

TOWNSHIP OF PEELE
Regular Meeting of Council
Monday, August 10, 2020, 8:00 pm
Electronic Meeting

1. **Call to Order**
2. **Confirmation of Previous Meeting Minutes**
 - a. **Regular Meeting of Council, July 27, 2020.**
(CHANGES or CORRECTIONS from Council)
3. **Disclosure of Pecuniary Interest**
4. **Delegations**
5. **Reports**
6. **Action Reports**
 - a. **Councillor Dave DeLellis**
 - i) **Resolution to support applications to the Improving Connectivity for Ontario Program; and, the soon to be released Universal Broadband Fund on behalf of the municipality in partnership with Gosfield Communications.**
 - b. **Chief Administrative Officer and Clerk: Janice Hensel**
 - i) **Transfer Payment Agreement for funding of eligible Operating and Capital costs related to the 2019 Spring Flood through the Municipal Disaster Recovery Program (MDRA).**
 - c. **Treasurer and Deputy Clerk – Michelle Feltz**
 - i) **Term Loan Renewal Agreement with Libro Credit Union – Marina;**
(QUESTIONS from Council to CAO/Clerk and/or Treasurer for clarification)
7. **Consent Reports**
 - a. **Treasurer –**
 - i) **Disbursements Report as at August 6, 2020;**
 - ii) **Report No. 18 – MF – Financial Summary and Budget to Actual as at July 31, 2020.**
(QUESTIONS from Council to Treasurer for clarification)
8. **Recognitions**

From Mayor Durocher

 - a. **Recognition to Ontario Parks for recent Lighthouse Point and Fish Point trail updates;**
9. **Communications and Petitions**
 - a. **Essex Region Conservation Authority - Requesting all member Municipalities endorse appointments to the Essex Region Source Protection Committee:**
(QUESTIONS from Council)
 - b. **Corporation of the Town of Mono and the Corporation of the Town of Gore Bay – Manitoulin Island - Advising of support for Town of Orangeville’s resolution encouraging the Solicitor General implement common training requirements for all members of Police Services in Ontario as it relates to diversity, empathy and use of force.**
(QUESTIONS from Council)
 - c. **Corporation of the Township of South Glengarry – Requesting support of resolution asking the Provincial Government to provide funding to increase full-time positions in place of casual and part-time labour in long-term care facilities; And Further that the**

Ministry of Long term Care regularly inspect and ensure sound infection control measures are put in place.

(QUESTIONS from Council)

10. Scheduled Motions

Action Motions

- a. To receive correspondence from Essex Region Conservation Authority and endorse all municipal candidates prior to their formal appointment by the Essex Region Source Protection Authority as a regular Source Protection Committee member.
- b. To support applications to the Improving Connectivity for Ontario Program; and, the soon to be released Universal Broadband Fund on behalf of the municipality in partnership with Gosfield Communications.

(QUESTIONS from Council)

Consent Motions

- a. Township of Pelee consents to pass the following:
 - i. Disbursements Report as at August 6, 2020 in the amount of \$ \$420,553.06;
 - ii. Report No. 18 – MF – Financial Summary and Budget to Actual as at July 31, 2020.

(QUESTIONS from Council)

11. Deferred Matters

12. Enquires

13. Emergent Matters

(COUNCILLORS may MAKE MOTIONS on any topic address throughout the course of the meeting.)

14. By-Laws

- a. **By-Law 2020-23;** Being a By-Law to authorize the execution of a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Ministry of Municipal Affairs and Housing for \$104,201.82 under the 2019 Municipal Disaster Recovery Assistance Program (MDRA);
- b. **By-Law 2020-24;** Being a By-law to authorize the execution of a Term Loan Renewal Agreement with Libro Credit Union;
- c. **By-Law 2020-25;** Being a By-Law to Confirm Proceedings.

15. Adjournment

TOWNSHIP OF PELEE
Regular Meeting of Council
Monday July 27th, 2020 8:00 pm
Electronic Meeting

DATE August 10, 2020

Mayor: Ray Durocher
Deputy Mayor: Dave Dawson
Councillors: Dayne Malloch
Dave DeLellis
Sherri Smith Ouellette

NO. 2. a.

Staff: Michelle Feltz, Treasurer/Deputy Clerk
Kristine Horst, Administrative Assistant

Other: Eric Chamberlain, Drainage Superintendent
Members of the Public

1. **Call to Order**
Meeting called to order at 8:03 p.m.
2. **Confirmation of Previous Meeting Minutes**
 - a. **Regular Meeting of Council, July 13th, 2020.**
Moved By: Councillor Dave DeLellis
Seconded By: Councillor Sherri Smith Ouellette
3. **Disclosure of Pecuniary Interest**
None
4. **Delegations**
None
5. **Reports**
6. **Action Reports**
 - a. Councillor Dayne Malloch:
 - i. **Update: West Shore Road Shoreline Protection and Improvements;**
 1. Councillor Malloch stated the project is going well and with some cost savings, the project will now be able to continue down McCormick Road.
 2. Councillor DeLellis brought forth the motion to discuss the possibility of repairing the West Shore Road Canal Bank Failure north of Carters Lane.

Resolution 2020 – 85 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Councillor Dayne Malloch

“Be it Resolved that the Council of the Township of Pelee hereby directs Administration to discuss repairing the West Shore Road Canal Bank Failure north of Carters Lane with the Roads Department.”

- b. Drainage Superintendent – Eric Chamberlain:
 - i. Base Drainage Map;
 - ii. Report No 2020 – 15 EC –To rescind the appointment of Rood Engineering Inc. to complete report for the improvement of the Stoltz Drain
- c. Deputy Clerk and Treasurer – Michelle Feltz:
 - i. Resolution to extend COVID-19 financial relief programs to August 31, 2020;
- d. Chief Administrative Officer and Clerk – Janice Hensel:
 - i. Report No. 2020 – 16 JH – Elimination of Vacancy Tax Rebate Program for the 2021 taxation year.

7. Consent Reports

- a. Treasurer –
 - i. Disbursements Report as at July 23rd, 2020 in the amount of \$56,276.19.

8. Recognitions

None

9. Communications and Petitions

- a. **Corporation of the City of Oshawa** – Requesting support of resolution asking the Federal, Provincial, and Regional Government to help local municipalities assist their local social cultural, service clubs, and children/youth minor sporting organizations with clear and definitive relief funding programs directed to help sustain the afore mention groups through these trying times inflected on them by the effects of COVID-
 - i. Communication received by the Corporation of the Township of Pelee from the Corporation of the City of Oshawa.
- b. **Krista Hulshof, Vice President, Ontario Barn Preservation** – Advising of research into Planning Policy frameworks which either help or hinder the conservation of barns and requesting municipal consideration of policies which could affect the conservation of built heritage resources related to agricultural use.
 - i. Communication received by the Corporation of the Township of Pelee from the Vice President of Ontario Barn Preservation.
- c. **Rick Masse, Consultant, Pelee Island Co-operative** – Requesting municipal permission for Golder and Associates to access the Harris Fishery Bldg. (Bonnet Bldg) and the Malloch Drain to complete required sampling on behalf of the Pelee Island Co-op.
 - i. Communication received by the Corporation of the Township of Pelee from Rick Masse.

Resolution 2020 – 86 was CARRIED
Moved By: Councillor Dave DeLellis

Seconded By: Deputy Mayor Dave Dawson

“Be it Resolved that the Council of the Township of Pelee hereby resolves to send a letter granting permission for Golder and Associates to access the Harris Fishery Building and the Malloch Drain properties to complete required sampling on behalf of the Pelee Island Co-op.”

- d. **Municipality of Chatham-Kent** – Requesting support for resolution in support of the Private Members Bill put forward by Majid Jowhari; M-36; regarding Emancipation Day.
 - i. Communication received by the Corporation of the Township of Pelee from the Municipality of Chatham-Kent.

