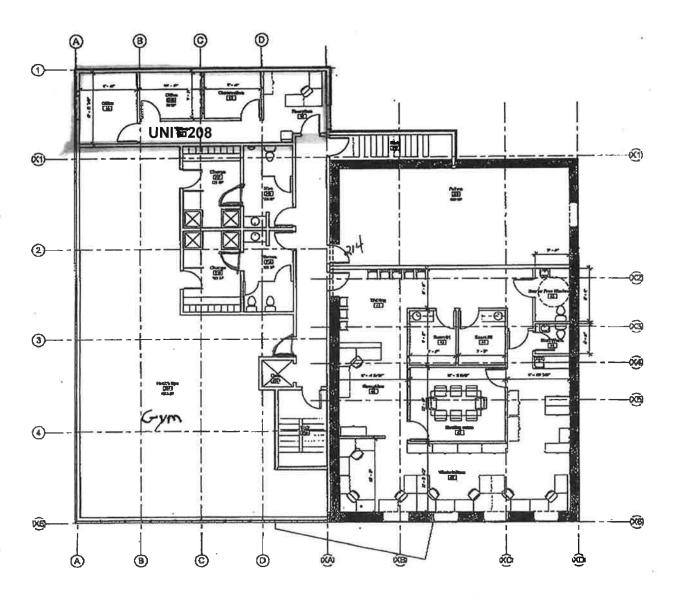
, 2024

#### ) THE CORPORATION OF THE ) MUNICIPALITY OF ST.-CHARLES

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Schedule "A" Sketch – Unit 208



ST.-CHARLES WELLNESS CENTRE – SECOND FLOOR

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# BY-LAW 2024-43

# BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF PRIMARY PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF THE SOLICITOR GENERAL ON BEHALF OF THE ONTARIO PROVINCIAL POLICE

**WHEREAS** Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into an Agreement for the provision of Primary Public Safety Answering Point (PSAP) Services with the Ontario Provincial Police;

**NOW THEREFORE** Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. THAT the Corporation of the Municipality of St.-Charles enter into an Agreement for PSAP Services with His Majesty the King in Right of Ontario as represented by the Minister of the Solicitor General on behalf of the Ontario Provincial Police.
- 2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Appendix "A".
- 3. THAT the attached Appendix "A" forms part of this By-Law.
- 4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 5. THAT this By-Law shall come into force and take effect on the day it is passed.

#### READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER, 2024.

MAYOR

CLERK



# AGREEMENT FOR THE PROVISION OF

# PRIMARY PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES

# AGREEMENT FOR THE PROVISION OF PRIMARY PSAP SERVICES EFFECTIVE AS OF JANUARY 1, 2025

#### **BETWEEN:**

# HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the MINISTER OF THE SOLICITOR GENERAL on behalf of the ONTARIO PROVINCIAL POLICE

("OPP")

# OF THE FIRST PART AND:

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES (the "9-1-1 Authority")

#### **OF THE SECOND PART**

# **RECITALS:**

- (a) WHEREAS Bell Canada has entered into agreements with the 9-1-1 Authority to provide the 9-1-1 Authority with a 9-1-1 Public Emergency Reporting Service (PERS), and which authorizes the 9-1-1 Authority to deliver 9-1-1 services using NG 9-1-1 technology;
- (b) AND WHEREAS it is the obligation of the 9-1-1 Authority under its agreement with Bell Canada to ensure that a Primary Public Safety Answering Point serves the territory in which the 9-1-1 Authority operates;
- (c) AND WHEREAS the 9-1-1 Authority is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Primary Public Safety Answering Point;
- (d) AND WHEREAS the 9-1-1 Authority wishes to contract with the OPP for the management and operation of the Primary Public Safety Answering Point, which is or is expected during the term of this Agreement to transition from being delivered by PERS to being delivered using NG 9-1-1 technology;
- (e) AND WHEREAS the 9-1-1 Authority confirms its adherence to this Agreement by executing it, as provided for herein, and providing the OPP with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

NOW THEREFORE, in consideration of the promises and covenants herein, the Parties agree as follows:

1 The Parties warrant that the recitals are true.

# 2 **DEFINITIONS AND INTERPRETATION**

2.1 In this Agreement:

**"9-1-1 Call"** means a request for public safety assistance signaled by a 9-1-1 caller using a device and communications service supporting 9-1-1 contact, regardless of the media (e.g., voice, video, text, other) used to make that request; "9-1-1 Caller" means the end user contacting 9-1-1.

"Agreement" means this agreement and Schedule "A", which is attached to, and forms part of this Agreement.

"ALI" means an Automatic Location Identification, which consists of a database feature that displays, to the Primary and Secondary PSAP, address and location data with respect to a source from which the 9-1-1 call originates.

**"ANI"** means an Automatic Number Identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 call to the Primary PSAP.

"Call Control" means a feature that allows the 9-1-1 call taker at the Primary PSAP to maintain control of

2

the line upon which the 9-1-1 call was made regardless of calling party action.

"ESZ" means Emergency Services Zone, which is a geographic area served by a Secondary PSAP in the territory of the 9-1-1 Authority.

"GIS" means "Geographic Information System", a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

**"NG9-1-1"** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (1) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response.

"Party" means the OPP or the 9-1-1 Authority, and "Parties" shall mean both of them.

"**PERS**" means "Public Emergency Reporting Service" which is a telecommunications service provided by Bell for the delivery of 9-1-1 calls.

**"PSAP"** means "Public Safety Answering Point" which is the entity responsible for receiving 9-1-1 calls and processing those 9-1-1 calls according to a specific operational policy.

**"Primary PSAP"** means the Primary Public Safety Answering Point serving the 9-1-1 Authority and located at the OPP Provincial Communications Centre (PCC), which is the first point of reception by the OPP of 9-1-1 calls.

**"Secondary PSAP"** means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 calls are transferred from the Primary PSAP, and for which the Secondary PSAP is then responsible for taking appropriate action.

"Selective Routing and Transfer" means a feature that automatically routes a 9-1-1 call to the appropriate Primary or Secondary PSAP based upon the ALI and ANI of the telephone line from which the 9-1-1 call originates.

- 2.2 **Severability** If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 2.3 Section Headings The section headings contained herein are for purposes of convenience only and

shall not be deemed to constitute a part of this Agreement or affect the meaning or interpretation of this Agreement in any way.

