



MUNICIPALITY OF ARRAN-ELDERSLIE

Special Council Meeting

AGENDA

Meeting No. 21-2021
Monday, August 30, 2021, 9:00 a.m.
Council Chambers and via Teleconference
1925 Bruce Road 10, Chesley, ON

Pages

1. Call to Order
2. Adoption of Agenda
3. Disclosures of Pecuniary Interest and General Nature Thereof
4. Closed Session (if required)
 - i. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose
 - ii. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
 - Building/Bylaw Department
5. Resolution to Reconvene in Open Session
6. Adoption of Recommendations Arising from Closed Session (If Any)
7. Staff Reports

7.1.	Facilities, Parks and Recreation	
7.1.1.	SRREC.21.20 ICIP Green Infrastructure Stream - 2021 Intake	1
8.	By-laws	
8.1.	By-Law No. 52-2021 Authorize EPCOR Agreement	5
8.2.	By-Law No. 53-2021 Authorize agreement with James Special Services Inc. for By-Law Enforcement Services	20
8.3.	By-Law No. 54-2021 Appoint a Municipal Law Enforcement Officer	37
9.	Confirming By-law	38
10.	Adjournment	
11.	List of Upcoming Council meetings	
	September 13, 2021	
	September 27, 2021	
	October 12, 2021	



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: August 30, 2021

Subject: SRREC.21.20 Investing in Canada Infrastructure Program: Green
Infrastructure Stream – 2021 Intake – Watermain Replacement Hamilton
Street, Tara

Report From: Carly Steinhoff, Park, Facilities and Recreation Manager

Appendices: Appendix A: Hamilton Street Infrastructure Map

Recommendation

Be It Resolved that Council hereby,

1. That Council direct Staff to prepare a grant application to Investing in Canada Infrastructure Program: Green Infrastructure Stream – 2021 Intake for the Watermain Replacement on Hamilton Street in Tara.

Report Summary

This report is to inform Council on the intention of staff to submit a grant application for the watermain replacement on Hamilton Street in Tara. The proposed work will take place from John Street to the end of Hamilton Street.

Background

The Green Stream is part of the joint federal and provincial Investing in Canada Infrastructure Program (ICIP). Up to \$240 million in joint federal and provincial funding is available for this intake, including \$110 million from the Ontario government. Across the province, funds will target projects that address critical health and safety needs in communities by making local drinking water infrastructure safer and more reliable.

The Green Infrastructure Stream follows federal guidelines to support the reduction of greenhouse gas emissions or enable greater adaptation and resilience to the impacts of extreme weather and disaster mitigation. It also helps ensure communities have clean air and safe drinking water for everyone.

Analysis

Staff have reviewed proposed municipal projects that might be suitable for this grant program. Given that the grant parameters include increasing access to potable water and projects that address critical health and safety issues, staff recommend that the watermain replacement on Hamilton Street in Tara, most closely aligns with the program goals.

Hamilton Street has experienced multiple breaks over the past few years including two (2) since the Maria Street water main project was completed earlier this year. The street has three (3) stubs of 1-inch watermains that are all dead-ended and difficult to flush.

The Tara Community Centre has been identified as an emergency centre and the improved watermain would enhance the reliability of the water service to this facility.

Staff recommends the submission of an application for a new 6 or 8-inch water main, subject to engineering review, to run from John Street to the south end of Hamilton Street, which is approximately 460m. Construction would include the installation of two (2) fire hydrants, new services etc. It is anticipated that this project will enhance the entire Tara water systems for fire protection.

Link to Strategic/Master Plan

Not Applicable

Financial Impacts/Source of Funding

The Green Infrastructure Stream is funded by the Federal, Provincial and Municipal Government. Eligible project costs up to \$ 5,000,000.00 will be funded 73.33% by the Federal and Provincial Government and the remain in 26.67% to be funded by the Municipality. It is anticipated that this project will cost \$ 355,000.00 and the project would commence in fall 2022 or spring 2023, depending on contractor availability. Staff will include the municipal portion of this project within the 2022 budget process. It is anticipated that a funding decision will occur in late spring 2022.

Approved By: Sylvia Kirkwood, CAO



**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 52-2021

Being a By-law to Authorize an Agreement with EPCOR.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, as amended, provides a municipality with natural person powers;

AND WHEREAS the Municipality wishes to execute an Agreement with EPCOR;

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:

- 1. THAT the Municipality executes an Agreement and will be in force once all parties have signed the agreement.
- 2. THAT the Mayor and Clerk are hereby authorized to execute said Agreement on behalf of the Corporation.
- 3. THAT a copy of said Agreement be attached hereto and form part of this By-law as Schedule A.
- 4. THAT this By-law shall come into force and take effect upon the final passing thereof.