10. **Scheduled Motions**

Action Motions

- a. Resolution 2020 – 87 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Deputy Mayor Dave Dawson

“Be it Resolved that the Council of the Township of Pelee hereby receives the verbal report of Councillor Dayne Malloch on the status of West Shore Road Shoreline Protection Project.”

- b. Resolution 2020 – 88 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Councillor Sherri Smith Ouellette

“Be it Resolved that the Council of the Township of Pelee hereby receives Report No. 2020-15 EC, to rescind the appointment of Rood Engineering Inc. to complete report for the improvement of the Stoltz Drain.”

- c. Resolution 2020 – 89 was CARRIED
Moved By: Councillor Sherri Smith Ouellette
Seconded By: Deputy Mayor Dave Dawson

“Be it resolved that the Corporation of the Township of Pelee hereby resolves that no late payment charges on property tax accounts and accounts receivable in either form, penalty and/or interest, through the period ending August 31, 2020. In the absence of additional financial relief measures, interest and penalties will be calculated on all past due balances as of September 1st and the first of every month thereafter.”

- d. Resolution 2020 – 90 was CARRIED
Moved By: Councillor Sherri Smith Ouellette
Seconded By: Councillor Dave DeLellis

“WHEREAS the Council of the Township of Pelee wants to encourage the use of vacant properties to help support a vibrant and sustainable community;

THEREFORE, BE IT RESOLVED that the Council of the Township of Pelee hereby receives Report No. 2020 – 16 JH approving the elimination of the Vacancy Tax Rebate Program commencing with the 2021 taxation year;

AND FURTHER that a copy of this resolution be forwarded to the Minister of Finance for consideration and approval.”

e. Resolution 2020 – 91 was DEFERRED

“Be it Resolved that the Council of the Township of Pelee hereby receives Report No. 2020 – 17 JH concerning the Scudder Marina Potable Water Cistern Proposal and approve council direction following discussion.”

Consent Motions

a. Resolution 2020 – 92 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Dave DeLellis

“Be it Resolved that the Council of the Township of Pelee hereby consents to the following item:

i. Disbursements as at July 23, 2020 in the amount of \$56,276.19.”

11. Deferred Matters

a. Chief Administrative Officer and Clerk – Janice Hensel:
i. Report No. 2020 – 17 JH – Scudder Marina – Potable Water Cistern Proposal.

12. Enquires None

13. Emergent Matters

a. Deputy Mayor Dave Dawson – Transportation Schedule
i. It was announced that the remainder of the 2020 sailing schedule will be from the Port of Leamington, rather than the usual Port of Kingsville from August to December;
ii. Deputy Mayor Dawson stated the Pelee Island Transportation Service Advisory Committee was not advised of this change ahead of time;
iii. Deputy Mayor Dawson received a copy of the letter from Pelee Island Winery asking the Ontario Ministry of Transportation to revisit their decision, stating their concerns with this change in sailing ports;
iv. Deputy Mayor Dawson brought forth the motion to support the Pelee Island Winery Letter:

Resolution 2020- 93 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Councillor Sherri Smith Ouellette

“Be it Resolved that the Council of the Township of Pelee hereby supports the letter from Pelee Island Winery asking the Ontario Ministry of Transportation to revisit their decision to remain at the Port of Leamington for the balance of the 2020 sailing season.”

AND FURTHER that a copy of the resolution be sent to the following:

Zsolt Katzirz
Nelson Santos
Hilda MacDonald
Gary McNamara

- v. Deputy Mayor Dawson brought forth the motion to request an immediate meeting of the Pelee Island Transportation Service Advisory Committee (PITSAC) to review and discuss the potential fall traffic hazard and safety issue on County Road 20:

Resolution 2020 – 94 was CARRIED
Moved By: Deputy Mayor Dave Dawson
Seconded By: Councillor Dave DeLellis

“Be it resolved that the Council of the Township of Pelee hereby requests an immediate meeting of the Pelee Island Transportation Service Advisory Committee (PITSAC) to review and discuss the potential fall traffic hazard and safety issue on County Road 20, as a result of MTOs recent decision to remain at the Port of Leamington for the balance of the 2020 sailing season, and to review several other outstanding issues left unattended to by the Ontario Ministry of Transportation.”

AND FURTHER that a copy of the resolution be sent to the following:
MPP Rick Nicholls
MPP Tara Natyshak
Minister MTO
DM MTO
ADM MTO
Nelson Santos
Hilda MacDonald
Gary McNamara

14. By-Laws

- a. Resolution 2020 – 95 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Deputy Mayor Dave Dawson

“Be it Resolved that the Council of the Township of Pelee hereby adopts By-Law 2020-22; Being a By-Law to Confirm Proceedings.”

15. Adjournment

**Raymond Durocher,
Mayor**

**Janice Hensel,
CAO/Clerk**

Connecting Ontario: improving broadband and cellular access

DATE

August 10, 2020

NO.

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Learn about how Ontario is improving connectivity and digital supports across the province.

On this page Skip this page navigation

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2. [Improving Connectivity for Ontario \(ICON\) program](#)
3. [Broadband and cellular projects and investments](#)
4. [Project locations](#)
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Overview

Reliable internet and cellular access helps us stay in touch with family and friends, access public services like health care and education, run our businesses and work from anywhere.

Our goal is simple. We want people in Ontario to have reliable high-speed internet and cellular connections at home, at work and along major highways.

The Provincial Broadband and Cellular Action Plan has committed \$315 million of investments that have the potential with partner funding from private sector and other levels of government to result in up to \$1 billion in broadband infrastructure investments.

The province will continue to invest in broadband and cellular initiatives as a funding partner while working closely with the federal government, which regulates and oversees telecommunications companies and the sector.

Improving Connectivity for Ontario (ICON) program

Ontario is investing \$150 million in a new program that when leveraged with partner funding has the potential to result in total investment of \$500 million to improve broadband and cellular coverage in underserved and unserved communities.

We invite telecommunication service providers, municipal governments, Indigenous communities and non-profits to submit innovative proposals to lend their investment, expertise and experience to improve connectivity in communities across Ontario.

Broadband and cellular projects and investments

Learn more about other broadband and cellular projects and investments happening now across Ontario:

Eastern Ontario Regional Network

Rural communities in eastern Ontario are closer to getting complete cellular coverage and improved mobile broadband.

The Province is partnering with the Eastern Ontario Regional Network (EORN) as they leverage \$213 million in funding to improve access to cellular and mobile broadband in Eastern Ontario.

The project will help rural communities take part in the digital economy, create jobs and improve public safety.

Southwestern Integrated Fibre Technology

The Province is investing in the Southwestern Integrated Fibre Technology (SWIFT) project to bring high-speed broadband to 50,000 more homes and businesses across Southwestern Ontario

In total, the project will invest more than \$190 million to expand broadband, including funding from federal, provincial and municipal governments. As a first step, SWIFT Inc. awarded contracts to bring high-speed internet to thousands of homes and businesses in Lambton, Wellington and Norfolk counties. More contracts are expected to be awarded for additional counties across Southwestern Ontario.

Northern Ontario Heritage Fund Corporation

The Province, through the Northern Ontario Heritage Fund Corporation (NOHFC), is investing in projects that support the expansion of broadband in Northern Ontario.

This, for example, includes an investment to help increase broadband access and affordability for more than 600 residents living in the Mishkeegogamang Ojibway Nation community.

These investments benefit homes and businesses as well as health, educational and community centres by building safer, connected communities.

Matawa broadband project

Ontario has invested \$30 million in the Matawa broadband project, which will connect five remote Matawa-member First Nation communities to fast, reliable and affordable Internet service and benefit more than 670 homes and institutions, including schools, airports, band offices, health offices and police stations.

The project will improve quality of life and create vibrant communities by connecting families, driving economic growth and expanding access to education and skills training.

Next Generation Network Program

Ontario has committed \$63.3 million over five years to the Next Generation Network Program, a partnership between the Centre of Excellence in Next Generation Networks (CENGN) and the Ontario Centres of Excellence (OCE).

One of the pilot projects is bringing high-performance broadband access to 200 homes in Parry Sound and Carling Township. More projects are planned in the future.

