

TOWNSHIP OF PELEE
Regular Meeting of Council
Monday, September 14, 2020, 8:00 pm
Electronic Meeting

- 1. Call to Order**
- 2. Confirmation of Previous Meeting Minutes**
 - a. Regular Meeting of Council, August 24, 2020.
- 3. Disclosure of Pecuniary Interest**
- 4. Delegations**
- 5. Reports**
 - a. Councillor David DeLellis:
 - i) Report from the Tourism Committee (Verbal):
 - i) Requesting council proceed to call tenders for the provision of Firewood at the campground for the 2021 season;
 - ii) Report from the Drainage Committee (Verbal):
 - i) To give Notice of Motion – September 28, 2020 regular council meeting:
 - i. To establish a policy governing roadside ditch maintenance;
 - ii. To establish a policy governing drain maintenance;
 - iii. Recommendations regarding the Gardner & Huffman Drains.
 - b. Treasurer and Deputy Clerk – Michelle Feltz:
 - i) Report No. 2020 – 21 MF: Financial summary and 2020 Capital Projects Progress Update;
 - ii) To extend COVID-19 financial relief programs to October 31, 2020;
 - iii) To suspend the requirement of parking passes on municipal lots until April 30, 2021.
 - c. Chief Administrative Officer and Clerk – Janice Hensel:
 - i) Report No. 2020 – 22 JH: Main Street Revitalization Initiative Grant Program;
 - ii) Ministry of Transportation: Updates to Transport Canada Guidelines regarding mandatory Face Masks to be effective Monday, September 14, 2020 for service on Owen Sound Transportation Company and Pelee Island Transportation Service ferry vessels.
- 6. Consent Reports**
 - a. Treasurer – Michelle Feltz:
 - i) Disbursements Report as at September 9, 2020 in the amount of \$584,782.64;
- 7. Recognitions**

From Mayor Durocher:

- a. To recognize the many businesses, bed and breakfasts, and cottage rentals who operated during these unprecedented times to ensure Pelee was open and inviting to visitors this season.

8. Communications and Petitions

- a. **Corporation of the Township of Huron-Kinloss** – Advising of support for the City of Owen Sound’s resolution regarding Emancipation Day.
- b. **Corporation of the Village of Merrickville-Wolford** – Providing an update on recent resolution requesting the provincial government provide documentation to support the designation of provincially significant wetlands;
- c. **Corporation of the Township of Huron-Kinloss** – Expressing support for the City of Oshawa in their request that the Federal, Provincial, and Regional Government 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 cope with the effects of COVID-19.

9. Scheduled Motions

Action Motions

- a. To receive report from Councillor David DeLellis and authorize administration to proceed to call tenders for the provision of Firewood at the campground for the 2021 season;
- b. To receive report from Councillor David DeLellis from the Drainage Committee;
- c. To receive Report No. 2020 – 21 MF: Financial summary and 2020 Capital Projects Progress Update;
- d. To extend COVID-19 financial relief programs to October 31, 2020;
- e. To suspend the requirement of parking passes on municipal lots until April 30, 2021;
- f. To receive Report 2020 – 22 JH and
 - i) Reallocate funding received under the Main Street Revitalization Initiative grant program;
 - ii) Approve the quote for the provision of a pavilion building under the Main Street Revitalization Initiative Grant program.

Consent Motions

- a. Township of Pelee consents to pass the following:
 - i. Disbursements Report as at September 9, 2020 in the amount of \$584,782.64

10. Deferred Matters

11. Enquires

12. Emergent Matters

13. By-Laws

- a. **By-law 2020-27**; Being a By-law to enter into an Agreement with Korab Law to provide the services of Municipal Integrity Commissioner.
- b. **By-law 2020-28**; Being a By-law to enter into an Extension Agreement with the Ontario Clean Water Association.

c. **By-Law 2020-29; Being a By-Law to Confirm Proceedings.**

14. Adjournment



THE CORPORATION OF THE

Township Of Pelee DATE September 14, 2020

Regular Meeting of Council Minutes
Monday August 24th, 2020 8:00 pm
Electronic Meeting

NO. 2. a.

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

Staff: Janice Hensel, Chief Administrative Officer/Clerk
 Michelle Feltz, Treasurer/Deputy Clerk
 Kristine Horst, Administrative Assistant

Other: Jill Crosthwaite, Nature Conservancy of Canada
 Rick Masse, on behalf of the Pelee Island Co-operative
 Sam Arabo, Transport Canada
 Members of the Public

-
1. **Call to Order**
 Meeting called to order at 7:59 p.m.
 - a. Regular Meeting of Council Agenda, August 24th, 2020
 Moved By: Councillor Dayne Malloch
 Seconded By: Councillor Sherri Smith Ouellette
 2. **Confirmation of Previous Meeting Minutes**
 - a. Regular Meeting of Council, August 10th, 2020.
 Moved By: Councillor Dave DeLellis
 Seconded By: Councillor Dayne Malloch
 3. **Disclosure of Pecuniary Interest**
 None
 4. **Delegations**
 - a. **Jill Crosthwaite, Nature Conservancy of Canada** – Annual Update and to provide information on Wetland Project;
 - i) NCC will be working on their wetland project at the corner of Browns Road and Henderson Road starting this fall, restoring the 62 acres to its natural habitat, along with tourism potential.
 - b. **Rick Masse, on behalf of the Pelee Island Co-operative** – Requesting council support and partner on an application to the Green Municipal Fund – Federation of Canadian Municipalities for on-going remediation of its property located at Scudder Marina.
 - c. **Sam Arabo, Transport Canada** - Update on Divestiture of the Pelee Island

Scudder Wharf.

5. Reports

6. Action Reports

- a. Mayor Raymond DuRocher
 - i) Tourism Windsor Essex Pelee Island & Southwest Ontario Tourism Corporation– Requesting Council support for the creation of a multi-year tourism strategy for the Island to assist it in becoming a premier tourism destination in our region.
- b. Deputy Mayor David Dawson
 - i) Report on Luncheon with Doug Ford, Premier of Ontario;
 - 1. Pelee Council has long desired to bring examples of factors limiting growth and items that affect the Township’s sustainability to the Premier of Ontario.
 - a. Five main issues were discussed and are as follows:
 - i. Critical need for shoreline protection to safeguard municipal infrastructure;
 - ii. A dedicated investment in broadband infrastructure, which is critical to the economic and social prosperity of Pelee Island;
 - iii. Engineered Flood Plain Management Plan;
 - iv. Transportation;
 - v. Funding programs – including Ontario Municipal Partnership Fund, and the Conservation Land Tax Incentive Program.
 - ii) Transportation Update
 - 1. Ferry Service will operate out of Kingsville effective Tuesday, September 8th, 2020 and the fall schedule has been posted.
 - 2. Ferry Service will remain in Kingsville for the harvest season, but will change back to Leamington before the end of the sailing season and in bad weather.
- c. Councillor David DeLellis
 - i) Requesting support of a resolution to erect a 140' tower at the East Side Water System within the municipal campground, and a 160' tower at 182 West Shore Road to support the broadband initiative for the Island.
- d. Drainage Superintendent – Eric Chamberlain
 - i) Report No. 2020 – 20 – EC: Update on the West Branch Drain No. 1 and Drain No. 2 of the Big Marsh project.

7. Consent Reports

- a. Treasurer – Michelle Feltz
 - i) Disbursements Report as at August 19, 2020 in the amount of \$77,034.76;
 - ii) To Authorize Municipal Property Tax Write-offs for the 2020 Taxation Year;

8. Recognitions

- a. Mayor Ray Durocher recognized the community contribution and efforts of the members of the Canada Day Committee.

9. Communications and Petitions

- a. **Corporation of the Town of Amherstburg and the Corporation of the City of Elliot Lake** - Advising of support for the City of Owen Sound's resolution regarding Emancipation Day.
 - i) Communication received by the Council of the Corporation of the Township of Pelee from the Corporation of the Town of Amherstburg and the Corporation of the City of Elliot Lake.
- b. **Pelee Island Winery** – Expressing Support for the creation of a tourism based strategic plan in co-operation with Tourism Windsor Essex Pelee Island (TWEPI) and the Southwest Ontario Tourism Corporation.
 - i) Communication received by the Council of the Corporation of the Township of Pelee from the Pelee Island Winery.
- c. **Cathy and Kevin Miller, The Wandering Dog Inn** - Expressing Support for the creation of a tourism based strategic plan in co-operation with Tourism Windsor Essex Pelee Island (TWEPI) and the Southwest Ontario Tourism Corporation.
 - i) Communication received by the Council of the Corporation of the Township of Pelee from Cathy and Kevin Miller of The Wandering Dog Inn.

10. Scheduled Motions

Action Motions

- a. Resolution 2020 – 103 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Dave DeLellis

“Be it resolved that the Council of the Corporation of the Township of Pelee agrees to proceed, in partnership with Windsor Essex Pelee Island (TWEPI) and the Southwest Ontario Tourism Association (SWOTA) in the creation of a multi-year tourism strategy for the Island to assist it in becoming a premier tourism destination in our region.

Total Municipal Contribution to not exceed \$2,500.00”.

- b. Resolution 2020 – 104 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Sherri Smith Ouellette

“BE IT RESOLVED that the Council of the Corporation of the Township of Pelee hereby receive report from Deputy Mayor Dawson regarding Luncheon with Premier Doug Ford.”