READ a FIRST and SECOND time this 30th day of August, 2021.

READ a THIRD time and finally passed this 30th day of August, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

**AGREEMENT TO GRANT
PIPELINE EASEMENT**

THIS AGREEMENT made the ____ day of August, 2021.

BETWEEN:

**EPCOR NATURAL GAS LIMITED PARTNERSHIP
("EPCOR")**

- and -

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
(the "Owner")**

WHEREAS:

- A. The Owner is the registered owner in fee simple, of the following lands situate in the Municipality of Arran-Elderslie, County of Bruce more particularly described as:

PIN 33183-0312 - LT 27 PL 73; PT LT 36 PL 73 AS IN CH5413; ARRAN-ELDERSLIE

PIN 33183-0293: LT A PL 132; PT LT B PL 132; PT LT 77-78 PL 73 AS IN R330425; ARRAN-ELDERSLIE

PIN 33183-0217 - PT PARKLT O PL 149 PT 1 & 4 3R7226 BEING RIVERSIDE DRIVE S/T R356523; ARRAN-ELDERSLIE

PIN 33183-0221 - PT PARKLT O PL 149 AS IN CH2012 EXCEPT PT 1 TO 6 3R7226 EXCEPT PT 1 3R7275 & EXCEPT PT 1 & 3 3R5674; S/T R166363; ARRAN-ELDERSLIE

PIN 33183-9282 - LT 33 W/S MAIN ST PL 149; LT 32 W/S MAIN ST PL 132; S/T R166363; ARRAN-ELDERSLIE

PIN 33181-0168: LANES PL 39 EXCEPT PY2573 & R222019; ARRAN-ELDERSLIE

PIN 33181-0163: PT LT 8 S/S ROWE ST PL 12; PT LT 7 PL 39 PARTS 12 & 13, 3R2398; ARRAN-ELDERSLIE

PIN 33242-0186: LT 1 W/S QUEEN ST N PL 255 (SUBDIVISION OF LT 2 PL 58); PT LT 2 W/S QUEEN ST N PL 255 (SUBDIVISION OF LT 3 PL 58); PT LT 2 PL 58 AS IN R54158 EXCEPT PT 1, 3R6818; ARRAN-ELDERSLIE

- 2 -

PIN 33242-0191: FISHER ST PL 58; ARRAN-ELDERSLIE

PIN 33180-267: LT 2 S/S CHURCH ST, 3 S/S CHURCH ST, 4 S/S CHURCH ST, B, C PL 42; LT 1 PL 255 (SUBDIVISION OF LT 5 AND PT LT 6 S/S CHURCH ST PL 42); LT 2 PL 255 (SUBDIVISION OF PT LT 6 S/S CHURCH ST PL 42); LT 2 W/S WATER ST PL 255 (SUBDIVISION OF LT H WATER ST PL 42); LT 4 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 5 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 6 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 1 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT A E/S QUEEN ST N AND PT LT H W/S WATER ST PL 42); LT 2 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT A AND LT G E/S QUEEN ST N AND PT LT H WATER ST PL 42); LT 3 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT 1 S/S CHURCH ST PL 42); LT 3 W/S WATER ST PL 255 (SUBDIVISION OF LT H WATER ST PL 42); PT WATER ST PL PAISLEY PT 1, 2 & 5, 3R1739; ARRAN-ELDERSLIE

PIN 33180-0273: UNNAMED ST PL PAISLEY BTN GOLDIE ST & NORTH ST EXCEPT 3R3711 (AKA RIVER ST); ARRAN-ELDERSLIE

PIN 33180-0225: LT A N/S GOLDIE ST PL PAISLEY; PT LT B N/S GOLDIE ST PL PAISLEY PT 1, 3R3711; ARRAN-ELDERSLIE

PIN 33181-0516: PTUNNAMED ST PL PAISLEY BTN GOLDIE ST & CANROBERT ST, AKA RIVER ST; SAVE AND EXCEPT PT 2 ON 3R10478; ARRAN-ELDERSLIE (the "Lands").

- B. EPCOR has requested the Owner to grant it a right-of-way and easement across a portion of the Lands in accordance with the terms and conditions contained in this Agreement.