These innovative projects demonstrate and validate that new technology solutions that can be applied in other rural and northern Ontario communities.

ENCQOR Initiative

Ontario is helping to ensure the province has access to the best next-generation technologies. The Province has committed \$66.7 million over five years to build the world's first pre-commercial 5G wireless network for open innovation through the Evolution of Networked Services through the Corridor in Quebec and Ontario for Research and Innovation (ENCQOR) initiative.

This will help us develop the 5G applications of the future – the key to making the digital economy a reality.

Project locations

[Find the broadband projects happening near you.](#)

Supporting digital learning

Education Broadband Modernization Program

Ontario's schools need strong broadband capacity to support a modern education system. Ontario is working to deliver sustainable, modernized networks with improved internet access to students in schools across the province.

With fast, reliable internet, students can access materials, connect with experts and collaborate on projects worldwide.

As of early 2020, broadband modernization is complete at nearly 2,000 schools and in progress at almost 3,000 others. By accelerating the delivery of broadband internet modernization in

school boards, the province is currently on track to have broadband in every secondary school in Ontario by September 2020 and elementary school by September 2021.

Learn at Home

The Learn at Home portal offers students and their parents access to educational resources that can help keep students learning and engaged.

Learn at Home provides quick and easy access to some of Ontario's best online Kindergarten to Grade 12 resources, as well as additional high-quality resources from Canada and beyond.

Additional materials are added regularly.

Online learning

Online learning can help students learn to harness technology to their benefit and develop into lifelong learners.

Ontario is committed to modernizing the delivery of online learning courses to increase student access to high-quality public education and position Ontario as a global leader in online learning.

The Province is continuing its work to develop a made-in-Ontario online learning program that will ensure student flexibility and equity of access, technological literacy and a wide selection of high-quality courses.

Supports for online learning during coronavirus (COVID-19)

Many organizations and businesses are offering a variety of services and resources to Ontario school boards to support students, parents and educators during the current school closure. School boards will have the option to take advantage of these offers.

These include discounted broadband service, hardware and devices, and learning, mental health and special education resources.

Educators, parents and students should connect with their respective school boards to find out which resources and services are available in their communities.

Contact North

Funded by the province, Contact North helps improve access to digital learning in underserved communities that lack high-speed internet connectivity or direct physical access to educational or training opportunities.

Contact North works to expand access to distance education courses, programs and training for Ontarians, including in Indigenous and Francophone communities.

Online exam proctoring and grading tools for post secondary students

Ontario is helping publicly-assisted colleges and universities deliver secure online assessment through a digital exam proctoring tool for postsecondary students across the province.

Facilitated through eCampusOntario, Ontario's centre for excellence in digital learning, this tool allows students to demonstrate their knowledge and skills in courses and programs where a supervised final examination is required, while ensuring the proper safeguards to protect student privacy and academic integrity.

eCampusOntario

eCampusOntario is funded by the Government of Ontario to drive excellence in online and technology-enabled learning for all publicly funded colleges and universities in Ontario. Through collaboration, eCampusOntario builds Ontario's capacity to deliver high-quality, cost-effective online learning opportunities across the postsecondary system.

Updated: July 9, 2020
Published: June 3, 2020



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of Canada

Gouvernement
du Canada

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Universal Broadband Fund

From: [Innovation, Science and Economic Development Canada](#)

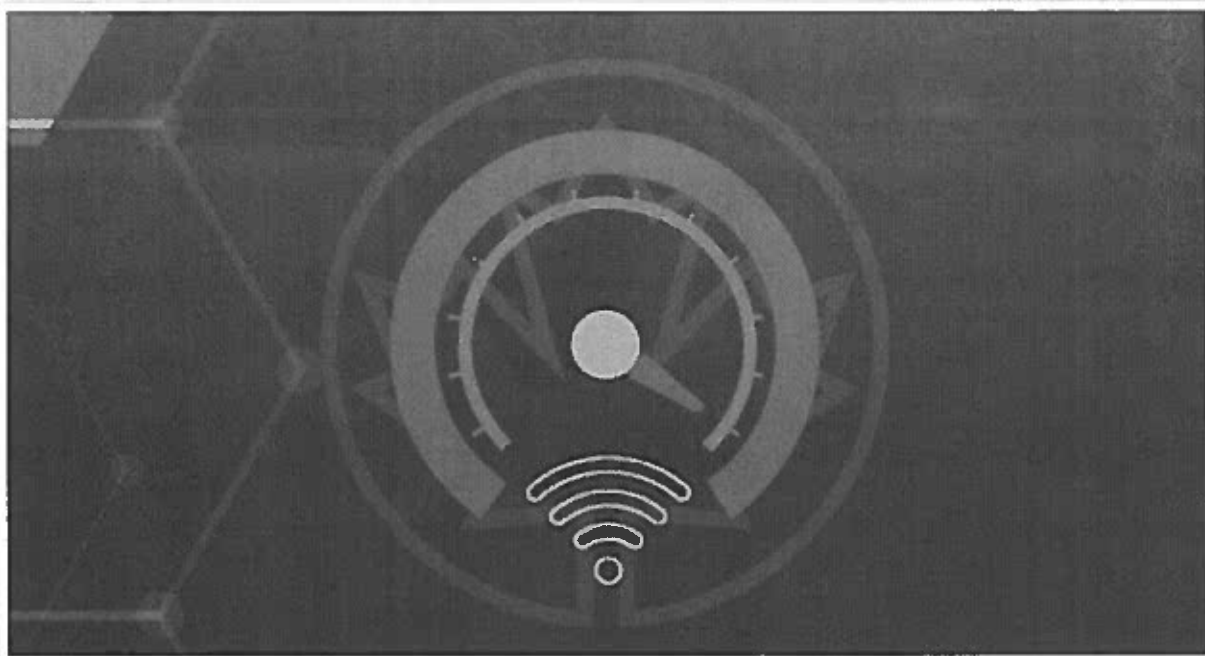


Building the New Program Together

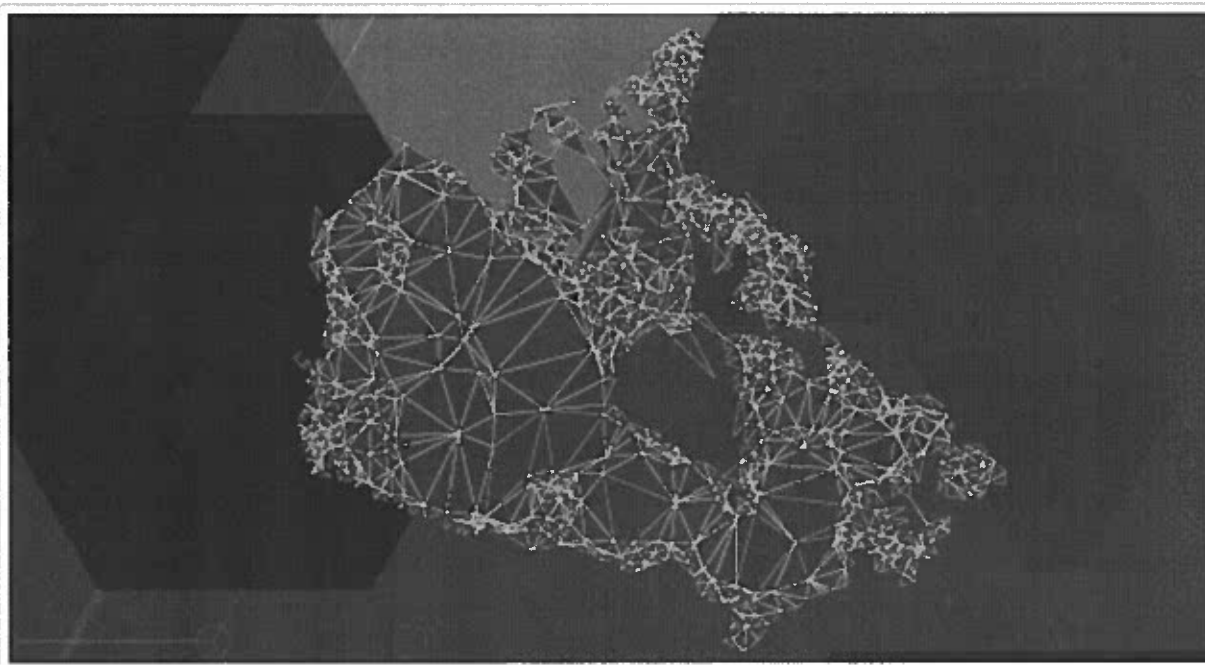
We are developing the new Universal Broadband Fund, and we need your input. We want to hear from Canadians, Internet Service Providers and other organizations about existing services and what you need from us.