- c. Resolution 2020 – 105 was CARRIED

Moved By: Councillor Dayne Malloch
Seconded By: Deputy Mayor Dave Dawson

“BE IT RESOLVED that the Council of the Corporation of the Township of Pelee hereby receive report from Councillor David DeLellis and support the erection of a 140' tower at the East Side Water System within the municipal campground, and a 160' tower at 182 West Shore Road to support the broadband initiative for the Island.”

- d. Resolution 2020 – 106 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Sherri Smith Ouellette

“BE IT RESOLVED that the Council of the Corporation of the Township of Pelee hereby receive report to receive Report No. 2020 – 20 – EC providing an update on the West Branch Drain No. 1 and Drain No. 2 of the Big Marsh project.”

- e. Resolution 2020 – 107 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby supports the application of the Pelee Island Co-operative to the Green Municipal Fund – under the Federation of Canadian Municipalities to undertake on-going remediation work and will provide in-kind contributions, as required.

It is understood that the municipality is not accepting any responsibility for the existing environmental issues or the remediation of same.”

Consent Motions

- a. Resolution 2020 – 108 was CARRIED
Moved By: Councillor Dave DeLellis
Seconded By: Councillor Sherri Smith Ouellette

“Be it resolved that the Council of the Corporation of the Township of Pelee hereby resolves to approve the following write-offs for the 2020 taxation year:

ROLL NUMBER	ADDRESS	REASON	TOTAL TAXES(\$)
3701 020 000 00100 9801	370 North Shore Road	Pumping Station	\$751.83
3701 050 000 01100 0000	Centre Dyke Road	Township Owned	\$2,747.62
3701 050 000 01600 9801	611 West Shore Road	Pumping Station	\$120.29
3701 060 000 00200 9801	172 South Shore Road	Pumping Station	\$2,586.30

Total Amount

\$6,206.04

- b. Resolution 2020 – 109 was CARRIED
Moved By: Councillor Dayne Malloch
Seconded By: Councillor Sherri Smith Ouellette

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

- i. Disbursements as at August 19, 2020 in the amount of \$77,034.76.”

11. Deferred Matters

None

12. Enquires

None

13. Emergent Matters

- a. Councillor DeLellis – PITSAC Meeting

- i) DeLellis stated he does not believe the PITSAC meeting should be pushed back to late fall. He indicated that although the original reason for requesting an immediate meeting of PITSAC has been addressed, there are still several other outstanding issues that the Ministry of Transportation need to address as soon as possible.

14. By-Laws

- a. Resolution 2020 – 110 was CARRIED
Moved By: Councillor Sherri Smith Ouellette
Seconded By: Councillor Dave DeLellis

“Be it Resolved that the Council of the Corporation of the Township of Pelee hereby adopts By-Law 2020 – 26; Being a By-Law to Confirm Proceedings.”

15. Adjournment

Regular Meeting of Council adjourned at 9:15 p.m.

**Raymond Durocher,
Mayor**

**Janice Hensel,
CAO/Clerk**

Report to Council

DATE September 14, 2020

Report No: 2020 – 21 MF

Date: September 14, 20230

Subject: Financial Summary and 2020 Capital Projects Progress Update

NO. 5. b. i)

Attachments: None

Purpose (Information/Action): Information

Purpose:

To provide Council with a financial summary and 2020 Capital Projects Progress Update:

Bank Balance and Interest

	as at August 31, 2019	as at August 31, 2020
General bank account balance	\$515,162.92	\$520,855.27
Operating loan	\$0.00	\$0.00
Interest revenue	\$1,276.70	\$1,469.09
Temporary borrowing costs	\$0.00	\$0.00

Current Loan Balances

Loan	Interest Rate	Monthly Payments	Balance at August 31, 2020	Maturity Date
Commercial Term Loan - Grader and Capital Projects	3.25%	\$2,143.10	\$206,709.55	December, 2024
Commercial Term Loan - Marina Docks	2.84%	\$1,945.63	\$201,644.43	July, 2025
Commercial Term Loan - Water Treatment Plant Upgrade	3.00%	\$1,381.16	\$147,130.46	December, 2020
Total Loans at August 31, 2020			\$555,484.44	

2020 Capital Projects Progress Update

	2020 Budget	Actual at September 9, 2020	Variance	Comments
West Shoreline Mitigation-Immediate need.	\$ 605,000	\$ 571,144	\$ 33,856	Project completed except for seeding of roadside and final engineering invoice.
Emergency Shoreline Repairs	\$ 150,000	\$ 7,366	\$ 142,634	Emergency winter/spring repairs.
Emergency Road Repairs	\$ 250,000	\$ 27,323	\$ 222,677	West Shore Road emergency bank repair funded through cost savings on culvert repairs as below.
Main Street-Pavillon	\$ 30,468	\$ -	\$ 30,468	Building and ERCA applications submitted. Completion by October 31, 2020.
Computer/Server Upgrades	\$ 45,000	\$ 16,125	\$ 28,875	Contractor scheduled to install new server on September 17th.
Trail Maintenance	\$ 10,000	\$ -	\$ 10,000	Planning stages.
Culvert Replacement: Lester Cousins Drain at East West Road	\$ 25,000	\$ 1,115	\$ 23,885	Cost savings from this project provided funds for emergency bank repair on West Shore Road as above.
Culvert Replacement: Mahlon Hooper & Lester Cousins Drain at Centre Dyke	\$ 25,000	\$ 1,115	\$ 23,885	Cost savings from this project provided funds for emergency bank repair on West Shore Road as above.
Drain #4 of Big Marsh -Maintenance Schedule	\$ 7,500	\$ -	\$ 7,500	Onsite meeting to be scheduled.
Stoltz Drain-Request from Landowner (Engineering)	\$ 25,000		\$ 25,000	Project cancelled.
Hamel Drain Extension -Engineering	\$ 20,000		\$ 20,000	Onsite meeting to be scheduled.
Hooper Drain-Tendered	\$ 79,375	\$ 66,700	\$ 12,675	On schedule. Restoration to be completed fall 2020.
Henderson Drain-Tendered	\$ 25,444	\$ 24,297	\$ 1,147	On schedule. Restoration to be completed fall 2020.
Irwin Parsons Drain-Tendered	\$ 97,732	\$ 86,207	\$ 11,525	On schedule. Restoration to be completed fall 2020.
SCF 299 Big Marsh-Remainder	\$ 300,594	\$ 636	\$ 299,958	Will be completed fall 2020 with final restoration in 2021.
Pump Houses: Canal Level Sensors, Heaters, Deicing Turbines	\$ 19,050	\$ -	\$ 19,050	To be completed fall 2020.
Gardner Drain	\$ 40,675	\$ -	\$ 40,675	Onsite meeting to be scheduled.
Huffman Drain	\$ 46,800	\$ -	\$ 46,800	Onsite meeting to be scheduled.
Patsy Carter Drain	\$ 10,000	\$ -	\$ 10,000	Awaiting on engineering schedule for Big Marsh Drain #4.
Transport Canada Wharf Divestiture	No capital \$ 2020			Negotiations ongoing.
Broadband	No capital \$ 2020			Improving Connectivity for Ontario grant application submitted.
	\$ 1,812,638	\$ 802,028	\$ 1,010,610	

Recommendations:

1. Accept the report as information.

Respectfully submitted by,

Michelle Feltz
Treasurer/Deputy Clerk

REPORT TO COUNCIL NO: 2020 – 22 JH

DATE September 14, 2020

SUBJECT: UPDATE ON ALLOCATION OF FUNDING UNDER THE MAIN STREET REVITALIZATION INITIATIVE GRANT PROGRAM

NO. 5. C. i)

Recommendation

1. That Report 2020 – 22 JH providing an update on the re-allocation of funding under the Main Street Revitalization initiative Grant Program be received.
2. That council approve the quote of Teichroeb’s Roofing in the amount of \$ 33,446.55 for the construction of a 24’ X 40’ pavilion on township lands located at 1073 West Shore Road as per the attached site plan and attached drawings.

Executive Summary

In 2019 the Ontario government invested \$26 million to support and grow small business through the Main Street Revitalization Initiative. The fund is designed to support small businesses within main street areas by providing funds to municipalities to implement local Community Improvement Plans and/or encourage strategic public investments in municipal and other public infrastructure within main street areas. Municipalities are able to use this funding for public infrastructure that will improve the success of small business, including local tourism.

The Township of Pelee received \$ 37,853.41 through this program.

In April 2020, the Township applied for and received an extension to October 31, 2020 for the project completion date.

Background and Discussion

After careful consideration, on September 23, 2019, Council passed Resolution Number 2019-188 which allocated the funding as follows:

Bench Beautification	\$	3,000.00
Gardening Group	\$	4,400.20
Building Demolition and Site Preparation for new Structure	\$	9,000.00
Streetlights	\$	7,500.00
Pavilion Structure	\$	13,950.00

Quotes received for the provision of a pavilion structure were above the budgeted amount.