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, EPCOR and the Owner agree as follows:

1. CONDITION

1.1 Upon execution of this agreement, the Owner and EPCOR shall agree as to the location of the easement on each property identification number (PIN) set out above.

1.2 Immediately after the PROPOSED location of the easement on each of the PIN's referred to above has been agreed to, EPCOR at its sole expense, shall survey the proposed location of each easement on each PIN and shall prepare at its cost a reference plan to be deposited on title to each PIN to show the location

- 3 -

of said easements. Prior to the registration of said reference plans they shall be approved by the Owner. EPCOR shall pay the cost to register the reference plans.

2. Grant of Easement

2.1 Subject to EPCOR complying with the preceding paragraphs and the owner approving said reference plans, the owner shall grant to EPCOR an easement over the lands described in each reference plans to be deposited on each PIN on the terms and conditions attached hereto as Schedule A.

IN WITNESS WHEREOF EPCOR AND THE OWNER HAVE EXECUTED THIS AGREEMENT ON THE ____ DAY OF _____ 2021.

EPCOR:

**EPCOR NATURAL GAS LIMITED
PARTNERSHIP, by its general partner EPCOR
ONTARIO UTILITIES INC.**

Per: _____
c/s

OWNER:

**THE CORPORATION OF THE MUNICIPALITY
OF ARRAN-ELDERSLIE**

Witness:

Per: _____
Name: Steve Hammell, Mayor

Per: _____
Name: Christine Fraser McDonald, Clerk

We hereby have authority to bind the
corporation c/s

SCHEDULE A
EASEMENT TERMS AND CONDITIONS

1. GRANT

- 1.1** The Owner hereby grants, conveys and transfers unto EPCOR an non-exclusive right, license, liberty, privilege and easement on, over, across, along, in, under and through the portion of the Lands described on the reference plans that have been deposited on title to the following PINS

PIN 33183-0312 - LT 27 PL 73; PT LT 36 PL 73 AS IN CH5413; ARRAN-ELDERSLIE

PIN 33183-0293: LT A PL 132; PT LT B PL 132; PT LT 77-78 PL 73 AS IN R330425; S/T THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY UNDER R394070; ARRAN-ELDERSLIE

PIN 33183-0217 - PT PARKLT O PL 149 PT 1 & 4 3R7226 BEING RIVERSIDE DRIVE S/T R356523; ARRAN-ELDERSLIE

PIN 33183-0221 - PT PARKLT O PL 149 AS IN CH2012 EXCEPT PT 1 TO 6 3R7226 EXCEPT PT 1 3R7275 & EXCEPT PT 1 & 3 3R5674; S/T R166363; ARRAN-ELDERSLIE

PIN 33183-9282 - LT 33 W/S MAIN ST PL 149; LT 32 W/S MAIN ST PL 132; S/T R166363; ARRAN-ELDERSLIE

PIN 33181-0168: LANES PL 39 EXCEPT PY2573 & R222019; ARRAN-ELDERSLIE

PIN 33181-0163: PT LT 8 S/S ROWE ST PL 12; PT LT 7 PL 39 PARTS 12 & 13, 3R2398; ARRAN-ELDERSLIE

PIN 33242-0186: LT 1 W/S QUEEN ST N PL 255 (SUBDIVISION OF LT 2 PL 58); PT LT 2 W/S QUEEN ST N PL 255 (SUBDIVISION OF LT 3 PL 58); PT LT 2 PL 58 AS IN R54158 EXCEPT PT 1, 3R6818; ARRAN-ELDERSLIE

PIN 33242-0191: FISHER ST PL 58; ARRAN-ELDERSLIE

PIN 33180-267: LT 2 S/S CHURCH ST, 3 S/S CHURCH ST, 4 S/S CHURCH ST, B, C PL 42; LT 1 PL 255 (SUBDIVISION OF LT 5 AND PT LT 6 S/S CHURCH ST PL 42); LT 2 PL 255

(SUBDIVISION OF PT LT 6 S/S CHURCH ST PL 42); LT 2 W/S WATER ST PL 255 (SUBDIVISION OF LT H WATER ST PL 42); LT 4 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 5 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 6 E/S QUEEN ST N PL 255 (SUBDIVISION OF LT 1 S/S CHURCH ST PL 42); LT 1 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT A E/S QUEEN ST N AND PT LT H W/S WATER ST PL 42); LT 2 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT A AND LT G E/S QUEEN ST N AND PT LT H WATER ST PL 42); LT 3 E/S QUEEN ST N PL 255 (SUBDIVISION OF PT LT 1 S/S CHURCH ST PL 42); LT 3 W/S WATER ST PL 255 (SUBDIVISION OF LT H WATER ST PL 42); PT WATER ST PL PAISLEY PT 1, 2 & 5, 3R1739; ARRAN-ELDERSLIE