To help every Canadian access high-speed Internet at minimum speeds of 50/10 Mbps, the Government of Canada announced a new, coordinated plan: *High Speed Access for All: Canada's Connectivity Strategy*. Through this plan, we are delivering up to \$6 billion in investments in rural broadband over the next 10 years. A key tool will be the new Universal Broadband Fund, which will support broadband projects across the country.

The Universal Broadband Fund will be designed to meet the unique needs of rural and remote communities. This is consistent with the Government's roadmap for supporting strong and resilient rural communities: *Rural Opportunities, National Prosperity: An Economic Development Strategy for Rural Canada*. The Government is committed to strengthening rural perspectives in the design of federal policies and programs – and so we want to hear from you.



[Start Speed Test](#)



[National Broadband Internet Service Availability Map](#)

How Canadians can help

- To get the clearest picture possible of the Internet speeds available in your community, perform an [Internet speed test](#) with Canadian Internet Registration Authority (CIRA).
- We welcome your feedback about Internet service availability. Use our interactive [National Broadband Map](#) to see coverage, projects under way and providers available to you.

- Do you have questions or feedback about the UBF? [Contact us](#)

How Internet service providers, municipalities, Indigenous organizations, communities, and other potential applicants can get involved

- Verify the coverage information on our [National Broadband Map](#).
- Review our [stakeholder engagement presentation](#) and provide us with your views.

Is your organization considering applying for a project under the Universal Broadband Fund? Before the process is launched, submit your proposed Universal Broadband Fund project area(s) using our [feedback form](#) and we will get back to you about existing services in the area to help you refine your final proposal.

Frequently asked questions

▶ How is the Government of Canada delivering on its goal of universal broadband access?

▶ What more can you tell us about Low Earth Orbit (LEO) satellites?

▶ When will the government launch the Universal Broadband Fund?

▶ Why is the Government providing funding to bring high-speed Internet for Canadians in rural and remote communities?

▶ How will the Rural Economic Development Strategy make a difference in the lives of rural Canadians?

Contact us

Do you have more questions? [Contact us](#).

Date modified:

2020-02-05

DATE August 10, 2020

GRANT AGREEMENT

NO. (6. b. i)
day of _____, 2020.

THIS AGREEMENT ("Agreement") made in triplicate as of the

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and Housing**

(referred to as the "Ministry")

AND:

THE CORPORATION OF THE TOWNSHIP OF PELEE

(referred to as the "Municipality")

WHEREAS subsection 302(2) of the *Municipal Act, 2001* empowers the Minister, upon such conditions as may be considered advisable, to make grants and loans and provide other financial assistance to a municipality;

AND WHEREAS the Municipality experienced spring flooding starting on April 13, 2019, which damaged some of the Municipality's infrastructure;

AND WHEREAS the Municipal Disaster Recovery Assistance Program (MDRA) is the program of Ontario Government coordinated by the Ministry of Municipal Affairs and Housing to provide financial assistance to municipalities which have incurred eligible losses from certain natural disasters;

AND WHEREAS the Municipality has requested assistance from the Ministry under MDRA for the Municipality's eligible incremental or extraordinary costs incurred as a result of the 2019 spring flood event;

AND WHEREAS the Ministry wishes to assist the Municipality for the Municipality's eligible extraordinary costs related to the 2019 spring flood event which started on April 13, 2019.

NOW THEREFORE in consideration of their respective agreements set out below, the parties covenant and agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

- (a) "Agreement" means this Agreement entered into between the Ministry and the Municipality and all schedules and attachments to this Agreement and any instrument amending this Agreement;
- (b) "Conflict of Interest" includes, but is not limited to, any circumstance where in relation to the performance of its obligations under this Agreement, the Municipality's other commitments, relationships or financial interests:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;
- (c) "Eligible Capital Project Costs" means the costs of the capital projects listed in Schedule "A" of the Agreement;
- (d) "Eligible Climate Resilience Improvement Costs" means the costs of the capital projects listed in Schedule "C" of the Agreement;
- (e) "Eligible Extraordinary Operating Costs" means the costs described in Schedule "B" to the Agreement;
- (f) "Grant Fund(s)(ing)" means funds that may be or are provided to the Municipality, as the context may require, by the Ministry pursuant to this Agreement;
- (g) "Own Purpose Taxation Levy" means the amount recorded as the Municipality's Taxation – Own Purposes in the latest Financial Information Return submitted by the Municipality prior to April 13, 2019.
- (h) "Treasurer" means the treasurer of the Municipality.

2.0 GRANT FUNDING

- 2.1 The Ministry shall pay to the Municipality Grant Funding of up to a maximum total amount of \$104,201.82 (One Hundred Four Thousand Two Hundred One Dollar and Eighty-Two Cents).
- 2.2 The Grant Funding is made up of a grant of up to \$103,938.12 (One Hundred Three Thousand Nine Hundred Thirty-Eight Dollars and Twelve Cents) for the Municipality's Eligible Capital Project Costs described in Schedule "A" and for the Municipality's Eligible Climate Resilience Improvement Costs described in Schedule "C", and up to \$263.70 (Two Hundred Sixty-Three Dollars and Seventy Cents) for the Municipality's Eligible Extraordinary Operating Costs described in Schedule "B".
- 2.3 The Ministry shall not be obligated to pay Eligible Climate Resilience Improvement Costs that exceed 15% of the Eligible Capital Project Costs.

- 2.4 The Ministry shall pay to the Municipality,
- (a) 75% of the costs that would otherwise be payable under the Agreement, that are equal to 3% of the Municipality's Own Purpose Taxation Levy; and
 - (b) 95% of all other costs that would otherwise be payable under the Agreement.
- 2.5 The Ministry shall not be obligated to make any payments under the Agreement if the Eligible Capital Project Costs and Eligible Extraordinary Operating costs are less than 3% of the Municipality's Own Purpose Taxation Levy.
- 2.6 The Ministry shall not be obligated to make any payments under the Agreement except to the extent that sufficient funds are provided in the votes and estimates of the Province of Ontario for the Ministry of Municipal Affairs and Housing and allocated for such purpose.

3.0 FINAL CLAIM FORM

- 3.1 The Municipality shall submit to the Ministry a final claim form supported with appropriate receipts and documentation to support to the Ministry's satisfaction that all costs were incurred as a result of the 2019 spring flood event which started on April 13, 2019.
- 3.2 The detailed cost claims of the Municipality shall be verified and authorized by the Treasurer.
- 3.3 The Ministry shall not provide any Grant Funds to the Municipality until,
- (a) a copy of the insurance certificate and policy required by section 9.2 has been received by the Ministry; and
 - (b) the final claim form satisfactory to the Ministry has been received by the Ministry.
- 3.4 Despite section 3.3, the Ministry may make interim payments of the Grant Funds to the Municipality, if the Municipality has provided the Ministry with appropriate receipts and documentation to support to the Ministry's satisfaction that all the interim costs were incurred as a result of the 2019 spring flood event which started on April 13, 2019.

4.0 MUNICIPALITY WARRANTS

- 4.1 The Municipality warrants that it shall carry out the purposes of the Agreement in compliance with all applicable federal, provincial or municipal laws or regulations.