Teichroeb’s Roofing	\$ 33,446.55
Countryside Gazebos	\$ 49,000.00
Fifth Room – Home Garden & Leisure	\$ 52,076.00

It is recommended Council amend resolution 2019-188 and reallocate funding under the Main Street Revitalization Initiative grant program as follows:

Gardening Group	\$	4,400.20
Building Demolition and Site Preparation for new Structure	\$	2,911.21
Pavilion Structure	\$	30,538.79*

* Reflects cost of pavilion net of HST rebate

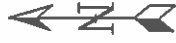
Streetlight upgrades to be paid from the Municipal Modernization Fund which is to be used to reduce operating costs in the long term; \$ 7500.00

Bench Beautification funding to be withdrawn due to lack of action. It is understood this initiative may be reconsidered in a future budget cycle; \$3,000.00

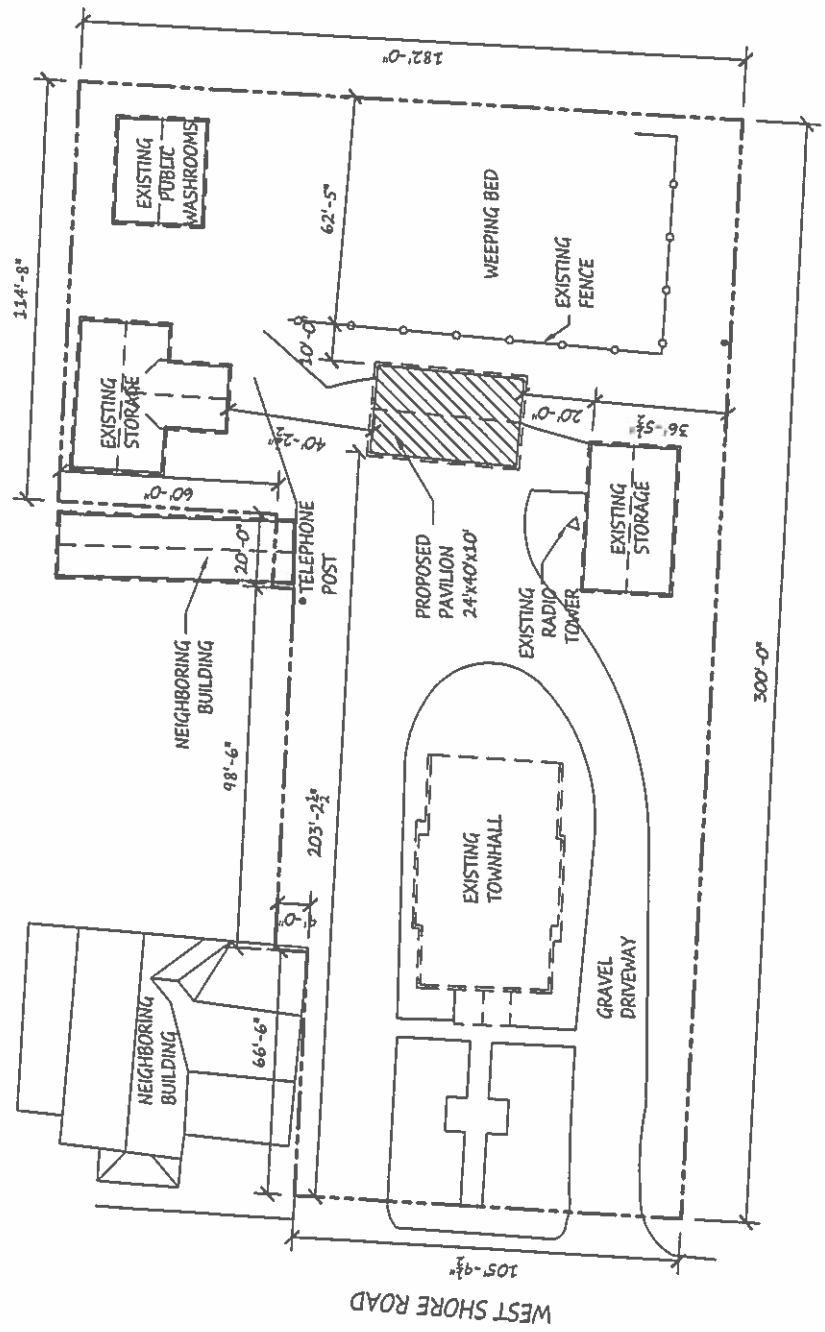
Site preparation for new Structure to be reallocated to the Cost of Pavilion; \$ 6,088.79.

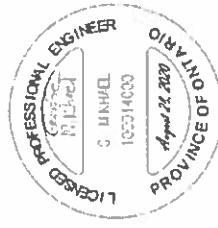
Respectfully Submitted,

Janice Hensel
CAO/Clerk



DATE: AUGUST 27, 2020
SHEET TITLE: SITE PLAN
PROJECT TITLE: PROPOSED BUILDING 1073 WEST SHORE RD
SCALE: 1" = 40'-0" ON LEGAL
A-1