PIN 33180-0273: UNNAMED ST PL PAISLEY BTN GOLDIE ST & NORTH ST EXCEPT 3R3711 (AKA RIVER ST); ARRAN-ELDERSLIE

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PIN 33181-0516: UNNAMED ST PL PAISLEY BTN GOLDIE ST & CANROBERT ST, AKA RIVER ST; ARRAN-ELDERSLIE (the "LANDS")

to lay down, construct, operate, maintain, inspect, patrol (including aerial patrol), alter, relocate, remove, replace, reconstruct and repair a line of pipe together with all facilities or works of EPCOR useful in connection with or incidental to its undertaking, including, but without limiting the generality of the foregoing, all such pipes, drips, valves, fittings, connections, meters, cathodic protection equipment and other equipment and appurtenances, , as may be useful or convenient in connection therewith or incidental thereto for the carriage, transmission, conveyance, transportation, of natural and artificial gas and other gaseous or liquid hydrocarbons and any product or by-product thereof (such line of pipe together with such related facilities or works being referred to collectively as the "**Pipeline**") For clarity, the Pipeline on the Right-of-Way shall be below ground only except for valve box covers located at grade if needed. Excepted as permitted above, EPCOR shall not install above ground Pipeline on the Right-of-Way without the prior written consent of the Owner, which consent shall not be unreasonably withheld

- 1.2 The right to use the Right-of-Way in the manner stated in this Agreement, shall be for as long a period as EPCOR may desire to exercise the right.

2. FEE

- 2.1 Upon the execution of this grant of easement by the Owner to EPCOR, EPCOR shall pay to the Owner the sum of One Dollar (\$1.00) exclusive of Harmonized Sales Tax (the "**Fee**"), the receipt of which will be acknowledged by the Owner. The payment of the Fee by EPCOR will be the sole consideration and inducement for the execution by the Owner of this Agreement and is the total compensation payable by EPCOR to the Owner for the right to use the Rights-of-Way.

3. RIGHT OF ACCESS

- 3.1 EPCOR, acting reasonably shall have the right at any time and from time to time to do whatever may be required, for the enjoyment of the rights granted under this Agreement, including the removal of any boulder or rock or the trimming and removal of all trees, shrubs and other vegetation on, over, across, along, in, under and through the Rights-of-Way as described on said reference plans. At completion of said work EPCOR shall restore the Land to their original condition.
- 3.2 Upon execution of this Agreement by Owner and the EPCOR, EPCOR may ingress and egress at any and all times on, over, along, across, along, in, under and through the Rights-of-Way with its servants, agents, employees, contractors and subcontractors (collectively, the "**Authorized Representatives**"), on foot and/or with vehicles, supplies, machinery and equipment, for all purposes reasonably required in connection with or incidental to the exercise and enjoyment of the rights granted pursuant to this Agreement.
- 3.3 EPCOR and its Authorized Representatives shall have the right of ingress and egress from the Rights-of-Way at any and all times on, over across, along, in, under and through the Lands described on said reference plans for the purposes of exercising the rights granted under this Agreement. This right of access shall be used only in cases of necessity or emergency, subject to the prior approval of the Owner approval which approval shall not be unreasonably withheld. EPCOR shall pay reasonable compensation of the Owner of the Lands for any damage caused by EPCOR and its Authorized Representatives in the exercise of the right of access as granted to EPCOR under this Clause 3.3.
- Land that is broader than the area that the easement will be located in.

- 3.4 The rights, licenses, liberties, privileges and easements specifically described in Clauses 1 and 3 are being referred to collectively as the **"Easement Rights"**.