- 2.4 Entire Agreement This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement and a tender document such as request for proposals issued by the 9-1-1 Authority for the provision of services as described hereunder or the proposal that the OPP submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.
- 2.5 Amendments Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties. Either party may make changes to this Agreement with the consent of the other party by appending an amendment signed and dated by both parties reflecting the changes.

# 3 <u>NOTICES</u>

3.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing by mail or by electronic mail to the following addresses:

# To the 9-1-1 Authority

THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES 2 King Street E, P.O. Box 70 St.-Charles, ON P0M 2W0

Email: cao@stcharlesontario.ca

# To the Ontario Provincial Police

Attention: Municipal Policing Bureau

OPP General Headquarters 777 Memorial Avenue Orillia ON L3V 7V3

Email: OPP.MunicipalPolicing@opp.ca

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered by mail or by email, five (5) days after sending.

3.2 **Notices in Writing** - All notices required under this Agreement shall be in writing.

# 4 RATES AND METHOD OF PAYMENT

- 4.1 The 9-1-1 Authority shall pay the OPP for providing and operating the Primary PSAP as follows:
  - (a) **Amount of Annual Rate** The 9-1-1 Authority shall be charged and shall be required to pay an annual rate of \$761.28 based on the residential population served in the geographic territory of the 9-1-1 Authority of 1357 at a per capita cost of \$0.561.
  - (b) **Review of Annual Rate** The annual rate specified in clause (a) shall be reviewed at the end of every calendar year and may be revised by the OPP based on changes to the residential population or changes to costs of labour and equipment. In the event that the residential population of the geographic territory of the 9-1-1 Authority increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the 9-1-1 Authority shall pay the revised annual rate. The OPP shall determine the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
  - (c) Invoices The first invoice shall be issued immediately to the 9-1-1 Authority upon the start of the Agreement. The 9-1-1 Authority shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
  - (d) Payments Payments invoiced under this Agreement shall be made payable to the Minister of Finance, and payment shall be due no later than thirty (30) days following receipt of the invoice. Any payments which have become due and owing after this time period, in whole or in part, shall bear interest at the rate set by the Minister of Finance from time to time.

# 5 <u>RESPONSIBILITIES OF THE OPP</u>

The OPP shall manage and operate the Primary PSAP and:

- 5.1 Personnel Staff the Primary PSAP to answer and transfer 9-1-1 calls to the appropriate Secondary PSAP at a level appropriate with the 9-1-1 call volume in the geographic territory of the 9-1-1 Authority.
- 5.2 **Equipment** Provide, in its operation of the Primary PSAP, terminal equipment which permits the utilization of features provided by Bell Canada to the 9-1-1 Authority consisting of ALI, ANI, Selective Routing and Transfer and Call Control features, as well as equipment to communicate with deaf, hard of hearing, and speech impaired callers.

- 5.3 **Hours** Operate the Primary PSAP twenty-four (24) hours a day, seven (7) days a week.
- 5.4 **9-1-1 Call Response** Answer and transfer all 9-1-1 calls received by the Primary PSAP and associated ANI/ALI information, to a designated Secondary PSAP within the proper ESZ, as deemed appropriate by Primary PSAP personnel. This shall include maintaining control of the line upon which each 9-1-1 call is received until the 9-1-1 call is confirmed as being transferred to the appropriate Secondary PSAP or until the 9-1-1 call is terminated.
- 5.5 **Record Retention** Retain digital voice records of all 9-1-1 calls received at the Primary PSAP, in accordance with OPP policy, and ANI/ALI data for one hundred eighty (180) days from the date such records are created. The OPP is prepared to provide to authorized personnel, certified copies of audio recordings, as it directly pertains to the Primary PSAP for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five (5) days prior to the end of the retention period of the recordings or records. The OPP shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 5.6 **Backup Primary PSAP** Provide an operational backup Primary PSAP to which 9-1-1 calls shall be transferred at the discretion of the OPP or Bell Canada in the event that the usual Primary PSAP is unable to receive the 9-1-1 calls.
- 5.7 **Non-English Callers** Make reasonable efforts to respond to 9-1-1 calls from non-English callers, subject to the OPP's ability to access the services of a third-party provider. The OPP does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third-party provider.
- 5.8 **Reports** Upon request from the 9-1-1 Authority, or as determined by the OPP in consultation with the 9-1-1 Authority, the OPP shall provide reports which show the overall efficiency of the Primary PSAP in answering 9-1-1 calls, including the volume of 9-1-1 calls.

# 6 **<u>RESPONSIBILITIES OF THE 9-1-1 AUTHORITY</u>**

The 9-1-1 Authority shall:

- 6.1 **Payment** Be responsible for the amount of payment, in the manner, and within the timelines set out in Article 4.0 herein.
- 6.2 **Designate Secondary PSAPs** Designate Secondary PSAPs that are not OPP Detachments for each and every ESZ in the geographic territory of the 9-1-1 Authority to which the Primary PSAP shall answer and transfer a 9-1-1 call, and co-ordinate the participation of all such Secondary PSAPs in the manner required by this Agreement.
- 6.3 **Warranty** Warrant and represent that each Secondary PSAP serving the 9-1-1 Authority is

operative twenty-four (24) hours a day, seven (7) days a week, and shall answer and respond to all 9-1-1 calls directed to it from the Primary PSAP.

- 6.4 **Changes** Notify the OPP in writing immediately upon becoming aware of any changes, including but not limited to changes to NG9-1-1 or any technology in use that shall affect or is likely to affect the services the OPP provides under this Agreement, or of any changes to, or the termination or expiry of any Agreement between the Municipality and Bell Canada related to the services provided hereunder.
- 6.5 **GIS Data Responsibility** The 9-1-1 Authority shall be solely responsible for GIS data it has provided. The OPP is not responsible for aggregating, creating, maintaining, or updating GIS data on behalf of the Municipality.