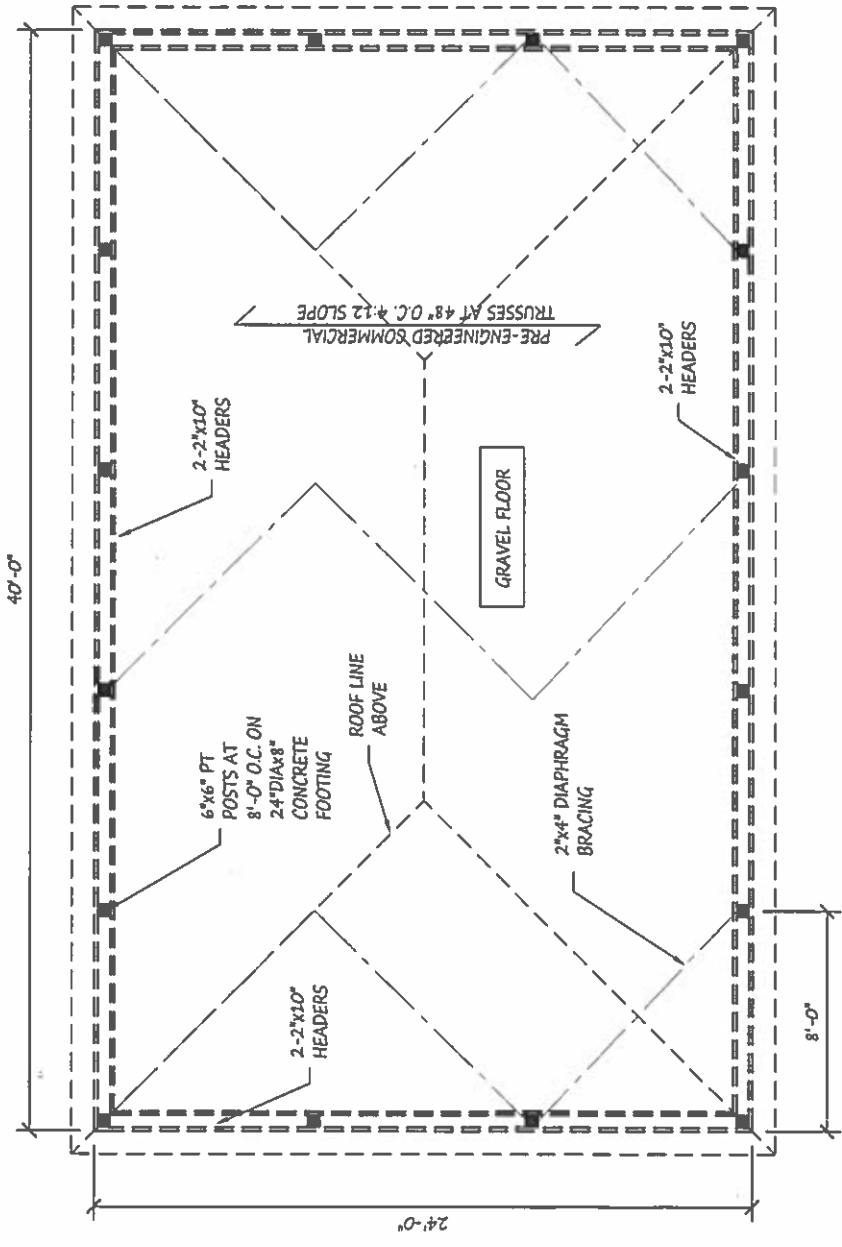


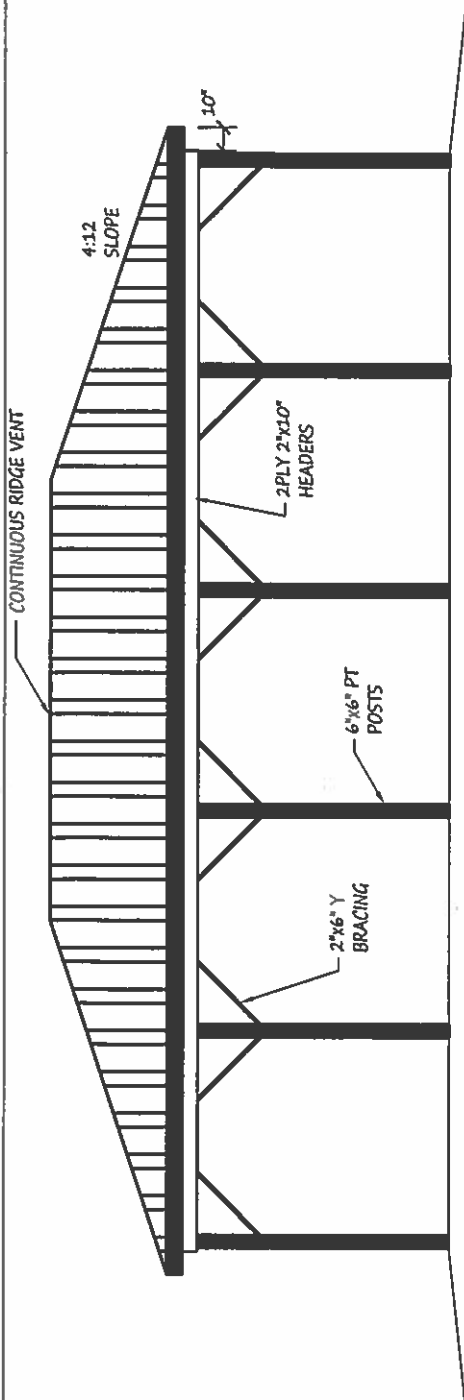


DATE: AUGUST 27, 2020
 SCALE: 3/16" = 1'-0" ON
 LEGAL
 PROJECT TITLE:
 PROPOSED BUILDING
 1073 WEST SHORE RD

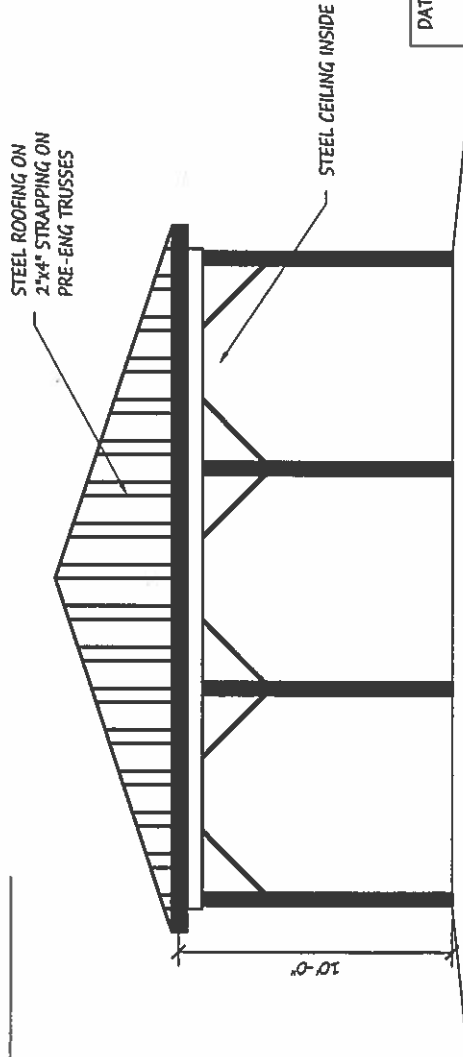
SHEET TITLE:
FLOOR PLAN

A-2





EAST/WEST ELEVATION



NORTH/SOUTH ELEVATION



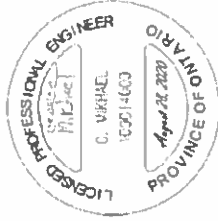
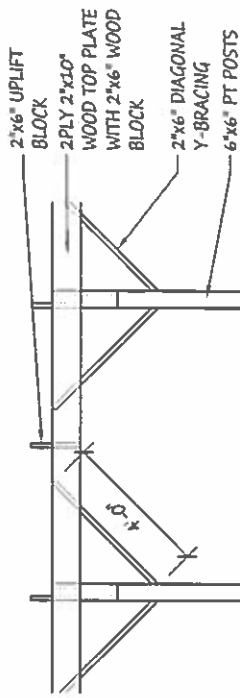
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PROPOSED BUILDING
1073 WEST SHORE RD

SCALE: 3/16" = 1'-0" ON
LEGAL

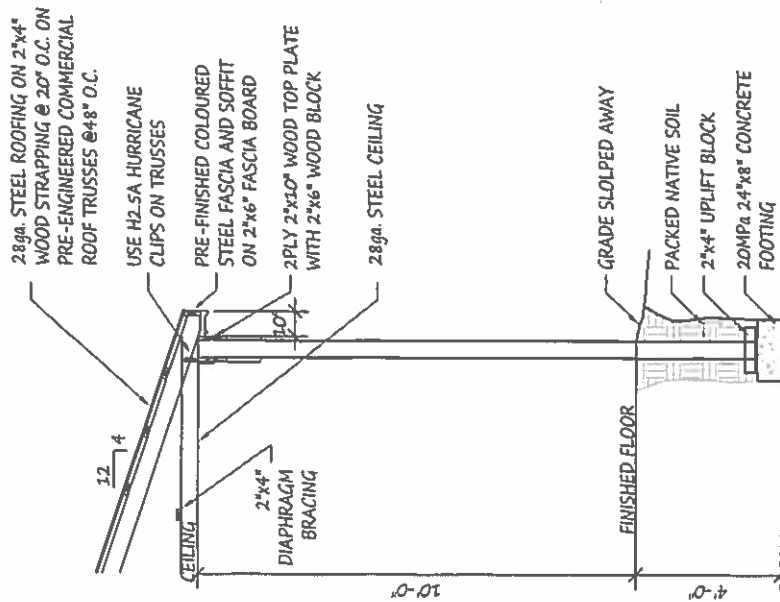
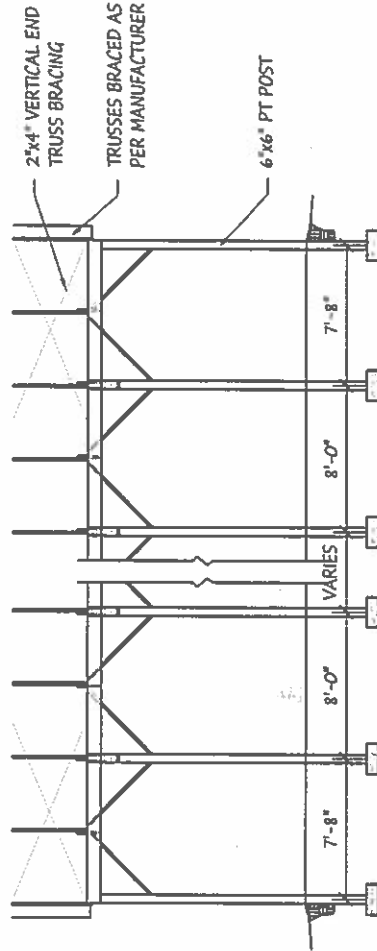
DATE: AUGUST 27, 2020

SHEET TITLE:
ELEVATIONS

A-3



PROJECT TITLE: PROPOSED BUILDING 1073 WEST SHORE ROAD
SHEET TITLE: SECTION/DETAILS
DATE: AUGUST, 2020
SCALE: N.T.S ON LEGAL
A-4





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QUOTE

Quote No.: 1003

Date: 08/25/2020

Page: 1

Ship Date:

Sold To:

Peele Island

Ship To:

Town of Peele Island

HST#: 871663951RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
pb1	1	Each	Pole Barn structure pavilion 24' X 40' X 10' high			
pb2	1	Each	Footing 21" X 8" X 48" below finished grade.			
pb3	1	Each	6" X 6" treated post			
pb4	1	Each	Double 2" X 10" top plate 1 on inside & 1 on outside along length of pavilion			
pb5	1	Each	2" X 4" stapping on roof @ 24" centres,			
pb6	1	Each	Engineered roof Truss 24" on centre,			
pb7	1	Each	8 1/2" overhang on eaves & gable ends.			
pb8	1	Each	All Y & knee bracing with 2" X 6" as required.			
pb9	1	Each	Insatll 29g metal roof, soffit, facia,& finish sealing with 29g steel panel			
1	1	Each	Engineering & Permit included	H	29,598.72	29,598.72
			Concrete floor not included			
			Payment Terms: 40% deposit 60% on completion of work			
			Subtotal:			29,598.72
			H - HST 13% GST			3,847.83

PROMISSORY NOTE

I promise to pay the sum of: _____

Deposit: _____

Balance: _____

Date: _____

Salesman: _____

WORK AUTHORIZATION

I authorize the above work to be done.

Print Name: _____

Signature: _____

Total Amount	33,446.55
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SUBJECT: Updates to Transport Canada Guidelines regarding mandatory Face Masks to be effective Monday, September 14, 2020 for service on Owen Sound Transportation Company and Pelee Island Transportation Service ferry vessels.

DATE September 14, 2020
NO. 5. c. ii)

A Public Notice will be issued regarding amendments to the mandatory face mask requirements for service on Owen Sound Transportation Company and Pelee Island Transportation Service ferries.

Owen Sound Transportation Company implemented a mandatory face mask policy for all passengers on the Pelee Island Ferry Service on April 22, and the Manitoulin Island ferry service on June 1, 2020. The policy requires all passengers to wear face masks at all times on board the ferries operated by the company, while inside ferry terminal buildings, and outdoors on ferry terminal property where physical distancing is not possible. Persons who refuse to wear a mask will be denied ferry service.

Passengers were able to declare their individual mask exempt status without being required to produce proof, and the company provided accommodation to the extent that was reasonable and physically possible without compromising the safety of other passengers and crew.

Mandatory Face Mask Policy Amendments Effective Monday, September 14, 2020:

Amendment 1: passengers who claim a mask exemption from the mandatory face mask policy must produce a note from a medical professional. (See Annex A below for format and required content of note).

Exceptions to the mandatory mask wearing policy and requirement for proof of exemption are limited as follows:

No proof of exemption required:

- * Children under the age of two.
- * Individuals who are unable to put on or remove a mask without assistance and are traveling without a support worker or companion who can provide that assistance.

Proof of exemption required:

* Individuals with a medical condition that makes it difficult to wear a mask. This can include but is not limited to:

* Medical condition, mental health condition, cognitive condition or disability that prevents wearing a mask or face covering.

* Medical condition that makes it difficult to breathe or someone who is unconscious or incapacitated.

* People who are hearing impaired or are communicating with a person who is hearing impaired, and where the ability to see the mouth is essential for communication.

* People who require accommodation in accordance with the Ontario Human Rights Code.

Amendment 2: If a passenger without a mask exemption refuses to wear a face mask once on board the ferry or in any other designated ferry property space where face masks are mandatory, the passenger will be banned from service for the duration of the ferry operating season.