4. PIPELINE

- 4.1 Notwithstanding any rule of law or equity to the contrary, the Pipeline shall at all times remain a chattel and the personal property of EPCOR or its assigns and shall not become part of the Lands, notwithstanding that it may be annexed or affixed to the Lands or abandoned by EPCOR.
- 4.2 EPCOR shall install, construct, operate and maintain the Pipeline in a responsible manner so as to minimize damage to the Rights-of-Way and shall, where practicable, after any such work restore the Rights-of-Way to substantially their original level and condition, save and except for any soil rise above grade to allow for soil settlement. EPCOR shall not be responsible for any damages caused by subsidence after levelling is completed, provided the subsidence does not occur as a result of negligence on the part of EPCOR. Notwithstanding the foregoing, or Clause 7.1, EPCOR shall only be obligated to compensate the Owner for damage to buildings or improvements that may be placed within the Rights-of-Way, and arising from the exercise by EPCOR of its rights under this Agreement, if EPCOR has given its prior written consent pursuant to Clause 5.2 to the placement of such buildings or improvements within the Rights-of-Way.
- 4.3 EPCOR may at any time for whatsoever reason or cause abandon the Pipeline in accordance with the then-applicable legislation, regulations and governmental directions. In the event of the abandonment of the Pipeline, EPCOR shall, remove the Pipeline in accordance with the then-applicable legislation. In the event of removal, EPCOR shall conserve, reclaim and remediate the portion of the Lands affected by the exercise of the rights herein granted, in accordance with the then-applicable legislation, regulations and governmental directions. In the event of removal, EPCOR agrees to discharge this Agreement and the Easement Rights in the appropriate Land Registry Office within 180 days from the effective date of the removal of the Pipeline.

5. OWNER'S USE OF RIGHT-OF-WAY

- 5.1 The Owner shall not use the Rights-of-Way in any manner which may conflict with the rights of EPCOR as granted to EPCOR pursuant to this Agreement.

- 5.2 The Owner shall not, without the prior written consent of EPCOR, acting reasonably, stockpile, excavate, drill, install, erect, construct or place above, through, on or under the Right-of-Way any pavement, building, fence, pit, well, pipe, foundation, sidewalk, or other structure or improvement, or do or permit to be done any mining, quarrying, land levelling or other work or activity of any like or similar nature on, in or under the Right-of-Way. The Owner shall not permit any of these activities to occur by others.
- 5.3 The Owner shall not alter the surface grade level of the Rights-of-Way in any manner which would affect the rights granted to EPCOR pursuant to this Agreement.
- 5.4 The Owner shall not plant any trees within the Rights-of-Way.
- 5.5 Neither the Owner nor EPCOR shall store or otherwise place toxic, hazardous, dangerous, flammable, potentially explosive, noxious or waste substances or contaminants (the "**Hazardous Materials**") within the Rights-of-Way, nor shall the Owner and EPCOR permit the storage or placement by a third party of such substances within the Rights-of-Way.
- 5.6 EPCOR shall be responsible for the maintenance of the Rights-of-Way, including but not limited to such items as grass cutting and clean-up, replacement and repair of the Rights-of-Way in such a manner that it shall be suitable at all times for EPCOR's use and access as permitted by this Agreement. EPCOR shall undertake any maintenance reasonably directed by the Owner to maintain the said Rights-of-Way within sixty (60) days of receiving written notification.
- 5.7 Subject to the foregoing and to the provisions of applicable legislation, regulations and governmental directions, and provided that there is no interference with the Easement Rights, the Owner shall have the right to use and enjoy the Right-of-Way.

6. ENVIRONMENTAL OBLIGATIONS

- 6.1 EPCOR and the Owner shall comply with all applicable legislation, regulations and governmental direction dealing with environmental issues, including the Hazardous Materials (the "**Environmental Laws**"), related to the Rights-of-Way and adjoining lands.
- 6.2 The Owner represents and warrants that the Rights-of-Way have not been used for the storage of the Hazardous Materials. If EPCOR encounters any Hazardous Materials in undertaking any work within the Rights-of-Way, it shall give notice to the Owner. At the expense of the Owner,

Owner (or, at Owner's option, EPCOR) shall effect the removal of such Hazardous Materials in accordance with the Environmental Laws.

- 6.3 The responsibility of EPCOR and the Owner with respect to environmental obligations, as required by this Agreement, shall continue to be enforceable during and after the termination of this Agreement.

7. INDEMNITY AND COMPENSATION

- 7.1 Except for the gross negligence or willful misconduct directly attributable to the Owner, its employees, agents, contractors, subcontractors and those persons for whom the Owner is responsible in law, EPCOR shall:

- (a) be liable to the Owner for; and
- (b) indemnify and save harmless the Owner, its employees, agents, contractors, subcontractors and those persons for whom the Owner is responsible in law from and against

any and all claims, suits, actions, demands, expenses, damages and costs which may be brought or made against the Owner or which the Owner may pay or incur by reason of any breach, violation or non-performance by EPCOR of any covenant, term or provision of this Agreement, or by reason of the negligence or misconduct of EPCOR, its agents, employees, contractors, subcontractors and those persons for whom EPCOR is responsible in law, in the exercise of the rights as granted to EPCOR under this Agreement.