# 7 <u>LIMITATION OF LIABILITY</u>

- 7.1 **Limitation of Liability** Notwithstanding any other provision in this Agreement, the OPP shall not be responsible or liable for any injury, death or property damage to the 9-1-1 Authority, its employees, subcontractors or agents, or for any claim by any third party against the 9-1-1 Authority, its employees, subcontractors or agents arising from:
  - (a) **External Information** The accuracy or completeness, or lack thereof, of any information the OPP receives from the 9-1-1 Authority, Bell Canada or any other third party, which the OPP relies on in providing services under this Agreement.
  - (b) **Equipment and Services** Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the OPP uses and relies on to provide services under this Agreement including but not limited to:
    - (i) Equipment or services required to transfer services provided under this Agreement from any other party to the OPP,
    - (ii) Services provided to non-English speakers who place 9-1-1 calls,
    - (iii) Services provided by Bell Canada to the 9-1-1 Authority including under PERS or NG9-1-1 and,
    - (iv) Services provided by Secondary PSAPs, which are not part of the OPP.
  - (c) **Call Volumes** The inability of the OPP to respond to 9-1-1 calls due to call volume that exceeds the capacity of the Primary PSAP, including the equipment and personnel who work at the Primary PSAP.
- 7.2 **Survival** Section 7.1 shall survive the termination or expiry of this Agreement.

7

# 8 <u>COMPLIANCE WITH LAWS AND CONFIDENTIALITY</u>

- 8.1 **Compliance with Laws** Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.
- 8.2 **Confidential Information** Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

# 9 <u>DISPUTE RESOLUTION</u>

- 9.1 **Dispute Resolution** Subject to Article 10.0 herein, if any dispute arises between the OPP and the 9-1-1 Authority as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:
  - (a) The Unit Commander of the Primary PSAP and a representative of the 9-1-1 Authority herein shall attempt to settle the dispute within fifteen (15) business days of the dispute arising;
  - (b) If the Unit Commander of the Primary PSAP and the representative of the 9-1-1 Authority are unable to settle the dispute within fifteen (15) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the representative 9-1-1 Authority shall attempt to resolve the dispute within fifteen (15) business days;
  - (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the OPP and representative of the 9-1-1 Authority agrees to attempt to resolve the dispute within fifteen (15) business days; and,
  - (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

# 10 TERM, TERMINATION AND RENEWAL

- 10.1 **Term** This Agreement shall come into effect on the date first written above and shall remain in force, subject to either party terminating the agreement as specified in this section.
- 10.2 **Termination** Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing one hundred eighty (180) days written notice of

termination to the other Party, in which case this Agreement shall terminate one hundred eighty (180) days following the delivery of such notice. Should a notice to terminate be given, the 9-1-1 Authority shall continue to be obligated to pay for the cost of the services described in this Agreement up to and including the date of such termination and the OPP shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.

10.3 Immediate Termination - Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering PERS or any successor technology such as NG9-1-1 to the 9-1-1 Authority or if the Agreement between Bell Canada and the 9-1-1 Authority for the provision of PERS or any successor technology such as NG9-1-1 is terminated or is expired and not renewed.

# 11 <u>GENERAL</u>

- 11.1 **No Waiver** The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 11.2 **Waiver in Writing** Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 11.3 **No Prejudice** The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 11.4 Restructuring The 9-1-1 Authority shall notify, and consult with the OPP before the 9-1-1 Authority's boundaries are altered, the 9-1-1 Authority is amalgamated with another 9-1-1 Authority, the 9-1-1 Authority is dissolved or the legal status of the 9-1-1 Authority is subject to other substantive changes.
- 11.5 **Relations** The Agreement shall not create nor shall it be interpreted as creating any association, partnership, employment relationship or any agency relationship between the Parties.
- 11.6 **Media** Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first notify the other Party in writing.
- 11.7 **Promotion** Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.

- 11.8 **Assignment** Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 11.9 **Force Majeure** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, the **9-1-1 Authority** has affixed its Corporate Seal attested by the signature of its duly authorized signing officer(s), and the Provincial Commander of the OPP has personally signed this Agreement to be effective as of the date set out herein.

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

SIGNATURE

Print Name & Title

Date: \_\_\_\_\_\_, 20\_\_\_\_,

**Ontario Provincial Police (OPP)** 

Provincial Commander

Print Name

Date:\_\_\_\_\_day of\_\_\_\_\_\_, 20\_\_\_

#### SCHEDULE "A"

#### **BYLAW OR BAND COUNCIL RESOULTION**

Attached to and forming part of the Agreement between

# HIS MAJESTY THE KING IN RIGHT OF ONTARIO as represented by the MINISTER OF THE SOLICITOR GENERAL on behalf of the ONTARIO PROVINCIAL POLICE

And

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# PLACEHOLDER BY-LAW/BAND COUNCIL RESOLUTION

# THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

# BY-LAW 2024-44

# BEING A BY-LAW TO ENTER INTO AN AMENDING AGREEMENT – INTEGRITY COMMISSIONER SERVICES WITH CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP

**WHEREAS** Section 223.3 of the *Municipal Act, 2001*, as amended, authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the Municipality;

**AND WHEREAS** Council for the Corporation of the Municipality of St.-Charles had appointed Cunningham Swan Carty Little & Bonham LLP as the Integrity Commissioner for a five (5) year term, expiring on December 31, 2023;

**AND WHEREAS** Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into an Amending Agreement for the provision of Integrity Commissioner Services;

**NOW THEREFORE** Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. THAT the Corporation of the Municipality of St.-Charles enter into an Amending Agreement for Integrity Commissioner Services with Cunningham Swan Carty Little & Bonham LLP.
- 2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Appendix "A".
- 3. THAT the attached Appendix "A" forms part of this By-Law.
- 4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 5. THAT this By-Law shall come into force and take effect on the day it is passed.

By-Law 2024-44 – Agreement with Cunningham Swan Carty Little & Bonham LLP

#### READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER 2024.

MAYOR

CLERK

By-Law 2024-44 – Agreement with Cunningham Swan Carty Little & Bonham LLP

#### AMENDING AGREEMENT - INTEGRITY COMMISSIONER SERVICES

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

#### BETWEEN: THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES (hereinafter referred to as the "Municipality")

- and -

#### CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP (hereinafter referred to as "the Consultant")

WHEREAS, the Municipality and the Consultant (together the "Parties") did enter into an agreement for the Consultant to provide independent integrity commissioner services to the Municipality for a term of five years commencing January 1, 2019 (the "Original Agreement");

AND WHEREAS, the Parties wish to renew the Agreement on the same terms and conditions as the Original Agreement subject only to the express amendments set out in this Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the Municipality and the Consultant agree to amend the Original Agreement by deleting section 6 of the Original Agreement and replace those provisions with the following new section 6:

#### TERM OF AGREEMENT

6. The Consultant's appointment pursuant to this Amending Agreement is hereby extended for a further two (2) years, to December 31, 2026, unless terminated earlier in accordance with this clause. This Agreement may only be terminated in accordance with the following:

- a. The Municipality may be released from the Agreement at any time, with 30 days written notice.
- b. The Consultant shall provide 30 days written notice to the Municipality of his intention to resign as the Municipality's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

The Parties have executed this Amending Agreement this day of

,20 .