Annex A

Proof of exemption must be in the form of a medical professional's note. The note may only be issued and signed by a Healthcare Provider who is a physician, nurse practitioner or a physician's assistant, must be legible, and must contain the following information:

1. Exemption note must make the following statement:

"The holder of this medical certificate is unable to wear a non-medical mask or face covering due to a medical or physical condition".

2. Exemption note must provide Certificate Holder information:

Surname, given names and date of birth

3. Exemption note must provide Healthcare provider information:

Healthcare Provider full name

Healthcare Provider License number

Healthcare Provider Contact phone number.

4. The exemption note must be signed and dated by the Healthcare Provider.

Incomplete forms will not be accepted - all the above detailed information is required.

Report Date
9/10/2020 10:54 AM

Township of Pelee
List of Accounts for Approval
As of 9/09/2020

Batch: 2020-00096 to 2020-00102

DATE September 14, 2020 Page 1

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

NO. (0 - a - i)

Computer Cheques:

4732	8/20/2020	D & T Auto Parts	part/supplies	338.86
4733	8/20/2020	Pelee Quarries	West Shoreline Project-Material	224,930.02
4734	8/20/2020	Total Source Contracting	West Shoreline Project-Contractor	202,031.58
4735	8/27/2020	Voided by the print process		0.00
4736	8/27/2020	Caduceon Enterprises Inc.,	TC/EC MOE reporting/testing	834.40
4737	8/27/2020	H.R. Desa Enterprises Ltd.	Bait	192.10
4738	8/27/2020	JBj Trucking	Water Sample Delivery	22.60
4739	8/27/2020	Martin LaCroix	Weed Removal	457.65
4740	8/27/2020	Owen Sound Transportation	Freight/Travel	2,282.55
4741	8/27/2020	Pelee Island Services	service call - ceiling leak	149.16
4742	8/27/2020	Employee Reimbursement	Safety Boot Allowance	250.00
4743	8/27/2020	Receiver General	Source Deductions - July	11,913.34
4744	8/27/2020	Reliance Home Comfort	Water Heater Rental 05-08	116.08
4745	8/27/2020	Software N Systems Computing	pelee.org maintenance	56.50
4746	8/27/2020	VON Pelee Island Clinic	Clinic Flooring-reissue cheque -Vendor	1,500.00
4747	8/27/2020	WFS Ltd.	supplies	265.52
4748	8/31/2020	Bell Canada Public Access	Payphone-Airport	56.50
4749	8/31/2020	Delage Landen Financial Serv.	Copier Lease	963.13
4750	8/31/2020	JBj Trucking	Water Sample Deliveries	50.85
4751	8/31/2020	Minister of Finance	OPP LSR	3,051.00
4752	8/31/2020	Ministry of Finance	EHT August 2020	1,281.70
4753	8/31/2020	Owen Sound Transportation	Travel-building	57.00
4754	8/31/2020	Pelee Island Co-Op	gas and supplies	3,455.33
4755	8/31/2020	Town of Amherstburg	Drain. Super. Services	8,271.60
4756	8/31/2020	Xerox Canada Ltd.	Copier 5945	26.28
4757	9/09/2020	Bondy Auto & Truck Centre	water truck repair/inspection	1,409.83
4758	9/09/2020	Caduceon Enterprises Inc.,	WSW Microcystin	155.94
4759	9/09/2020	D & T Auto Parts	w. wash supplies/rds vehicle	323.20
4760	9/09/2020	Essex, County of	CERB 911 Services	17,066.84
4761	9/09/2020	Leamington Sanitation	Septic Cleaning	1,073.50
4762	9/09/2020	McAsphalt Industries Limited	RS-1 Asphalt	1,332.26
4763	9/09/2020	Public Safety Services	Radio Airtime	457.34
4764	9/09/2020	Software N Systems Computing	50% deposit - new server/software	16,125.00
4765	9/09/2020	Southwestern Sales Corporation	HL3 3/8 Chips	920.67
4766	9/09/2020	Teichroeb's Roofing	40% deposit - pavilion	13,378.62
4767	9/09/2020	Total Source Contracting	repair canal bank/culvert installation	32,035.50
4768	9/09/2020	Truax Lumber and Building	Marina maintenance	93.34
4769	9/09/2020	WFS Ltd.	paper towels	133.70

Other:

2020318-Man	8/19/2020	OMERS	Premiums	20,000.00
2020319-Man	8/26/2020	Grand & Toy	sprayer set	2.26
2020319-Man	8/19/2020	OMERS	Premiums	570.48
2020320-Man	8/27/2020	Bell Mobility	WSW Internet	69.29
2020321-Man	8/27/2020	Bell Mobility	ESW Internet	33.13
2020322-Man	8/27/2020	Green Shield Canada	Benefits	6,688.62

Report Date
9/10/2020 10:54 AM

Township of Pelee
List of Accounts for Approval
As of 9/09/2020
Batch: 2020-00096 to 2020-00102

Page 2

Payment #	Date	Vendor Name	Reference	Payment Amount
2020323-Man	8/31/2020	Pelee Quarries	fill sand	661.91
2020324-Man	8/31/2020	Grand & Toy	Paper products	132.23
2020325-Man	9/01/2020	Collabria VISA	Culverts/member/permit	4,035.59
2020326-Man	9/03/2020	Grand & Toy	supplies	330.58
2020327-Man	9/08/2020	GFL Environmental Inc.	Bin Rentals/Removals	4,796.16
2020328-Man	9/08/2020	Bell Mobility	August Bell Mobility Bills	402.90
Total for General:				584,782.64

Certified Correct This September 9, 2020

Mayor, Raymond Durocher

Treasurer

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

Date: September 14, 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 September 9, 2020 in the amount of \$584,782.64.”

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



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

Municipality of Chatham-Kent
Judy Smith, Director of Municipal Governance
Clerk, Freedom of Information Coordinator
315 King Street West, P.O. Box 640
Chatham ON
N7M 5K8

August 28, 2020

AGENDA

DATE September 14, 2020

Dear Ms. Smith;

Re: Copy of Resolution #511

NO. 80 a

Motion No. 511

Moved by: Jeff Elliott Seconded by: Lillian Abbott

That the Township of Huron-Kinloss Council is in support of designating August 1 of every year as Emancipation Day in Canada and FURTHER direct staff to forward a copy of the resolution to Chatham-Kent and all Ontario municipalities.

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c Mr. Justin Trudeau, The Right Honourable Prime Minister of Canada, Mr. Douglas Ford, The Honourable Premier of Canada and all Ontario Municipalities.

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



Telephone (613) 269-4791
Facsimile (613) 269-3095

AGENDA

VILLAGE OF MERRICKVILLE-WOLFORD

DATE September 14, 2020

September 4, 2020

NO. 8. b.

To the Mayor/Reeve and Councillors

Re: Provincially Significant Wetlands Designations

On January 27, 2020, the Council of the Corporation of the Village of Merrickville-Wolford passed Resolution No. R-029-20, being a resolution to request that the Ministry of Natural Resources and Forestry provide municipalities with supporting documentation with respect to Provincially Significant Wetland Designations. The resolution was subsequently forwarded to all municipalities in Ontario and your municipality was one of the 28 municipalities that supported our initiative. As such, I felt it fitting that I provide an update to you on our progress with the Ministry.

As you will see in the attached correspondence to the Honourable John Yakabuski, Minister of Natural Resources and Forestry, I was able to secure a delegation with the Minister at the most recent AMO conference. Minister Yakabuski understood our concerns and request for evidence-based wetlands designations, as well as the Village's commitment to protecting our wetlands and environment.

Further attached to this correspondence you will find a letter from the Ministry of Natural Resources and Forestry overturning their decision to expand the most recent wetlands designations that were revealed in our Official Plan revision process. It is very encouraging that we were able to assist in rectifying a wrongful designation for our residents and to have been able to start a discussion with respect to the policies and procedures surrounding Provincially Significant Wetlands Designations in Ontario.

I would like to take this opportunity on behalf of myself and the Council of the Village of Merrickville-Wolford to thank you all for your consideration and support of our resolution. I continue to believe that through co-operation and mutual support between municipalities, we can achieve results that address our residents' concerns and build strong, resilient, and welcoming communities.

Sincerely,

Doug Struthers

Mayor, Village of Merrickville-Wolford

Established 1793
Incorporated
Wolford 1850
Merrickville 1860
Amalgamated 1998



Telephone (613) 269-4791
Facsimile (613) 269-3095

September 4, 2020

VILLAGE OF MERRICKVILLE-WOLFORD

The Honourable John Yakabuski
Minister of Natural Resources and Forestry

Dear Mr. Yakabuski:

I wanted to thank you for the Delegation with you at the recent AMO Conference. Your interest and appreciation in Provincially Significant Wetlands is valued. Moreover, your interest in ensuring OWES (Ontario Wetland Evaluation System) procedures are followed is important.

As you know, the circumstance in Merrickville-Wolford, specifically the "Wolford Bog PSW complex" was of great concern. The result of the recent review "determined that the wetland update in 2010 was not documented as required on the provincial wetland record. As a result, MNRF is amending the wetland boundary to exclude any additional wetland area added as a result of the 2010 file update". (letter from Randy McLaren, Pembroke/Kemptville District Manager, MNRF, August 6, 2020).

Land Use Planning is a partnership with the Province and Municipalities. And we appreciate the significance and value of PSWs. However, in this specific case no notification of changes were revealed until we undertook our OP review and amendment. The response from the MNRF places the onus on the Municipality and/or property owner to "re-evaluate"

Changes need to be "evidence-based". At the moment the process is one-sided.