5.0 USE OF GRANT FUNDING

- 5.1 The Municipality shall use Grant Funds exclusively to pay or reimburse itself for the costs described in Schedules "A", "B" and "C" of this Agreement.

6.0 REPORTING REQUIREMENTS FOR THE MUNICIPALITY AND DOCUMENT RETENTION

- 6.1 For six (6) years after the date of the last payment of the Grant Funds by the Ministry to the Municipality, the Municipality shall maintain all necessary records to substantiate (a) all payments to the Municipality under this Agreement and (b) all expenditures of the Municipality for Eligible Costs made with or reimbursed by Grant Funds. For six (6) years after the date of the last payment of the Grant Funds by the Ministry to the Municipality, the Municipality shall permit and assist the Ministry in conducting audits of the operations of the Municipality to verify (a) and (b) above. The Ministry shall provide the Municipality with at least ten (10) business day's prior notice of its requirement for such audit.
- 6.2 If requested by the Ministry during the period described in section 6.1, the Municipality shall provide the Ministry with the originals of the records described in section 6.1.
- 6.3 The Ministry shall provide the Municipality with a reporting template for the purposes of section 6.4.
- 6.4 The Municipality will:
- (a) within 60 days of receiving the reporting template from the Ministry, submit to the Ministry at the address referred to in section 12.1, a report using the template which will include an assessment of the eligible climate resilience improvements referred to in Schedule "C"; and
 - (b) ensure that the report is completed to the satisfaction of the Ministry.

7.0 CONFLICT OF INTEREST

- 7.1 The Municipality shall:
- (a) avoid any Conflict of Interest in the performance of this Agreement;
 - (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of this Agreement.

8.0 LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 The Ministry, its officers, employees and agents shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss or use or profit of the Municipality arising out of or in any way related to the Agreement.
- 8.2 The Municipality shall indemnify the Ministry, its officers, employees and agents from and against all costs incurred as a result of a claim or proceeding related to the Agreement.

9.0 INSURANCE

- 9.1 The Municipality represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent Municipality would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Ministry as an additional insured with respect to liability arising in the course of performance of the Municipality's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a 30 day written notice of cancellation, termination or material change.
- 9.2 The Municipality shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 9.1. Upon the request of the Ministry, the Municipality shall make available to the Ministry a copy of each insurance policy.

10.0 REPAYMENT

- 10.1 The Ministry may require the Municipality to repay to the Ministry any amount of grant received by the Municipality if used by the Municipality in contravention of the Agreement.
- 10.2 The Ministry may demand interest on any amount owing by the Municipality at the then current rate charged by the Province of Ontario on accounts receivable.
- 10.3 If the Municipality fails to pay any amount owing to the Ministry under the Agreement, the Municipality acknowledges and agrees that the Ministry or the Minister of Finance may deduct any unpaid amount from any money payable to the Municipality by the Province of Ontario, or may exercise any other remedies available to the Ministry or the Minister of Finance to collect the unpaid amounts.
- 10.4 The Municipality shall pay any amount owing to the Ministry under this Agreement by cheque payable to the "Minister of Finance" and mailed to the Ministry to the attention of the Ministry's Representative.

11.0 TERMINATION BY THE MINISTRY

- 11.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least seven (7) days notice to the Recipient.

12.0 NOTICES

Means for Notice

- 12.1 Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to the Ministry and the Municipality respectively as follows:

To the Ministry:

The Ministry of Municipal Affairs and Housing
Municipal Services Office- West
659 Exeter Road
London, ON
N6E 1L3

Attention: Local Government and Housing Manager, Saif Sumbal
Saifullah.sumbal@ontario.ca

and to the Municipality:

The Township of Pelee
1045 West Shore Road
Pelee Island, ON. N0R 1M0
Attention: Treasurer, Michelle Feltz
m.feltz@pelee.ca

- 12.2 Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of e-mail, personal delivery or facsimile, one (1) business day after such notice is received by the other party.

13.0 GOVERNING LAW

- 13.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

14.0 SCHEDULES

- 14.1 The following are the schedules attached to and forming part of this Agreement:

- (a) Schedule "A" (Eligible Capital Project Costs of the Municipality);
- (b) Schedule "B" (Eligible Extraordinary Operating Costs of the Municipality);

- (c) Schedule "C" (Eligible Climate Resilience Improvement Costs of the Municipality).

15.0 ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and Agreements.

15.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

16.0 MUNICIPALITY'S POWER TO ENTER INTO AGREEMENT

16.1 The Municipality represents and warrants that it has the full right and power to enter into the Agreement and that it is not party to any other agreement that would in any way interfere with the rights of the Ministry under the Agreement. The parties both represent that their respective representatives have the authority to legally bind them.

17.0 MUNICIPALITY NOT A PARTNER OR AGENT

17.1 Nothing in the Agreement shall have the effect of creating a partnership or agency relationship between the Ministry and the Municipality.

18.0 RESPONSIBILITY OF THE MUNICIPALITY

18.1 The Municipality agrees that it is liable for the acts and omissions of its officers, employees, agents, partners, affiliates, volunteers and subcontractors. The Municipality shall be liable for all damages, costs, expenses, losses, claims or actions of any kind arising from any breach of the Agreement resulting from the actions of the above mentioned individuals and entities.

19.0 AGREEMENT BINDING AND SURVIVAL

19.1 The Agreement shall operate to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

19.2 The provisions of Articles 4.0 (Recipient Warrants), 5.0 (Use of Grant Funding), 6.0 (Reporting Requirements for the Municipality and Document Retention), 8.0 (Limitation of Liability and Indemnity), 10.0 (Repayment), 13.0 (Governing Law), 18.0 (Responsibility of the Municipality) and 19.0 (Agreement Binding and Survival) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement.

20.0 CONDONATION NOT A WAIVER

20.1 Any failure by the Ministry to insist in one or more instances upon strict performance by the Municipality of any of the terms or conditions of the Agreement shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Municipality with respect to such performance shall continue in full force and effect.

21.0 SEVERABILITY

21.1 If any term or condition of the Agreement is to any extent invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

22.0 FORCE MAJEURE

22.1 Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed and affixed their seals to the Agreement.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and Housing

The Honourable Steve Clark

Date

THE CORPORATION OF THE TOWNSHIP OF PELEE

By: _____
Name: Raymond Durocher
Title: Mayor

Date

By: _____
Name: Michelle Feltz
Title: Treasurer

Date

SCHEDULE "A"
ELIGIBLE CAPITAL PROJECT COSTS OF THE MUNICIPALITY

Attached to and forming part of the Agreement between the Ministry and the Municipality.

A.1 ELIGIBLE CAPITAL PROJECT COSTS

A.1.1 Eligible Capital Project Costs are all costs that are directly, properly and reasonably incurred in relation to the following projects by the Municipality.

Eligible Capital Project Costs include the repair or restoration to the pre-disaster condition of the Municipality's uninsured infrastructure, including:

- (a) roads;
- (b) culverts;
- (c) pipes;
- (d) ditches; and
- (e) other municipal facilities or infrastructure not listed, with the written approval of the Ministry.

A.1.2 For greater certainty, Eligible Capital Project Costs include, but are not limited to:

- (a) construction costs to repair or restore damaged infrastructure to the pre-disaster condition; and
- (b) costs incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake
 - (i) surveying, design, engineering, or construction; and
 - (ii) technical and environmental studies and associated consultation and project management required to comply with the *Environmental Assessment Act*, *Environmental Protection Act* and the *Ontario Water Resources Act*.

A.2 INELIGIBLE COSTS

A.2.1. Despite Article A.1, the following are not Eligible Capital Project Costs:

- (a) any costs of the Municipality for an Eligible Capital Project for which the Municipality receives grant funding or reimbursement from the federal government, the provincial government outside of this agreement, or any other person;
- (b) the Municipality's regular salary and equipment costs;

- (c) any costs of the Municipality for an Eligible Capital Project that are eligible for rebate, including a tax rebate, from any person;
- (d) legal fees; and
- (e) costs incurred by the Municipality before April 13, 2019.