#### THE CITY

#### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

Name: Title: Name: Title:

We have the authority to bind the corporation

#### **CONSULTANT**

#### CUNNINGHAM, SWAN, CARTY, LITTLE & BONHAM LLP

"I have the authority to bind the Corporation"

#### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

#### BY-LAW 2024-45

#### BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH KAREN JONES CONSULTING INC.

**WHEREAS** Council for the Corporation of the Municipality of St.-Charles issued a Request for Proposal for the completion of a Community Strategic Plan to establish a shared vision and priorities for the future development of the Municipality over the next ten (10) years;

**AND WHEREAS** the last Strategic Plan for the Municipality was completed in 2014;

**AND WHEREAS** Council for the Corporation of the Municipality of St.-Charles deems it necessary to enter into an Agreement for the completion of a new Community Strategic Plan;

**NOW THEREFORE** Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. THAT the Corporation of the Municipality of St.-Charles enter into an Agreement for a Community Strategic Plan with Karen Jones Consulting Inc.
- 2. THAT the Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Corporation of the Municipality of St.-Charles, the Agreement attached hereto and identified as Appendix "A".
- 3. THAT the attached Appendix "A" forms part of this By-Law.
- 4. THAT all other By-Laws on the same subject matter which are inconsistent with this By-Law are hereby repealed.
- 5. THAT this By-Law shall come into force and take effect on the day it is passed.

By-Law 2024-45 – Agreement with Karen Jones Consulting Inc.

# READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER 2024.

MAYOR

CLERK

By-Law 2024-45 – Agreement with Karen Jones Consulting Inc.

### APPENDIX "A" TO BY-LAW 2024-45 KAREN JONES CONSULTING INC.

150 First Avenue West, Suite 103 North Bay, Ontario, P1B 3B9

# **Confirmation of Agreement**

Agreement as of the \_\_\_\_9\_\_\_ day of \_\_\_\_October\_\_\_\_ (month) of 2024, Between Municipality of St.-Charles (hereinafter referred to as the "Client") and Karen Jones Consulting Inc. (hereinafter referred to as "KJCO")

### 1.0 Scope of Work: Community Strategic Plan

KJCO is committed to providing exceptional value and services to its clients and working collaboratively with clients to help them achieve success.

#### **Community Strategic Plan**

KJCO agrees to work with the Client for the development of a Community Strategic Plan. KJCO's goal is to provide clarity, establish direction, identify priorities, and guide the Municipality with a proactive and responsible 10-year plan to best serve the community. The process will utilize existing research along with consultation and engagement with key stakeholders to develop a fulsome, proactive and forward-thinking roadmap to guide the Municipality in achieving long-term sustainable growth.

The following will be completed as part of the Strategic Planning process in accordance with Schedule A: Proposal Submission:

- KJCO will seek feedback from stakeholders through the development and distribution of a survey, one-on-one interviews, focus groups, and engagement with the Municipal staff and Council.
- KJCO will review all data collected and provide a key finding analysis.
- KJCO will develop a Community Strategic Plan which will be provided in an electronic format.

KJCO will conduct an initial consultation meeting with the Client to outline needs, priorities, goals and to collect details/information about the organization from the Client. The Client acknowledges that the accurate and timely completion of the project is directly dependent on the accurate and timely provision of information from the Client, as requested.

Once research is conducted and information has been compiled, KJCO will provide the Client with an initial draft document (hereinafter referred to as the "Draft") for further Client input, refinement, revision and review. KJCO requests that the Client return revisions and edits of the Draft within 7 days of its receipt. KJCO will incorporate Client revisions and format/design the document. A final draft will be provided to the Client of review.

The final version of the completed Community Strategic Plan shall be delivered to the client as one (1) electronic version of the designed and formatted document.

The submitted proposal will guide the implementation of the above deliverables. Please refer to Schedule A for the full proposal and budget.



150 First Avenue West, Suite 103 North Bay, Ontario, P1B 3B9

#### 2.0 Ongoing Business Support (\$200/hour)

Additional services outside of the project scope will be billed at an hourly rate of \$200 plus applicable taxes.

#### 3.0 Liability and Indemnity

KJCO agrees to put forth every effort to the best of its abilities to work closely with the Client to achieve success. However, the Client agrees to indemnify and hold harmless and forever release and discharge KJCO, its officers, its employees, its personnel and its agents from any and all liability, damages or losses arising out of, or in connection with, the strategic planning process, including the costs of any suits, attorney's fees and other expenses in connection therewith, including trial and appeals therefrom.

#### 4.0 Confidentiality

KJCO agrees to keep confidential any and all Client proprietary information that is disclosed during the strategic planning process from any outside parties not related to the development of the plan without express written permission from the Client.

#### 5.0 Termination of Agreement

KJCO and the Client reserves the right to terminate this agreement without penalty under the following conditions:

- If the project is abandoned or delayed for any reason, the Client shall pay KJCO the value of services rendered to the date of abandonment or delay.
- KJCO reserves the discretionary right to discontinue services in the event of non-payment of fees.
- Unless otherwise agreed, invoices for payment will be issued monthly and are due upon receipt. Interest is payable on invoices not paid within 30 days, at a rate of 2% per annum above the bank rate. In the event invoices are overdue, KJCO will stop work until payment is received.

#### 6.0 General

6.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and cancels and supersedes all previous agreements, understanding and negotiations on such subject matter. No alteration or variation of any of the terms or conditions of this Agreement.

6.2 Time shall be of the essence of this Agreement.

6.3 Each of the Parties agree to pay their respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

6.4 The Parties shall not, without prior consent of the other Party, be entitled to assign, transfer, encumber or create any Security Interest in respect of or otherwise dispose of (collectively, "Transfer") its rights or obligations under this Agreement.

6.5 This Agreement shall endure to the benefit of an be binding upon the respective heirs, executors, administrators, successors, and permitted assigns of the Parties.