We were not endeavouring to "undo" appropriately evaluated and designated PSW – merely righting a wrongful designation.

Again, Minister, thank you for the Delegation and interest in the file and wetlands. Perhaps the lesson or take-away from this circumstance can build on the mutually agreed comment: the process is not equitable...communicating evidence based OWES directly with Municipalities and property owners in a timely manner when there is a change in designation would bring an appropriate balance back to the Provincial-Municipal Land Use Partnership.

Sincerely,

Doug Struthers

Mayor, Village of Merrickville-Wolford

c. Premier Doug Ford

The Honourable Steve Clark, Minister of Municipal Affairs and Housing

Randy McLaren, Pembroke/Kemptville District Manager, Ministry of Natural Resources

Ministry of Natural Resources & Forestry **Ministère des Richesses naturelles et des Forêts**

Kemptville District

District de Kemptville

10-1 Campus Drive
Kemptville ON K0G 1J0
Tel.: 613 258-8204
Fax: 613 258-3920

10-1 promenade Campus
Kemptville ON K0G 1J0
Tel.: 613 258-8204
Fax: 613 258-3920

August 6, 2020

Sent Via Email

**Doug Robertson
CAO/Clerk/Director, Economic Development
Village of Merrickville-Wolford**

Dear Mr. Robertson,

The purpose of this letter is to inform you of recent changes made to a Provincially Significant Wetland (PSW) occurring within your jurisdiction. Updated boundaries for the Wolford Bog PSW complex can now be accessed online using Land Information Ontario (LIO), a mapping tool, which is used by municipalities and others to inform land use planning decisions.

In Ontario, wetland significance is assessed using the provincial framework known as the Ontario Wetland Evaluation System (OWES). The original OWES evaluation which identified Wolford Bog as a PSW was completed in 1982-85 by the Ministry of Natural Resources and Forestry (MNR). OWES recognizes wetlands as dynamic features on the landscape that may change over time. As a result, wetland files remain open and subject to updates and amendments. A wetland file update was completed for the Wolford Bog PSW complex in 2010. At that time, additional areas of adjacent wetland were added to the wetland boundary and some areas which no longer met the definition of a wetland were removed.

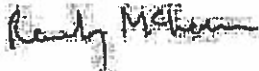
The decision to update the boundary of the Wolford Bog PSW complex is the result of a recent review of the provincial wetland evaluation file and record, which is maintained by MNR. Upon review of this file it was determined that the wetland update in 2010 was not documented as required on the provincial wetland record. The requirement to document information when completing a wetland evaluation or file update can be found in the OWES Southern Manual.

MNRF works diligently to ensure a fair, consistent and defensible position when addressing matters that impact the people of Ontario. MNRF also seeks to hold itself accountable to the same standards, expectations and requirements for meeting the provincial standards set out in OWES. As a result, MNRF is amending the wetland boundary to exclude any additional wetland area added as a result of the 2010 file update. As PSW evaluations do not expire, the remainder of the Wolford Bog PSW complex will remain, per the findings of the original (i.e. 1982-85) evaluation.

In closing this letter, it is important to note that wetland protection is an interest shared by multiple agencies across Ontario, including municipalities and Conservation Authorities (CA). This letter is not intended for the purpose of informing future land use planning decisions on or adjacent to the properties subject to this notification. The removal of the PSW status for wetlands occurring on these properties results in a new status of 'unevaluated' where wetlands are present. As per the *Provincial Policy Statement (PPS)*, issued under the *Planning Act*, planning authorities may require evaluations to determine the significance of unassessed features within their jurisdiction, to inform planning decisions consistent with the PPS. Landowners may also wish to have unevaluated wetlands evaluated by individuals qualified in the use of OWES.

If you have any questions regarding the above information, please don't hesitate to contact Randy McLaren, MNRF Kemptville District Manager at Phone: (613) 732-5520 email: randy.mclaren@ontario.ca

Regards,



Pembroke/Kemptville District Manager
Ministry of Natural Resources and Forestry

c. MPP, Steve Clark

c. Rideau Valley Conservation Authority



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com
Website: <http://www.huronkinloss.com>

City of Oshawa
Mary Medeiros City Clerk
50 Centre Street South,
Oshawa, Ontario L1H 3Z7

August 28, 2020

AGENDA

Dear Ms. Medeiros;

DATE September 14, 2020

Re: Copy of Resolution #512

Motion No. 512

Moved by: Ed McGugan Seconded by: Carl Sloetjes

NO. 8. C.

THAT the Township of Huron-Kinloss Council support the City of Oshawa in their request that the Federal, Provincial, and Regional Government 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-19 and FURTHER directs staff to forward a copy of this resolution to the City of Oshawa and the Prime Minister of Canada, the Premier of Ontario, all Ontario Municipalities, and Association of Municipalities of Ontario and Federation of Canadian Municipalities.

Carried

Sincerely,

Kelly Lush
Deputy Clerk

c.c Mr. Justin Trudeau, The Right Honourable Prime Minister of Canada, Mr. Douglas Ford, The Honourable Premier of Canada, AMO, FCM and all Ontario Municipalities.

The Corporation of the Township of Pelee **DATE** September 14, 2020
 Regular Meeting of Council
COUNCIL RESOLUTION

Date: September 14, 2020

NO. 90 a.

Resolution 2020 - xx	
Moved by:	Seconded by:

“Be it resolved that the Corporation of the Township of Pelee hereby receives Councillor DeLellis’ report from the Tourism Committee and authorizes administration to proceed to call tenders for the provision of Firewood at the campground for the 2021 season.”

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- XX
 Janice Hensel
 CAO/Clerk

The Corporation of the Township of Pelee **DATE** September 14, 2020
 Regular Meeting of Council
COUNCIL RESOLUTION

Date: September 14, 2020

NO. 9. b.

Resolution 2020 - xx	
Moved by:	Seconded by:

“Be it resolved that the Corporation of the Township of Pelee hereby receives Councillor DeLellis’ report from the Drainage Committee Report from the Drainage Committee giving notice of motion for September 28, 2020 regular meeting of council:

- i. To establish policy governing roadside ditch maintenance;
- ii. To establish policy governing drain maintenance;
- iii. Provide recommendations regarding the Gardner & Huffman Drains.”

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- XX
 Janice Hensel
 CAO/Clerk

AGENDA

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

DATE September 14, 2020

Date: September 14, 2020

Resolution 2020 - xx	NO. <u>9 C.</u>
Moved by:	Seconded by:

“Be it resolved that the Corporation of the Township of Pelee hereby receives Report No. 2020 – 21 MF: Financial summary and 2020 Capital Projects Progress Update.”

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- XX
Janice Hensel
CAO/Clerk

The Corporation of the Township of Pelee **DATE** September 14, 2020
 Regular Meeting of Council
COUNCIL RESOLUTION

Date: September 14, 2020

NO. 9. f. i)

Resolution 2020 - xx	
Moved by:	Seconded by:

“Be it resolved that the Corporation of the Township of Pelee hereby receives Report No. 2020 – 22 JH and agrees to reallocate funding received under the Main Street Revitalization Initiative grant program as follows:

Gardening Group	\$4,400.20
Building Demolition and Site Preparation for new Structure	\$2,911.21
Pavilion Structure	\$30,538.79

AND FURTHER THAT Resolution Number 2019-188 is hereby rescinded.

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- XX
 Janice Hensel
 CAO/Clerk

The Corporation of the Township of Pelee **DATE** September 14, 2020
 Regular Meeting of Council
COUNCIL RESOLUTION

Date: September 14, 2020

NO. 9. f. ii)

Resolution 2020 - xx	
Moved by:	Seconded by:

“Be it resolved that the Corporation of the Township of Pelee hereby receives Report No. 2020 – 22 JH regarding the Main Street Revitalization Grant Program and approve the quote of Teichroeb’s Roofing in the amount of \$ 33,446.55 for the construction of a 24’ X 40’ pavilion on township lands located at 1073 West Shore Road as per the attached site plan.

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- XX
 Janice Hensel
 CAO/Clerk

AGENDA

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

DATE September 14, 2020

Date: September 14, 2020

NO. 9. a. i)

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 September 9, 2020 in the amount of \$584,782.64.”

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

DATE September 14, 2020

BY-LAW 2020 – 27

"APPOINTMENT OF INTEGRITY COMMISSIONER"

13. a.

(September 14, 2020)

A by-law to appoint an integrity commissioner

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

WHEREAS the Municipal Act 2001, as amended by Bill 68, authorizes municipalities to appoint an Integrity Commissioner;

AND WHEREAS the Council of The Corporation of the Township of Pelee wishes to appoint an Integrity Commissioner;

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

1. That, subject to execution of the attached "Schedule A" Agreement dated September 14, 2020 the Agreement term is for a period of 1 year expiring on September 14, 2021; and further
2. That the annual retainer is paid in the amount of \$300, and is that the retainer fee is non-refundable even if there is early termination of the appointment by either party;
3. That this by-law shall be cited as the "Appointment of Integrity Commissioner By-law" (September 14, 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 14th day of September 2020.

MAYOR, Raymond Durocher

CAO/Clerk, Janice Hensel

SCHEDULE "A"

By-Law 2020-27

AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made as of the 14th day of September 2020.