SCHEDULE "B"
ELIGIBLE EXTRAORDINARY OPERATING COSTS OF THE MUNICIPALITY

Attached to and forming part of the Agreement between the Ministry and the Municipality.

B.1 ELIGIBLE EXTRAORDINARY OPERATING COSTS

B.1.1 The following costs, that are directly, properly and reasonably incurred by the Municipality, may be submitted by the Municipality to the Minister as an Eligible Extraordinary Operating Cost for the Grant Financing:

- (a) the Municipality's extraordinary incremental salary, food, accommodation and equipment costs directly incurred in responding to the 2019 spring flood event;
- (b) costs of emergency response and cleanup directly incurred in responding to the 2019 spring flood event; and
- (c) such other costs approved by the Ministry.

B.2 INELIGIBLE COSTS

B.2.1 The following costs are not Eligible Extraordinary Operating Costs:

- (a) the Municipality's regular salary and equipment costs;
- (b) lost revenues of the Municipality;
- (c) borrowing costs of the Municipality; and
- (d) the Municipality's losses covered by insurance and insurance deductibles.

SCHEDULE "C"
ELIGIBLE CLIMATE RESILIENCE IMPROVEMENT COSTS OF THE MUNICIPALITY

Attached to and forming part of the Agreement between the Ministry and the Municipality.

C.1 ELIGIBLE CLIMATE RESILIENCE IMPROVEMENT COSTS OF THE MUNICIPALITY

C.1.1 The Eligible Climate Resilience Improvement Costs are all costs that are directly, properly and reasonably incurred by the Municipality to make eligible climate resilience improvements to one or more capital repair projects associated with the natural disaster.

C.1.2 Eligible climate resilience improvements may include:

- (a) Improvements undertaken within specific repair or reconstruction projects to reduce vulnerability to future natural disasters, e.g. increasing the size of a culvert, raising a road bed, or repairing damaged shoreline infrastructure with a more durable material; and
- (b) Assessments or studies to determine appropriate climate change resilience improvement for property or infrastructure that was damaged in the disaster.

C.2 INELIGIBLE COSTS

C.2.1 The climate change resilience grant funding may not be used by the Municipality for non-climate change resilience construction or repairs.

C.2.2 The following are not Eligible Climate Resilience Improvement Costs:

- (a) Improvements mainly designed to increase operational capacity (e.g. road widening to increase traffic volume);
- (b) Improvements solely to increase the life-cycle duration of infrastructure or property;
- (c) New construction or improvements to infrastructure or property not damaged in the disaster;
- (d) Non-structural disaster mitigation projects (e.g. flood plain mapping, pre-purchasing sand bags not affiliated with a disaster, public awareness initiatives); and
- (e) General climate change adaptation or mitigation studies not specific to the damaged property or infrastructure.

AGENDA

Report Date
8/06/2020 4:17 PM

Township of Pelee
List of Accounts for Approval
As of 8/06/2020
Batch: 2020-00086 to 2020-00090

DATE August 10, 2020 Page 1

Payment #	Date	Vendor Name	Reference	Payment Amount
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Bank Code: General - General Bank Account

NO. To a. i)

Computer Cheques:

4691	7/31/2020	ADB Safegate Canada Inc.	Safety equipment	442.79
4692	7/31/2020	Bondy Auto & Truck Centre	1990 Int Dump Truck Annual/Radiator	6,177.36
4693	7/31/2020	H.R. Desa Enterprises Ltd.	Bait	192.10
4694	7/31/2020	Minister of Finance	OPP LSR	3,051.00
4695	7/31/2020	Pollard Distribution Inc.	Dust Suppressant	6,252.13
4696	7/31/2020	R & R Electrical Services	test circuit/capacitors	56.50
4697	7/31/2020	Sun Life Financial	Monthly Ins Premium	877.70
4698	7/31/2020	Xerox Canada Ltd.	Copier 5945	29.91
4699	8/05/2020	Void during printing		0.00
4700	8/05/2020	Void during printing		0.00
4701	8/05/2020	Void during printing		0.00
4702	8/05/2020	Void during printing		0.00
4703	8/05/2020	Void during printing		0.00
4704	8/05/2020	Barrette Excavating Inc.	Hopper/Henderson/Irwin Parsons	196,110.37
4705	8/06/2020	Leamington Sanitation	Office Septic Pump	542.40
4706	8/06/2020	Ministry of Finance	EHT July 2020	847.90
4707	8/06/2020	Voided by the print process		0.00
4708	8/06/2020	Pelee Island Co-Op	Fuel/Supplies	3,657.04
4709	8/06/2020	Pelee Quarries	West Shoreline Project-Material	187,576.36
4710	8/06/2020	Sentry Fire Safety Services	SCBA Annual Maint.	367.25
4711	8/06/2020	Software N Systems Computing	reset password/forward emails	56.50
4712	8/06/2020	Southpoint Industrial Supply	north pump equip maint	1,117.96

Other:

2020275-Man	7/28/2020	Grand & Toy	washroom signs/safety	59.12
2020276-Man	7/28/2020	Grand & Toy	Safety equipment	122.02
2020277-Man	7/24/2020	Pelee Quarries	Gravel-Shoreline	1,096.65
2020278-Man	7/24/2020	Pelee Quarries	Gravel-Shoreline	462.90
2020279-Man	8/04/2020	Grand & Toy	office supplies/bathroom tissu	276.88
2020280-Man	8/05/2020	Bell Mobility	July Bell Mobility Bills	396.90
2020281-Man	7/31/2020	Municipal Property Assessment	Quarterly Billing	6,315.86
2020282-Man	8/06/2020	Hydro One Networks Inc.	CLINIC/EMS HYDRO	724.12
2020283-Man	8/06/2020	Hydro One Networks Inc.	Hydro Streetlights	231.69
2020284-Man	8/06/2020	Hydro One Networks Inc.	Hydro TS	45.48
2020285-Man	8/06/2020	Hydro One Networks Inc.	Hydro Municipal Office	419.75
2020286-Man	8/06/2020	Hydro One Networks Inc.	Hydro WSW	491.82
2020287-Man	8/06/2020	Hydro One Networks Inc.	Hydro Roads	87.05
2020288-Man	8/06/2020	Hydro One Networks Inc.	Hydro Airport	73.45
2020289-Man	8/06/2020	Hydro One Networks Inc.	Hydro Marina Dock	213.12
2020290-Man	8/06/2020	Hydro One Networks Inc.	Hydro Marina Office	309.75
2020291-Man	8/06/2020	Hydro One Networks Inc.	Hydro Bonnett Building	28.30
2020292-Man	8/06/2020	Hydro One Networks Inc.	Hydro Campground	322.31
2020293-Man	8/06/2020	Hydro One Networks Inc.	Hydro CM	220.55
2020294-Man	8/06/2020	Hydro One Networks Inc.	Hydro Farm	46.77
2020295-Man	8/06/2020	Hydro One Networks Inc.	west washroom hydro	52.19
2020296-Man	8/06/2020	Hydro One Networks Inc.	Hydro BM(N)	366.45

Report Date
8/06/2020 4:17 PM

Township of Pelee
List of Accounts for Approval
As of 8/06/2020
Batch: 2020-00086 to 2020-00090

Page 2

Payment #	Date	Vendor Name	Reference	Payment Amount
2020297-Man	8/06/2020	Hydro One Networks Inc.	Hydro ESW	134.03
2020298-Man	8/06/2020	Hydro One Networks Inc.	Hydro BM (W)	700.63
Total for General:				420,553.06

Certified Correct This August 6, 2020

Mayor, Raymond Durocher

Treasurer

The Corporation of the Township of Pelee
 Regular Meeting of Council
COUNCIL RESOLUTION

Date: August 10, 2020

Resolution 2020 -	
Moved by:	Seconded by:

“Be it Resolved that the Council of the Township of Pelee hereby consents to the following item:

- i. Disbursements as at August 6, 2020 in the amount of \$420,553.06.”