Page | 2

150 First Avenue West, Suite 103 North Bay, Ontario, P1B 3B9

6.6 No waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give the same and, unless provided, is limited to the specific breach waived.

6.7 Each paragraph of this Agreement is severable and, if one or more of the paragraphs are declared invalid, the remaining provisions will remain in full force and effect.

6.8 This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one agreement. Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such Party.

6.9 The Client hereby acknowledges that KJCO advised the Client to seek independent legal advice in respect of this Agreement. The Client has either obtained such advice or has waived its right to such advice. The Client has had the opportunity to review this Agreement and agrees with its terms.

6.10 The person signing on behalf of the Client warrants that they are duly authorized to sign this Agreement on behalf of and to bind the Client.

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#### **Payment Schedule**

#### Karen Jones Consulting Inc. Fees

Upset budget limit for \$47,000 CAD (plus applicable taxes)

- 50% due upon signing of contract: \$23,5000 + HST = \$26,555
- 40% due upon completion of Phase 2 (on or around Jan.17, 2025): \$18,800 + HST = \$21,244
- 10% due upon completion of contract (prior to March 28, 2025): \$4,700 + HST = \$5,311
- Travel will be billed separately based on actual costs incurred

Please supply a signed copy and email to info@kjco.ca

#### IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

SIGNED at	_on the	_ day of	20
Client:			
Client Signature		_	Name/Title
Client Signature		_	Name/Title
SIGNED at North Bay, Ontario on the S	9th day of Octo	ober 20 <b>24</b>	
KAREN JONES CONSULTING INC.			
Langutor			Karen Gibbons, CEO/Principal

Authorized Signature

Name/Title



150 First Avenue West, Suite 103 North Bay, Ontario, P1B 3B9

Schedule A



# Municipality of St.-Charles Community Strategic Plan Proposal

#### PROPOSAL SUBMITTED TO:

Denis Turcot, CAO Municipality of St.-Charles 2 King Street East St. -Charles, ON, POM 2WO

#### SUBMITTED BY:

Karen Jones Consulting Inc. 150 First Ave, Suite 103 North Bay, ON, P1B 3B9 c. 705.493.4525 e. info@kjco.ca www.kjco.ca



#### September 9, 2024

Denis Turcot, CAO Municipality of St.-Charles 2 King Street East St. -Charles, ON, POM 2WO

#### **RE: Request for Proposal – Community Strategic Plan**

Dear Mr. Turcot,

Karen Jones Consulting Inc. (KJCO) is pleased to submit our proposal in response to the Municipality of St. -Charles' Request for Proposal. At KJCO, our team brings a wide range of expertise in economic development, tourism, marketing, and business development, paired with a genuine passion for fostering community growth. We believe these strengths will be key to delivering an actionable and realistic Community Strategic Plan.

As one of Northern Ontario's leading business consulting firms, we are confident that our deep experience in economic development, communication, and strategic planning, coupled with our in-depth knowledge of the Northeastern region, uniquely positions us to create a successful and tailored plan for the Municipality of St. -Charles.

We understand the critical importance of meaningful community engagement throughout this process. Ensuring that the plan's goals, actions, and priorities reflect the needs and aspirations of the community will foster a strong sense of ownership and pride. With our collaborative, grassroots approach, we are confident that we can develop actionable strategies that align with the specific objectives of this exciting project.

Our proposed approach is detailed in the attached proposal. Thank you for considering our submission. If you have any questions or need further information, please feel free to contact me at 705.493.4525.

We appreciate the opportunity to be considered for this project.

Yours truly,

Karen Jones-Gibbons, Ec.D CEO Karen Jones Consulting Inc.



### Table of Contents

Municipality of StCharles
Community Strategic Plan Proposal1
Executive Summary
Introduction
Background 4
Deliverables
Approach5
About Karen Jones Consulting Inc
Knowledge and Experience
Meet Your Project Team
Corporate Experience
Proposed Work Plan
Project Management
Workplan & Schedule
Project Team Roles11
Milestones for Completion of Work11
Budget



# **Executive Summary**

Karen Jones Consulting (KJCO) is uniquely qualified to lead the development of a 10-year Community Strategic Plan for the Municipality of St. -Charles. With over 14 years of experience in municipal planning and rural development, KJCO has a deep understanding of the specific challenges and opportunities faced by rural Northern Ontario communities. Our approach is rooted in community engagement, ensuring that the voices of all stakeholders are heard and integrated into the plan. This collaborative process allows for a thorough assessment of community needs, leading to the establishment of a shared vision and priorities for the future growth and improvement of the St. -Charles region.

KJCO excels at crafting strategies that balance economic growth with sustainability while preserving the community's unique character. The team brings expertise in key areas such as business retention and expansion, economic revitalization, tourism development, workforce development, and investment attraction. These skills enable us to create comprehensive, actionable strategies that can be effectively implemented with the resources and capacities available to St. -Charles. Furthermore, KJCO has a proven track record of delivering measurable outcomes for similar municipalities, including job creation and enhanced community cohesion.

By choosing Karen Jones Consulting, the Municipality of St. -Charles will partner with a firm deeply committed to the prosperity of Northern Ontario. Our collaborative nature and focus on delivering a strategic plan that is both visionary and practical ensure we will provide the best possible framework for the municipality's future success.

# Introduction

### Background

St. -Charles is a charming, small community located in Northeastern Ontario, within the Sudbury District. Part of the larger Municipality of St.-Charles, this rural area is home to just over 1,000 residents and is renowned for its scenic beauty, featuring vast forests, lakes, and natural landscapes. The town is an ideal destination for outdoor enthusiasts and those seeking a peaceful, rural lifestyle. Offering a wide range of recreational and tourism opportunities, St.-Charles provides activities such as hiking, ATV riding, snowmobiling, wildlife viewing, hunting, and fishing.

Beyond its appeal as a potential tourist destination, St.-Charles is an inviting place to call home. Conveniently located between Sudbury and North Bay, the community offers the perfect combination of accessibility and seclusion, creating a peaceful, small-town atmosphere. The local economy is primarily supported by agriculture, forestry, tourism, and small businesses, with the surrounding natural environment playing a key role in driving recreational activities. With affordable home and lot prices, St.-Charles is an attractive option for new families, retirees, and first-time homebuyers. Its growing population reflects its status as both a tranquil retreat and a welcoming place to settle.