BETWEEN: **THE CORPORATION OF THE TOWNSHIP OF PELEE**
(Hereinafter referred to as "Township")
OF THE FIRST PART

AND: **KORAB LAW (LISA KORAB, Principal)**
(Hereinafter referred to as the "Korab Law")
OF THE SECOND PART

WHEREAS:

- 1) Section 223.3 through 223.6 of the Municipal Act, 2011, S.O. 2011, c.25 (the "Act") contemplates and authorizes a municipality to appoint an Integrity Commissioner to, among other things, provide advice and guidance to members of Council and local boards as to the application of any Code of Conduct and municipal procedures, rules, and policies relating to their ethical behavior, and, furthermore, to making inquiry into requests as to alleged contraventions of any such Code of Conduct by a member of Council or board and to report the results of such inquiry to the Town;
- 2) Effective March 1, 2019, amendments to Section 223.3 of the Act shall also require the Integrity Commissioner to be responsible for any or all of the following for the Town:
 - i. the application of the Code of Conduct for Members of Council and the Code of Conduct for members of local boards
 - ii. the application of any procedures, rules and policies of the Corporation and its local boards governing the ethical behavior of Members of Council and of local boards;
 - iii. the application of Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act (Ontario), as amended, to Members of Council and of local boards;
 - iv. requests for Members of Council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the Member;
 - v. requests for Members of Council and of local boards for advice respecting their obligations under a procedure, rule or policy of the Town or of the local board, as the case may be, governing the ethical behavior of Members;

- vi. requests for Members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act (Ontario), as amended;
 - vii. the provision of educational information to Members of Council, members of local boards, the Township and the public about the Township's Code of Conduct for Members of Council and members of local boards and about the Municipal Conflict of Interest Act (Ontario), as amended.
- 3) In appointing an Integrity Commissioner and in assigning powers and duties to him or her, the Township is to have regard to, among other things:
- i. the independence and impartiality of the said Commissioner;
 - ii. confidentiality in respect of the activities of the Integrity Commissioner;
 - iii. the credibility required to be attributed to the role of the Integrity Commissioner; and
- The Township is satisfied that Korab Law has the skills and ability to meet the foregoing criteria.

NOW THEREFORE, in consideration of the retainer payment in the sum of THREE HUNDRED DOLLARS (\$300.00) by the Township, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

- 1) Term – The term of this agreement is for the period of 12 consecutive months commencing September 14, 2020 (the "commencement date") and ending on September 13, 2021 unless subject to prior early termination by either of the parties hereto and/or as otherwise renewed or extended by agreement of the parties. Notwithstanding the above, the Township or Korab Law shall have the right to terminate this Agreement by providing the other party with a minimum of thirty (30) days written notice of termination.
- 2) Services – the Township hereby retains and appoints Korab Law as Integrity Commissioner for the purposes of Sections 223.3 through 223.6 of the Act, as amended, and Korab Law accepts such appointment and agrees to provide such services as are reflected in the Act and as requested by the Township, at all times in accordance with and to the standards as set forth in the Act. Korab Law confirms that such services will be rendered by Lisa Korab, save and except as otherwise delegated in accordance with this agreement, which delegation must be done with the consent of the Township.
- 3) Duties – As Integrity Commissioner, Korab shall perform the duties and have the powers provided for in the Act, including but not limited to the following:
 - a. Advisory: upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the Municipal Conflict of Interest Act (Ontario), as amended; and furthermore and when appropriate, providing the full Council with specific and general opinions and advice respecting compliance by elected

officials in respect of the provisions of governing statutes the Code of Conduct and any other applicable procedures, rules, and policies.

- b. Compliance Investigation/Determinations: upon proper request from a member of Council or local board, municipal administration or one or more members of the public, to conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct or applicable procedures, rules, and policies by a member of Council or local board and, thereafter, to report the details and results of such inquiry to municipal Council.
- c. Educational: provide the Clerk or as directed with an annual report of activities during the previous calendar year as Integrity Commissioner, including but not necessarily limited to advice given to Council or individual members of Council and a summary of inquiry results and determinations; furthermore, provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the Township.
- d. Korab Law shall fulfill the following additional duties in accordance with Bill 68 amendments:
 - i. the application of the Code of Conduct for Members of Council and the Code of Conduct for members of local boards;
 - ii. the application of any procedures, rules and policies of the Corporation and its local boards governing the ethical behavior of Members of Council and of local boards;
 - iii. the application of Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act (Ontario), as amended, to Members of Council and of local boards;
 - iv. requests for Members of Council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the Member;
 - v. requests for Members of Council and of local boards for advice respecting their obligations under a procedure, rule or policy of the Township or of the local board, as the case may be, governing the ethical behavior of Members;
 - vi. requests for Members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act (Ontario), as amended;
 - vii. the provision of educational information to Members of Council, members of local boards, the Township and the public about the Township's Code of Conduct for Members of Council and members of local boards and about the Municipal Conflict of Interest Act (Ontario), as amended.

Notwithstanding that set forth above, the parties acknowledge and agree that the function of the Integrity Commissioner is to provide advice and opinion to Council and members thereof, to provide independent complaint prevention, investigation, adjudication, and resolution to members of Council

and the public, and education respecting adherence with the Code of Conduct for members of Council and other procedures, rules, and policies governing ethical behavior.

The parties hereto also acknowledge and agree Korab Law, as Integrity Commissioner, will perform services, and in particular those services relating to advisory and educational duties, in a manner so as to avoid duplicated advice, opinion, and cost in respect of identical requests and inquiries – for example, the Integrity Commissioner shall decline to provide individualized advice and opinion to more than one member of Council or a local board on identical issues but should choose to provide general advice to Council or such local board as a whole to answer all such inquiries.

4) Fees

- a. Hourly Rate – Korab Law will be paid a fee of THREE HUNDRED DOLLARS PER HOUR (\$300.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the Township; provided that Korab Law will charge such hourly rate only for time actively devoted to the duties described in Section 3 above. For purposes of clarity, Korab Law shall not charge the Township for travel time.
- b. Expenses – Upon presentation of receipts, Korab Law will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this Agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or fuel charges, all at the respective Township rates then in affect.
- c. Legal Advice/Fees – The parties agree that, when necessary, Korab Law may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the Township shall pay the cost of such legal assistance and advice.
- d. Invoicing – Korab Law agrees the hourly fees and related expenses for which reimbursement will be sought and as referred to above shall be charged and invoiced to the Township.
- e. Payment without deduction – The parties hereto agree that invoices rendered by Korab Law and payments by the Township shall be without deduction, specifically for any contributions imposed or required by law for employment insurance, health costs, social insurance, income tax, workers compensation, or mandatory pension. The Township assumes no obligation or liability as between the parties hereto to deduct or remit any statutory or government remittances.

- 5) Delegation – In the event that more than one request or complaint is made at any one time and requiring the rendering of more than one service, including more than one investigation, Korab Law may determine it necessary to delegate some or all of the powers and duties reflected above and Korab Law is authorized to arrange for and effect such delegation in writing; provided that such delegation shall not be made to a member of Council and provided further that the person, body, or agency to whom such delegation is made agrees in writing to be governed by

the terms of this agreement and the Township consents to the delegation. The person, body, or agency to whom such delegation shall be made shall be under the supervision and direction of Korab Law. The aforementioned delegation shall not result in any increased expense to the Township. Korab Law shall prepare and render an invoice to the Township which accounts for the costs of the delegatee and Korab Law shall be responsible for the fees and disbursements of such delegatee.

- 6) Independent Contractor – Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Korab Law is a contractor independent of the Township. Nothing within this agreement shall be interpreted to render or create a relationship of employer/employee partnership, franchise, agency, joint venture or other like arrangement as between Korab Law and the Township.
- 7) Statutory Officer – For purposes of the agreement and solely for the purpose of arranging for errors and omission insurance, the Integrity Commissioner shall be deemed to hold the status of “Statutory Officer” under the Municipal Act.
- 8) Indemnification – The Municipality agrees to indemnify and save harmless Korab Law, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with Korab Law’s provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions
- 9) Notice – Any notice required pursuant to this agreement shall be delivered to the respective parties hereto at the following addresses:

For the Township – The Corporation of the Township of Pelee, 1045 West Shore Road, Pelee Island, ON NOR 1M0

For Korab Law – Korab Law, 135 Ambleside Drive, London, ON N6G 4P8 and by email to lisa@korablaw.ca

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

- 10) Severability – All paragraphs, terms, and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.
- 11) Complete Agreement – This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.

12) Enurement – This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED OF IN THE PRESENCE OF:

THE CORPORATION OF THE TOWNSHIP OF PELEE

MAYOR, Raymond Durocher

CAO/Clerk, Janice Hensel

We have authority to bind the Corporation.

Lisa Korab, operating as Korab Law

THE CORPORATION OF THE TOWNSHIP OF PELEE
BY-LAW NUMBER: 2020 – 28

September 14, 2020

“Extension Agreement for Operator Support - Ontario Clean Water Agency”

NO.

13. b.

(September 14, 2020)

Being a By-law to enter into an Extension Agreement for Operator Support with the Ontario Clean Water Agency.

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 an Extension Agreement with the Ontario Clean Water Agency to provide Operator Support.

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

1. That authority is hereby granted to the Mayor and Chief Administrative Officer and Clerk to enter into an Extension Agreement with the Ontario Clean Water Agency to provide Operator Support.
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 Chief Administrative Officer - 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 14th day of September, 2020.