RESOLUTION RESULT	RECORDED VOTE		
CARRIED		YES	NO
DEFEATED			
DEFERRED			
REFERRED			
PECUNIARY INTEREST DECLARED			
RECORDED VOTE (SEE RIGHT)			
WITHDRAWN			
MAYOR-Raymond Durocher		CAO/Clerk-Janice Hensel	

The above is a certified to be true copy of resolution number 2020 –

Janice Hensel
 CAO/Clerk

Essex Region Conservation

the place for life

DATE

August 10, 2020

31 July, 2020

NO.

9. a.

Sent to all Clerks of Member Municipalities

kstammler@erca.org

519-980-3995

F. 519 776 8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6**Re: Essex Region Source Protection Committee – Municipal Representation**

As required by the Clean Water Act, 2006, the Essex Region Source Protection Authority (ERSPA) has an established Source Protection Committee (SPC), which follows the guidance of Ontario Regulation 288/07 (O.Reg 288/07). The SPC is composed of 15 members, including five (5) representatives from the municipal sector. The remaining two-thirds of the SPC are representatives of key industries (e.g. agriculture, greenhouse operations, and fuel suppliers) and members of the public at large.

In 2007, the ERSPA striking committee proposed the following composition of municipal representation on the SPC.

- City of Windsor – 2 members
- Union Water Supply System – 1 member
- Town of Lakeshore – 1 member
- Town of Amherstburg – 1 member

The striking committee felt that those municipalities responsible for the Water Treatment Plants that provide the largest water supplies should have the opportunity to have representation on the SPC. A letter was sent to all Clerks of Member Municipalities on July 30, 2007 to this effect, and this distribution of representation was subsequently endorsed by all municipalities in 2007. At this time, the term of appointment is expiring for one municipal member, one municipal member is retiring and one municipal member has taken a new position and can no longer sit on the SPC in this role.

As of November 1, 2020, the term of appointment for Mayor Nelson Santos, representing Union Water Supply System, is expiring. Mr. Santos has indicated his intention to remain on the SPC until the end of his term on the Union Water Supply System Board in November 2022. Mr. Santos has been on the SPC since 2015 and we are grateful for his contribution and continued commitment to the protection of our sources of drinking water.

Kevin Girard, who was representing the Municipality of Lakeshore, moved to a new position elsewhere. The Municipality of Lakeshore named Albert Dionne as his replacement. Mr. Dionne has 20 years of experience in water management, serving in various roles building, designing and maintaining water distribution systems. Mr. Dionne began working for the Town of Lakeshore in February 2019 and is now their Manager of Environmental Services.

Paul Drca, a member of the SPC representing the City of Windsor since 2015, announced his retirement from his position at the City, and therefore from the SPC. Mr. Drca was a valued member of the SPC and will be missed. Ian Wilson will be temporarily taking Mr. Drca's place on the SPC until such time as Mr. Drca's position at the City is filled. Mr. Wilson has been a member of the SPC since 2014 in the Economic/Industry sector representing consultants; however, he has just taken a new position as an Engineer at the City of Windsor. We are pleased that Mr. Wilson is able to continue on the SPC during this transition. His now vacant position in the Economic/Industry sector has been advertised.

Municipal Councils are asked to endorse all municipal candidates prior to their formal appointment by the Essex Region Source Protection Authority as a regular SPC member. In keeping with our previous practices, at this time we are asking that all member Municipalities endorse the following individuals' appointment to the Essex Region Source Protection Committee:

- **Albert Dionne, Town of Lakeshore**, appointment date: September 10, 2020; expiration of appointment September 10, 2025.
- **Ian Wilson, City of Windsor**, appointment date: September 10, 2020; expiration of appointment September 10, 2021.
- **Nelson Santos, Union Water Supply System**, appointment date: September 10, 2020; expiration of appointment November 30, 2022.

Responses in the form of Council Resolutions are kindly requested by **31 August, 2020**. The Essex Region Source Protection Authority is scheduled to address this matter at their meeting on September 10, 2020.

This letter is sent under separate cover to municipal staff who have been appointed by their municipality to assist with Source Water Protection. Please contact me if you require any further information.

Sincerely,



Katie Stammler, PhD
Water Quality Scientist and Source Water Project Manager
Essex Region Conservation Authority



July 24, 2020

Honourable Sylvia Jones, Solicitor General
George Drew Bldg 18th Flr
25 Grosvenor St
Toronto, ON M7A 1Y6

DATE August 10, 2020

Dear Honourable Sylvia Jones:

NO. 9. b.

On behalf of Council of the Town of Mono, I wish to add my support to the resolution passed by the Council of the Town of Orangeville on June 8, 2020 regarding the necessity to develop a comprehensive diversity training program for municipal police services, including the Ontario Provincial Police. It is important that we acknowledge the reality that individuals within communities, and communities within larger populations, differ in many ways. Police services must have a broad understanding of what constitutes these differences so they can recognize them and strive to ensure equitable treatment of people. This can include differences in gender, race, age, culture, disability, religion, sexual orientation, or any other characteristic that helps to shape a person's perspective.

The unique role of law enforcement officials in our community makes cross-cultural understanding imperative. In addition to the need to ensure officer-to-officer sensitivity, and to accurately represent our constituents, law enforcement officials need understanding, respect, and a willingness to communicate in a culturally sensitive manner with all segments of our society. We need to critically examine stereotypes and cultural assumptions that are often held by the community and by the law enforcement professionals who serve the community.

I encourage you to ensure that a comprehensive diversity training program is developed to ensure that our police services are in a position to recognize and respond appropriately to the lived experience of members of all communities within our society. The training program should examine how people perceive the police and how this impacts officer effectiveness and, ultimately, the safety of both officers and the members of all of our communities.

Regards,

TOWN OF MONO

Laura Ryan
Mayor

Enclosure: Town of Orangeville Resolution regarding Police Diversity Training

Copies:

Mayor Sandy Brown, Town of Orangeville
All Dufferin County Municipalities

P: 519.941.3599
F: 519.941.9490

E: info@townofmono.com
W: townofmono.com

347209 Mono Centre Road
Mono, ON L9W 6S3

Diversity Training Program

Town of Orangeville Resolution 2020-194, passed June 8, 2020

Moved by Mayor Brown, Seconded by Deputy Mayor Macintosh

WHEREAS The Town of Orangeville recognizes there have been questions in the public related to both diversity training and use of force training and protocols for Police Services, including in Ontario;

WHEREAS the Town recognizes that police officers join this profession out of a desire to do good, to serve and to protect the communities they serve;

AND WHEREAS an understanding of community diversity can foster authentic inclusion;

AND WHEREAS empathy training, and de-escalation training, can support understanding other people's perspectives;

AND WHEREAS the Town recognizes that policing can be a dangerous profession, and officer as well as community safety are critical considerations in law enforcement;

AND WHEREAS the Ontario Provincial Police have indicated they have a comprehensive diversity training program, however there may not be the same resources available across the entire province for smaller Police Services;

AND WHEREAS there is concern in the public about the boundaries of use of force, such as neck restraints, and oversight;

AND WHEREAS there isn't clarity on a common bar on diversity and empathy training or on use of force and oversight;

THEREFORE BE IT RESOLVED that the Mayor write to the Solicitor General to encourage common training requirements for all members of Police Services in Ontario as it relates to diversity, empathy and use of force;

AND THAT the Solicitor General provide clarity on police oversight going forward given the anticipated changes to legislation to ensure effective accountability continues;

AND THAT annual updates or refresher courses be mandatory to ensure our Police Services have the best and current information available to them;

AND THAT THE TOWN request that the use of force protocols be reviewed to ensure they are safe and would meet current standards, and then shared across the province;

AND THAT THE TOWN circulate this resolution to all Ontario municipalities seeking their support.

"Carried"

P: 519.941.3599

F: 519.941.9490

E: info@townofmono.com

W: townofmono.com

347209 Mono Centre Road

Mono, ON L9W 6S3

Municipal Office
15 Water Street
Telephone (705) 282-2420
Fax (705) 282-3076



Postal Box 590
Gore Bay, Ontario
P0P 1H0

AGENDA

DATE August 10, 2020

NO. 9. b.