Known as one of Northern Ontario's hidden gems, St.-Charles provides the ideal blend of natural beauty and community spirit. As a rural community, it places great value on preserving its natural environment while pursuing sustainable growth. Residents take pride in their heritage and traditions, which are often celebrated through local festivals, events, and volunteer initiatives. While St.-Charles faces common rural challenges, such as access to services and economic diversification, its resilience is evident in the commitment of its local government and engaged citizens, all working together to ensure a vibrant future.

Karen Jones Consulting Inc. (KJCO) is proud to submit this proposal to the Municipality of St.-Charles for the development of a Community Strategic Plan. KJCO's goal is to provide clarity, establish direction, identify priorities, and guide the Municipality with a proactive and responsible 10-year plan to best serve the community.



### Deliverables

KJCO possesses a deep understanding of Northern Ontario, particularly Northeastern Ontario, and is dedicated to developing a realistic strategy centered around partnerships with Council, senior management, and community representatives. A key focus of this initiative will be fostering open communication, collaboration, and engagement, which are essential for gaining stakeholder insights and ensuring buy-in. The proposal outlines how these priorities will be achieved. Throughout the process, KJCO will implement the following deliverables to address both the short- and long-term needs of the Municipality:

- **Situational Analysis**. A thorough assessment of the Municipality will be conducted, including a review of the previous SWOT analysis, the 2014-2019 Strategic Plan, current processes, adjacent municipalities, and past stakeholder engagement to build upon previous efforts.
- **Community Profile Analysis.** Census data, asset inventories, demographic information, and gap analysis will be reviewed to gain a deeper understanding of the community's makeup and assets.
- Engagement Process. KJCO will conduct group working sessions with Council, Senior Management, community stakeholders, businesses, and residents to gather feedback and insights. This engagement will help identify opportunities, processes, and actions for improvement.
- **SWOT** and Gap Analysis. The data collected will guide the development of an updated SWOT and Gap Analysis, ensuring that the framework remains relevant and timely.
- Action Oriented Community Strategic Plan. KJCO will create a Strategic Plan that offers a clear decisionmaking framework, aligning Municipal decisions with the approved strategies and goals.
- **Communications Strategy.** A comprehensive communications strategy will accompany the Strategic Plan to ensure that information is clearly articulated and effectively disseminated within the Municipality.

These deliverables will collectively ensure that the Strategic Plan is both actionable and aligned with the community's evolving needs.

### Approach

KJCO's processes and methods are rooted in a balanced approach that actively engages stakeholders throughout the planning process. By combining comprehensive community research with rigorous analysis, KJCO develops priorities, strategies, and actions that are grounded in realistic, relevant, and data-driven insights. The approach to creating the Strategic Plan for the Municipality of St.-Charles will emphasize research and engagement that captures emerging regional trends and significant shifts, such as the rise of culinary and agri-tourism, broadband internet and natural gas expansion, housing development, and new business opportunities. Through this strategic planning process, KJCO will facilitate dialogue with municipal leaders to uncover new opportunities for enhancing performance, decision-making, and operations.

The strategies and actions proposed will naturally evolve from the identified priorities through a process of research, engagement, analysis, and discussion. KJCO will take an innovative approach to developing the Community Strategic Plan by blending forward-thinking solutions with community-driven strategies, uniquely tailored to the needs of rural Northern municipalities. This will include exploring renewable energy options, implementing eco-friendly tourism strategies, and ensuring that all demographics—from youth to seniors—play an active role in shaping the community's future.

By adopting a holistic, sustainability-focused framework, KJCO will ensure that the community grows in a way that preserves its natural beauty and cultural heritage. Combining advanced data analytics, fostering local innovation, and prioritizing sustainable growth, KJCO will deliver not just a strategic plan but a comprehensive roadmap for a resilient and prosperous future. This innovative approach will help the Municipality remain adaptable and competitive in a rapidly changing world.



# About Karen Jones Consulting Inc.

### **Knowledge and Experience**

Since inception in 2010, KJCO has played the lead role in a variety of economic, tourism and strategy initiatives that have ranged in size and scope for rural and urban communities in the region. KJCO offers a proven track record working with a variety of municipalities and sectors in Northern Ontario, a solid background in business development, a robust network of public and private partnerships, an understanding about rural economic development, and the ability to build lasting partnerships. KJCO also has a wealth of experience in the following areas:

Developing partnerships Developing innovative programs Adhering to timelines Maintaining budgets Identifying key stakeholders Facilitating consultations & focus groups Delivering public presentations Engaging with stakeholders and industry

KJCO works collaboratively to develop a Strategic Plan that creates enthusiasm, sparks interest and increases confidence within the community and among key stakeholders and partners. With first-hand knowledge and understanding of Northeastern Ontario, KJCO brings a unique perspective and professional background in the areas of ten core disciplines.

- 1. Strategic Planning
- 2. Marketing Communications and Brand Development
- 3. Tourism Product Development and Implementation
- 4. Business Retention + Expansion
- 5. Community Development

- 6. Investment Attraction
- 7. Business Planning
- 8. Event Management
- 9. Training & Facilitation
- 10. Project Planning

Located in North Bay, KJCO works directly with municipalities, non-profit organizations and private-sector businesses on strategic plans, marketing strategies, business planning, communication plans, funding, branding strategies and product development initiatives. KJCO welcomes the opportunity to work with the Municipality of St.-Charles on this initiative and is confident in its abilities to meet the specific needs of the municipality. KJCO has extensive work experience with municipalities, not-for-profits and private enterprise.

With economic development, marketing, stakeholder engagement and partnership development experience, KJCO brings together the disciplines and expertise required to support the requirements, and action items identified in the proposal. KJCO is committed to developing a Strategic Plan that sets the region up for success and new opportunity.



#### Meet Your Project Team



KAREN GIBBONS, BBA, EC.D CEO

#### LEAD TEAM MEMBER

Karen Jones- Gibbons is a business consultant with a specialization in economic development. Karen utilizes creativity, leadership, and teamwork to design and execute business and economic strategies to achieve desired results. Karen specializes in key aspects such as marketing communications, economic development, market research, training/facilitation, strategic planning, funding applications/proposal development, and business planning. Karen is also a Business Retention and Expansion Consultant and a TEN Specialist. With direct experience with business training and facilitation, Karen is passionate about helping business thrive.