Raymond Durocher
Mayor

Janice Hensel
Chief Administrative Officer & Clerk

OPERATOR SUPPORT AGREEMENT (this "Agreement")

B E T W E E N:

ONTARIO CLEAN WATER AGENCY/AGENCE ONTARIENNE DES EAUX, a corporation established under the *Capital Investment Plan Act, 1993*, c.23, Statutes of Ontario

(referred in this Agreement as "OCWA")

A N D

THE CORPORATION OF THE TOWNSHIP OF PELEE

(referred in this Agreement as the "Client")

(each a "Party" and together the "Parties")

RECITALS

- (a) The Client is the owner of the West Shore Water Treatment Plant further described in Schedule A (the "Facility").
- (b) The Client wishes to enter into an agreement with OCWA to provide assistance to the Client for certain services related to the Facility (the "Agreement").

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Client and OCWA agree as follows:

1. The Services

The Client retains OCWA to provide the services set out in Schedule B to this Agreement (the "Services") in respect of the Facility.

2. The Service Fee

- (a) The monthly fee for the Services (the "Service Fee") shall be billed on an as needed basis reflected of services rendered in a particular month. OCWA will charge the Client for services as set out in Schedule B.
- (b) Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the *Financial*

Administration Act, R.S.O. 1990, c. F.12, plus any banking charges and an administrative fee.

3. Limitation on OCWA's Liability

- (a) The Client acknowledges that OCWA is providing support services and therefore OCWA shall not be responsible or liable for any claims, damages, costs or liabilities whatsoever that may arise from the provision of the Services under this Agreement or in connection with the Facility.
- (b) Without limiting the generality of Paragraph 3(a) above, in no event shall the aggregate liability of OCWA to the Client in respect of this Agreement exceed \$50,000 regardless of whether such liability arises out of breach of contract, warranty, tort, indemnity, strict liability or any other legal or equitable remedy.

4. Representations of the Client

The Client represents that the following are true and correct:

- (a) As of the date of execution of this Agreement, to the best of the Client's knowledge, the Facility is in compliance with all applicable legislation, regulations, Approvals (as defined below), by-laws, standards and orders (collectively defined as "Applicable Laws").
- (b) The Client has notified OCWA of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (OHSA) at the Facility. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos) in accordance with the OHSA and its regulations.
- (c) The Client has notified OCWA of any specific health and safety hazards at the Facility.
- (d) There are no "Pre-existing Conditions" (defined below) existing at the Facility which would affect OCWA's ability to provide operator support services to help operate the Facility in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule C. The Client acknowledges and agrees that the Client shall be responsible for addressing such pre-existing conditions. "Pre-existing Conditions" means any condition of the Facility that existed prior to the commencement of this Agreement.

5. Covenants of the Client

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments.

- (b) The Client agrees to promptly provide OCWA with any information relating to the Facility which could have a bearing on the provision of Services by OCWA, including copies of all environmental compliance approvals, permits and licences (and any amendment thereto) (collectively "Approvals") and copies of all engineering reports, orders and inspection reports issued by regulatory agencies such as the Ministry of the Environment, Conservation and Parks or the Ministry of Labour, as well as details of any existing situations in which the Facility is failing to meet Applicable Laws.
- (c) If there should be any direction or order given by any regulatory agency to either the Client or OCWA during the term of this Agreement in respect of the Facility, the Client accepts full responsibility for completion of any work set out in the direction or order, including all costs associated with such work.
- (d) The Client shall repair and keep in a good working state in accordance with standards reasonably applicable to a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facility.

6. Insurance

- (a) While this Agreement is in effect, the Client shall maintain appropriate liability insurance with respect to the Services being provided under this Agreement and OCWA shall be named as an additional insured with respect to such insurance.
- (b) Prior to the execution of this Agreement, the Client shall provide OCWA with a certificate of insurance, satisfactory to OCWA, indicating that OCWA is an additional insured under the Client's commercial general liability insurance policy with respect to the Facility.
- (c) The Client acknowledges that it will have no recourse under OCWA's policies of insurance for claims that arise due to the Services.

7. Indemnity

The Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all claims (including all costs, fines, penalties, liabilities, damages, losses and judgments) which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that, in any way, either arise from or are related to the Facility or OCWA's provision of Services under this Agreement.

8. Uncontrollable Circumstances

- (a) Without limiting the generality of Paragraph 3(a), delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by an "Uncontrollable Circumstance" (defined in Paragraph 8(b) below).
- (b) "Uncontrollable Circumstance" is defined as occurrences or circumstances beyond the reasonable control of OCWA, including but not limited to the following: where water transmitted to the Facility for treatment contains contaminants, pathogens or other substances which cannot be treated or removed by the Facility's processes; failure of the Client to meet any of its obligations under the Agreement; failure of any equipment at the Facility; the quantity or quality of water transmitted to the Facilities exceeds the particular Facility's design or operating capacity; decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods, droughts and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, pandemics, war, civil disturbances, riots, explosions, fire and acts of third parties.

9. Protection of OCWA

Without limiting the generality of Paragraph 3(a), delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client.

10. Effective Date

This Agreement shall be effective as of August 24, 2020 and shall continue until December 31, 2020.

11. Early Termination

Either Party may terminate this Agreement at any time for any reason by giving the other Party thirty (30) days' written notice.

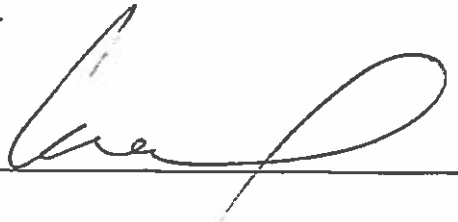
12. Survival

Sections 3, 4, 5 and 7 of this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Operator Support Agreement.

ONTARIO CLEAN WATER AGENCY

8/21/2020
Date of Signing

By: 

8/21/2020
Date of Signing

By: 

THE CORPORATION OF THE TOWNSHIP OF PELEE

Date of Signing

By: _____

Date of Signing

By: _____

SCHEDULE A

The Facility

Part 1: Description of the Facility

For the purposes of this Agreement, the Facility is comprised of the following:

West Shore Water Treatment Plant, Pelee Island

Part 2: Street Address of the Facility

The street address of the Facility is as follows:

1224 West Shore Rd.

SCHEDULE B

The Services and the Fees

The Services are set out below:

Base Fee Services

1. General Support Services

- One operator to attend the Facility twice per year, upon a mutually agreeable schedule to review operational procedures.
- OCWA operators to be available to provide staff coverage in the event of an emergency or critical shortage of Client staff. The Client must provide OCWA with at least 48 hours' notice or in the Bi-annual site visit of one of the operators to review current operational practices and meet with existing staff to stay current with operational procedures.
- Monthly site visit by OCWA Process and Compliance Technician to ensure that the process and compliance requirements at the Facility are being met. This will include completion of the monthly check list.
- Monthly and/or annual site visit by the OCWA Utility Process & Instrumentation Technician (master electrician) to complete instrumentation process and electrical maintenance as per the manufactures recommendations.
- Monthly and/or annual site visit by the OCWA Maintenance Mechanic (certified millwright) to complete mechanical maintenance on all process equipment as per the manufactures recommendations.

OCWA would also provide staff to implement and maintain the following supporting operational tools:

- Process Data Collection ("PDC") provides a standard, systematic, and reliable way of collecting, storing, and retrieving operational data that also enables benchmarking for our facility operations.
- Electronic lab data transfer system that directly connects with accredited labs for compliance and regulatory reporting.
- Work Management System: OCWA's Computerized Maintenance Management System (CMMS). All assets will be tagged and entered into the system to capture all maintenance work conducted on the assets, in addition to generation of work orders.

In addition to the monthly and bi annual site visits OCWA can for a fee as set out in Section 2 provide the following services:

- Assist and/or develop standard operating procedures (SOPs), operations manuals, sampling calendars, documentation control
- Conduct internal audits, assessment, processing data, implementing continuous improvement processes, generating required ministry annual reports, addressing compliance issues, leading Ministry of Environment, Conservation and Parks (MECP) and Ministry of Labour (MOL) inspections, managing Environmental Compliance Approvals (ECA) applications and other relevant documents.

OCWA estimates an annual cost to complete the general support services outlined in schedule C to be approximately \$22,000. An annual charge of \$2,500 will apply for the use of OCWA's support tools, (CMMS, PDC, and Electronic Lab Transfer)

2. Hourly Fees for Additional Services

Fees for support services provided by OCWA at the request of the Client shall be billed directly to the Client at the following rates:

- Labour rates on Business Days, Monday to Friday, (0800 to 1600) shall be \$85.00/hour/person for an operations manager or equivalent regional staff, assistant operations manager or process and compliance technician and \$55.00/hour/person for work of an operator, electrician or mechanic, plus vehicle expenses at \$0.50/km/vehicle;
- Labour rates (after hours on Business Days and on weekends) shall be \$120.00/hour/person for work of an operations manager or equivalent regional staff, assistant operations manager or process and compliance technician and \$75.00/hour/person for work of an operator, electrician or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- Labour rates (during statutory holidays) shall be \$120.00/hour/person for work of an operations manager or equivalent regional staff, assistant operations manager or process and compliance technician and \$75.00/hour/person for work of an operator, electrician or mechanic, with a minimum four (8) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- An annual charge of \$2,500 will apply for the use of OCWA's support tools, (CMMS, PDC, and Electronic Lab Transfer);
- All other costs associated with providing the support services shall be billed to the client with an administrative fee of 15%.

DATE September 14, 2020

**THE CORPORATION OF THE TOWNSHIP OF
PELEE**

BY-LAW: 2020 – 29 **NO.** 13. c.

"CONFIRMATION OF PROCEEDINGS"

(September 14th, 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 14th day of September, 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" (September 14th, 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 14th day of September, 2020.

MAYOR, Raymond Durocher

CAO/Clerk, Janice Hensel