Office of the
Clerk

July 21, 2020

Tracy Macdonald
Assistant Clerk
Town of Orangeville
87 Broadway
Orangeville, ON L9W 1K1

Dear Tracy;

Re: Support of OPP Diversity Training

Please be advised that at a recent Council meeting held on July 13, 2020 Council reviewed your correspondence regarding common training requirements for all members of Police Services in Ontario as it relates to diversity, empathy and use of force.

The Town of Gore Bay supports the town of Orangeville in their efforts to encourage common training requirements to all members of the Ontario Provincial Police Force. Please find attached a certified true copy of Resolution No. 14851 indicating the Town of Gore Bay's support.

Yours truly,

Stasia Carr
Clerk
Encl.
SC/cp

cc: The Honourable Sylvia Jones, *Solicitor General*
AMCTO

THE CORPORATION OF THE TOWN OF GORE BAY

RESOLUTION NUMBER 14851

14851

Moved by Paullie Nodecker

Seconded by Aaron Wright

WHEREAS the Town of Orangeville is requesting support of their motion regarding OPP Diversity Training;
AND WHEREAS they are concerned that although the OPP have indicated they have a comprehensive diversity training program, there may not be the same resources available throughout the province detachments;
AND WHEREAS there is public concern regarding the use of force, such as neck restraints, and oversight;
THEREFORE BE IT RESOLVED THAT Gore Bay Council supports the Town of Orangeville in their efforts to encourage common training requirements to all members of the Ontario Provincial Police Force and they be so advised;
FURTHER this motion be sent to the Solicitor General's Office and be circulated to all Ontario Municipalities.

Carried

THIS IS A CERTIFIED TRUE COPY
OF RESOLUTION NUMBER 14851
ADOPTED BY COUNCIL ON
July 13, 2020


.....
Stasia Carr
Clerk



DATE August 10, 2020

CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO. ~~229-2020~~ ⁹ ~~Ce~~

SECONDED BY Shyle Warden DATE July 20, 2020

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care homes in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes, and sound infection control measures are put in place at all Ontario long term care homes, and that this resolution be forwarded to Premier Ford, the Minister of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

CARRIED DEFEATED POSTPONED

Frank Prevost
Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—

The Corporation of the Township of Pelee
 Regular Meeting of Council
 COUNCIL RESOLUTION

DATE August 10, 2020

NO. 10. a.

Date: August 10, 2020

Resolution 2020 -	
Moved by:	Seconded by:

WHEREAS, As required by the Clean Water Act, 2006, the Essex Region Source Protection Authority (ERSPA) has an established Source Protection Committee (SPC), which follows the guidance of Ontario Regulation 288/07 (O.Reg 288/07).

AND WHEREAS Municipal Councils are asked to endorse all municipal candidates prior to their formal appointment by the Essex Region Source Protection Authority as a regular SPC member.

THEREFORE, Be it resolved that the Council of the Corporation of the Township of Pelee hereby endorses the following individuals' appointment to the Essex Region Source Protection Committee:

- Albert Dionne, Town of Lakeshore, appointment date: September 10, 2020; expiration of appointment September 10, 2025.
- Ian Wilson, City of Windsor, appointment date: September 10, 2020; expiration of appointment September 10, 2021.
- Nelson Santos, Union Water Supply System, appointment date: September 10, 2020; expiration of appointment November 30, 2022.

RESOLUTION RESULT	RECORDED VOTE	
	YES	NO
CARRIED		
DEFEATED		
DEFERRED		
REFERRED		
PECUNIARY INTEREST DECLARED		
RECORDED VOTE (SEE RIGHT)		
WITHDRAWN		

MAYOR-Raymond Durocher	CAO/Clerk-Janice Hensel

The above is a certified to be true copy of resolution number 2020 –

Janice Hensel
CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF PELEE
BY-LAW NUMBER: 2020 - 23

~~PELEE~~ August 10, 2020

"Transfer Payment Agreement – Municipal Disaster Recovery Assistance Program" NO. 14. a.

(August 10, 2020)

Being a By-law to enter into a Transfer Agreement with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Municipal Affairs and Housing.

WHEREAS pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c 25, a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Pelee deems it expedient to enter into a transfer payment agreement with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Municipal Affairs and Housing for grant funding of up to a maximum total amount of \$104,201.82 (One Hundred Four Thousand Two Hundred One Dollar and Eighty-Two Cents) for funding of eligible Operating and Capital costs related to the 2019 Spring Flood under the Municipal Disaster Recovery Assistance Program (MDRA);

THEREFORE the Council of the Corporation of the Township of Pelee enacts as follows:

1. That authority is hereby granted to the Mayor and Treasurer, Tax Collector and Deputy Clerk to enter into an agreement with HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as represented by the Minister of Municipal Affairs and Housing.
2. That the agreement attached as Schedule 'A' forms part of this by-law.
3. That any and all actions taken and required to be taken by the Mayor and Treasurer, Tax Collector and Deputy Clerk on behalf of the Corporation of the Township of Pelee to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized; confirmed and ratified.
4. That this by-law shall come into force and take effect immediately upon the approval of Township Council.

By-law enacted this 10th day of August, 2020.

Raymond Durocher
Mayor

Janice Hensel
Chief Administrative Officer &
Clerk

THE CORPORATION OF THE TOWNSHIP OF PELEE
BY-LAW NUMBER: 2020 – 24

August 10, 2020

“Term Loan Renewal Agreement – Libro Credit Union”
NO.

14. b.

(August 10, 2020)

Being a By-law to enter into a Term Loan Renewal Agreement with Libro Credit Union.

WHEREAS pursuant to Section 9 of the *Municipal Act, 2001*, S.O. 2001, c 25, a Council may enter into Agreements;

AND FURTHER that the Municipal Council for the Township of Pelee deems it expedient to enter into a Term Loan Renewal Agreement with Libro Credit Union.

THEREFORE the Council of the Corporation of the Township of Pelee enacts as follows:

1. That authority is hereby granted to the Mayor and Treasurer, Tax Collector and Deputy Clerk to enter into a Term Loan Renewal Agreement with Libro Credit Union.
2. That the agreement attached as Schedule ‘A’ forms part of this by-law.
3. That any and all actions taken and required to be taken by the Mayor and Treasurer, Tax Collector and Deputy Clerk on behalf of the Corporation of the Township of Pelee to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized; confirmed and ratified.
4. That this by-law shall come into force and take effect immediately upon the approval of Township Council.

By-law enacted this 10th day of August, 2020.

Raymond Durocher
Mayor

Janice Hensel
Chief Administrative Officer &
Clerk

DATE August 10, 2020

**THE CORPORATION OF THE TOWNSHIP OF
PELEE**

NO. 14. c.

BY-LAW: 2020 – 25

"CONFIRMATION OF PROCEEDINGS"

(August 10th, 2020)

A by-law to confirm the proceedings of Council

WHEREAS the *Municipal Act 2001*, as amended, states that the powers of a municipal corporation are to be exercised by by-law;

AND WHEREAS the Council of The Corporation of the Township of Pelee wishes to confirm the proceedings and business conducted by Council;

NOW THEREFORE the Council of The Corporation of the Township of Pelee does hereby enact as follows:

1. That the action of the Council at its Council meeting held on the 10th day of August, 2020 in respect to each motion, resolution and other action passed and taken by Council is hereby adopted, ratified and confirmed; save and except resolutions resulting from closed meetings.
2. That the Mayor and the proper Officers are hereby authorized and directed to execute all documents as may be necessary and the Clerk is authorized and directed to affix the Corporate Seal to all such documents.
3. That this by-law shall be cited as the "Confirmation of Proceedings By-law" (August 10th, 2020)
4. That this by-law shall come into force and take effect on the date of passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 10th day of August, 2020.

MAYOR, Raymond Durocher

CAO/Clerk, Janice Hensel