#### NICKI SCHIEWE CONTENT STRATEGIST

Nicki is a content strategist, with a specialization in product development and regional tourism. Nicki was responsible for the development and creation of the Destination Northern **Ontario Boating Product Development Team and** Boating Strategy. Nicki has an extensive background in education, fundraising, public relations, marketing and research. Having worked in non-profit, tourism and arts communities, Nicki's diverse background makes her able to put project ideas into reality. She has a Masters in **Environmental Studies from** Lakehead University with a focus of Tourism and a Post Graduate Certificate in Public **Relations from Humber** College. Nicki has recently developed a tourism microcredential professional course for Ontario and Northern Ontario with Lakehead University.



KIM KNIGHT GRAPHIC DESIGNER

Kim is a highly creative graphic designer who has been developing innovative designs for clients across a range of industries for over 20 years. From logos and branding, marketing collateral and social

media, to strategic plans and technical reports, Kim has the expertise to create stunning visuals for any medium and type of project. Her strategic approach, attention to detail and ability to create fresh concepts have been key elements of success in ensuring her designs resonate with target audiences. Kim received her diploma in graphic design from Durham College.

Frank is a qualified Information Technology and **Operations Specialist with** over 20 years of experience. His background enables him to provide IT management services to clients while he draws on his project management experience to guide the internal and financial operations of the company. Frank is committed to managing Karen Jones Consulting Inc. projects and IT requirements while providing dedicated support services to clients. He holds a three-year **Computer Programmer** Analyst Diploma from Canadore College and held a **Cisco Certified Network** Associate (CCNA) designation.



FRANK GIBBONS CFO



# **Corporate Experience**



Over the past fourteen years, KJCO has been involved with facilitating and planning with municipalities, small business, government stakeholders and non-profit organizations. Municipal clients have included but not limited to, Town of Parry Sound, The Township of The Archipelago, West Parry Sound Economic Development Collaborative, City of North Bay, Municipality of East Ferris, City of North Bay, Almaguin Community Economic Development, Village of Burk's Falls, West Nipissing and the Village of South River. This experience has created a solid understanding of the challenges and obstacles within the Northern Ontario landscape, partnership opportunities, and sustainable organizational growth.

Please accept the following references:

Dave Gray, Director of Economic Development, ACED 705.571.1564 director@explorealmaguin.ca

John Fior, CAO, Township of The Archipelago 705.746.4243 ext.303 jfior@thearchipelago.on.ca

Clayton Harris, CAO, Town of Parry Sound (705) 746-2101 ext.215 charris@parrysound.ca

KJCO has been involved in a range of projects in economic development, tourism and investment sectors. Project work includes strategic planning, downtown revitalization, event management, business development and BR+E. Over the past fourteen years, the team has worked with Municipalities, Indigenous communities, tourism operators, Destination Marketing Organizations, Ministry representatives and Regional Tourism Organizations. This experience has included hands-on management such as operating a nonprofit organization-Laurentian Ski Hill Snowboarding Club to working on strategies to advance organizations and combat challenges and obstacles within Northern Ontario's landscape. KJCO has developed a variety of strategies, business plans, branding material and marketing collateral for public and private clients in a variety of sectors.





The following provides a summary of three relevant projects in which KJCO has played a lead role.

### Township of The Archipelago

KJCO worked with the Township of The Archipelago on the development of a Strategic Plan to guide the community's growth. The process involved engagement with stakeholders, internal and external analysis, market research, priority setting and the development of a Strategic Plan. The primary objective was to develop a practical plan that would assist the Council and Senior Management in making informed and effective decisions.



### **Municipality of East Ferris**



KJCO partnered with the Municipality of East Ferris to create a Strategic Plan aimed at directing the community's future development. The process included extensive stakeholder engagement, a thorough analysis of both internal and external factors, in-depth market research, and the establishment of key priorities, all culminating in the creation of a comprehensive Strategic Plan. The overall goal was to create an actionable plan that could support Council and Senior Management decision making.

### Town of Parry Sound

KJCO collaborated with the Town of Parry Sound to update their existing Strategic Plan focused on shaping the community's longterm development and growth. The approach involved community consultations, focus group sessions, survey development and ensuring the existing strategic priorities aligned with the identified needs. This goal was to update the plan post-pandemic and provide a re-refresh in a forward-looking Strategic Plan.





# Proposed Work Plan

The following provides details on how priorities will be met in relation to the development of the Community Strategic Plan for The Municipality of St-Charles. This includes a thorough analysis of the current landscape, engagement with key municipal representatives and community members as well as the development of the final Strategic Plan that will highlight key priorities, actions, and timelines to ensure a balanced approach.

Phase One: Review and Assessment Situational Analysis					
Deliverable	Scope of Work				
Work Plan Development and Project Launch	Refine/review preliminary workplan and develop criteria of information needed.				
Report and Documentation Review	Review and examine existing research, studies and reports to gain a thorough understanding of history, constituents and assets. Review policies and procedures, by-laws, OP and external communication tactics and messaging to assist with the identification of future priorities and opportunities.				
Best Practice Review	Review best practices from other jurisdictions to identify opportunities and synergies.				
Stakeholder Identification	Identify key stakeholder groups such as Council, Senior Management, funding partners, strategic partners, community residents, businesses, non-profits, clubs and organizations, etc. This will be done through research and support from the Municipality.				
Phase 1 Summary Report	Develop a summary report documenting the progress made and information collected.				

Phase Two: Stakeholder Engagement					
Deliverable	Scope of Work				
Committee Workshop(s)	Committee Workshop development, scheduling and facilitation. Host working group session(s)				
	with Strategic Planning Ad Hoc Committee, Council, Senior Staff to gather feedback about				
	strategic direction, communication strategies, initiatives, opportunities, innovative service				
	offerings and current gaps within the community.				
One-on-one Interviews	Interview development, scheduling and facilitation. Conduct interviews with internal				
	stakeholders to garner additional feedback to assist in the development of the Strategic Plan if				
	required. Develop questions/schedule and conduct telephone interviews with identified leads.				
Survey Design &	Develop a survey that will capture information from community residents, clubs/organizations				
Development	and businesses including but not limited to current perceptions of region, opportunities,				
	challenges, communication methods, community assets, and marketing opportunities.				
	Distribute survey to key stakeholders identified in phase one via email, social media channels,				
	news releases, newsletters and any additional distribution channels identified by the Steering				
	Committee. Work with stakeholders to share the survey information. Conduct follow-up to				
	encourage completion of survey to ensure a positive response rate.				
Town Hall /Special Meeting	Create presentation materials inclusive of handouts that showcase engagement results,				
	progress made and next steps. This may be a public meeting or a special meeting of Committee				
	and/or Council.				
Phase 2 Summary Report	Develop a summary report documenting the engagement results.				

Phase Three: Community Strategic Plan Development						
Deliverable	Scope of Work					
Communications Strategy	Develop a Communications Strategy to guide key messaging and engagement that generates public input, buy-in and interest through the implementation of the Strategic Plan.					
Strategic Plan Development, Edit & Design + Council Presentation	Develop Plan that guides direction, establishes framework, supports decision making process, offers recommendations and provides implementation schedule with key performance indicators and measurements of success. Implementation schedule will be based on achieving goals identified and include recommendations and actions to address identified priority areas. A final presentation to Council will be delivered following completion of the Plan					



# **Project Management**

### Workplan & Schedule

KJCO has assembled a work plan that provides a road map to advance the development of a Community Strategic Plan, guide the engagement of key stakeholders and creation of a communication strategy to guide successful implementation. KJCO can adjust the proposed project timeline to meet needs if required.

Project Start	Due Date	
Project Launch Meeting	Week of September 30, 2024	
Maatings and status undates with Stearing Committee	Bi-weekly updates and monthly in person meetings	
Meetings and status updates with Steering Committee	throughout project duration	
Phase 1	November 15, 2024	
Phase 2	On January 17, 2025	
Phase 3	March 28, 2025	
Project Wrap-up	March 28, 2025	

### **Project Team Roles**

Team Member	Role
Karen Jones-Gibbons	Karen will be the lead team member throughout the project including face-to-face interaction during focus groups, consultations, presentations, meetings and partnership development.
Kim Knight	Kim will lead all creative design work and will work with the team members to finalize visuals.
Nicki Schiewe	Nicki will be actively involved throughout the project including participation during meetings and part of the engagement process, while working collaboratively with Karen and the team on all aspects of the project.
Frank Gibbons	Frank will play a supporting role by managing the operational aspects related to the project, such as managing project timelines, deliverables, contractual terms and invoicing.

### Milestones for Completion of Work

Milestones	Oct	Nov	Dec	Jan	Feb	Mar	Estimated Hours	Team Members
Project launch, workplan review, status updates, committee meetings & project management	x	x	x	х	х	х	20	Karen, Nicki
Phase 1	x	x					60	Karen, Nicki,
Phase 2		х	х	х			75	Karen, Nicki, Kim,
Phase 3				х	х	х	80	Karen, Nicki, Kim,
Total Hours							235	



# Budget

Activity	Estimated Time	Fees
PHASE 1		
Work Plan Development and Project Launch	10	\$2,000
Report/ Document Collection & Review	15	\$3,000
Best Practice Review	10	\$2,000
Stakeholder Identification	5	\$1,000
Phase 1 Summary Report	20	\$4,000
Subtotal	60	\$12,000
PHASE 2		
Survey Development	10	\$2,000
Survey Distribution & Data Input	5	\$1,000
Telephone Interviews	15	\$3,000
Focus Group Sessions	25	\$5,000
Phase 2 Summary Report	20	\$4,000
Subtotal	75	\$15,000
PHASE 3		
Compile Information & Strategy Development	20	\$4,000
Communication Strategy*	25	\$5,000
Draft Revisions	10	\$2,000
Design & Finalize Strategy	25	\$5,000
Subtotal	80	\$16,000
PROJECT ADMINISTRATION		
Presentations, Meetings & Project Updates	20	\$4,000
Subtotal	20	\$4,000
Subtotal	235	\$47,000
HST		\$6,110
Total Consulting Fees		\$53,110

TRAVEL COSTS		
Mileage will be billed at CRA rates of \$0.60/km		
Number of estimated in-person daily trips:	\$844.80 + \$400	61 244 90
8 trips @ 176 km return from North Bay	\$844.80 + \$400	\$1,244.80
Per diem rate of \$50/day applies		

\*Event Marketing & Promotion related expenses for collateral, social ads, print, advertising, etc. will be quoted as part of the Communication Strategy development process and billed back at direct costs within the \$5,000 line-item budget.



#### THE CORPORATION OF THE MUNICIPALITY OF ST.-CHARLES

#### BY-LAW 2024-46

#### BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS SPECIAL MEETING OF COUNCIL HELD SEPTEMBER 26<sup>TH</sup>, 2024; AT ITS COMMITTEE OF THE WHOLE MEETING HELD OCTOBER 2<sup>ND</sup>, 2024; AT ITS SPECIAL MEETING OF COUNCIL HELD OCTOBER 16<sup>TH</sup>, 2024; AND, AT ITS REGULAR MEETING OF COUNCIL HELD OCTOBER 16<sup>TH</sup>, 2024

**WHEREAS** Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the powers of a municipality shall be exercised by its Council;

**AND WHEREAS** Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers, and privileges under Section 9 shall be exercised by By-Law unless the Municipality is specifically authorized to do otherwise;

**AND WHEREAS** Council deems it expedient that proceedings of the Council of the Corporation of the Municipality of St.-Charles as herein set forth be confirmed and adopted by By-Law;

**NOW THEREFORE,** the Council for the Corporation of the Municipality of St.-Charles hereby enacts as follows:

- 1. THAT each motion, resolution, and other action passed and taken by the Council at its Special Meeting of Council held September 26<sup>th</sup>, 2024; at its Committee of the Whole Meeting held October 2<sup>nd</sup>, 2024; at its Special Meeting of Council held October 16<sup>th</sup>, 2024; and, at its Regular Meeting of Council held October 16<sup>th</sup>, 2024; are, except where their prior approval of the Ontario Municipal Board is required, hereby adopted, ratified, and confirmed.
- 2. THAT the Mayor and proper officials of the Corporation of the Municipality of St.-Charles are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approval where required and except where otherwise provided, the Mayor and the Clerk are hereby authorized and directed to affix the Corporate Seal of the Municipality to all such documents.

"" "" "" "" ""

By-Law 2024-46 Confirm Proceedings

3. THAT this By-Law shall come into force and take effect on the day it is passed.

#### READ A FIRST TIME AND CONSIDERED READ A SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 16<sup>TH</sup> DAY OF OCTOBER 2024.

MAYOR

CLERK