8. QUIET ENJOYMENT

- 8.1 EPCOR by performing and observing the terms and conditions of this Agreement shall and may peaceably hold and enjoy all the rights granted under this Agreement, without hindrance, molestation or interruption on the part of the Owner or any person claiming by, through, under, from or in trust for, the Owner.

9. ADDRESS FOR CONSENT OR NOTICE

- 9.1 Any written consent required to be obtained from, and any notices to be given to, EPCOR or the Owner, as the case may be, pursuant to this Agreement shall be in writing and obtained or effected by delivering the request or notice to EPCOR or the Owner in person or by registered mail, postage prepaid, addressed as follows:

To EPCOR:

EPCOR Natural Gas Limited Partnership
 39 Beech Street East
 Alymer, Ontario N5H 3J6

To the Owner:

The Corporation of the Municipality of Arran-Elderslie
 1925 Bruce Road 10
 Box 70
 Chesley Ontario N0G 1L0

When mailed, any such request or notice shall be deemed to be given to, and received by the addressee seven (7) days after the mailing thereof.

10. DISPUTE RESOLUTION

- 10.1 In the event of a determination by either party in regard to a matter in dispute between EPCOR and the Owner as to the interpretation or effect of any of the terms or conditions of this Agreement, and where notice of such determination has been delivered to EPCOR or the Owner, as the case may be, the determination shall be conclusively deemed to have been accepted by the parties, unless, within 120 days of the receipt of notice of the determination the party receiving the notice gives written notice to the other party (the "**Arbitration Notice**") of their desire to have the matter in dispute resolved by arbitration.
- 10.2 Within 30 days of receipt of the Arbitration Notice, the parties shall mutually appoint an arbitrator (the "**Arbitrator**"). In the event that the parties shall fail to agree on the appointment of the Arbitrator, then either party may, on written notice to the other, apply to the Ontario Superior Court of Justice for the appointment of the Arbitrator, pursuant to the *Arbitration Act*, 1991, S.O. 1991, c. 17, as amended (the "**Arbitration Act**").
- 10.3 Any determination of the Arbitrator shall include a determination as to payment of the costs of the arbitration. The determination of the Arbitrator shall be final and binding on the parties and there shall be no right to appeal of such decision to the courts.
- 10.4 Except as modified by this Agreement, the provisions of the Arbitration Act and its regulations or any successive legislation shall apply.
- 10.5 The arbitration shall take place in either the County of Bruce or the County of Grey.

11. GENERAL

11.1 Entire Agreement

There are no conditions, either subsequent or precedent, except as stated in this Agreement. This Agreement is the entire agreement between EPCOR and the Owner and no representations or warranties have been made by EPCOR or the Owner, except as stated in this Agreement.

11.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein.

11.3 EPCOR's Lands (Dominant Tenement)

The rights granted under this Agreement, including the Easement Rights, are declared to be appurtenant to the lands of EPCOR being:

PIN 371870188: PART LOT 30 CON 2 DIVISION 3 SULLIVAN PART 1 16R11421 TOGETHER WITH AN EASEMENT OVER PART 2 16R11421 AS IN GY194325 TOWNSHIP OF CHATSWORTH

11.4 Further Assurances

The parties hereto will execute such further assurances of the Rights-of-Way and the rights granted under this Agreement as may be required.

11.5 Assignment

EPCOR shall, without the consent of the Owner, but upon seven (7) days prior to written notice to the Owner, have the right to assign, in whole or in part, to any person, partnership, trust, government, agency or corporation, the rights granted, transferred and conveyed under this Agreement, including the Easement Rights or to grant the right to use the Rights-of-Way, in whole or in part, in accordance with the terms and conditions contained in this Agreement to any person, partnership, trust, government, agency or corporation. Provided that the assignee shall exercise and deliver an assignment agreement in a form to be provided by EPCOR and approved by the Owner, whereby the assignee agrees to assume and be bound by the terms of this Agreement.

11.6 Enurement

This Agreement, including all covenants contained herein and all rights granted hereunder, is and shall be of the same force and effect for all intents and purposes as a covenant running with the Lands and shall extend to, be binding upon and enure for the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties respectively.

11.7 Severability

If any term or condition of this Agreement is invalid or unenforceable under any applicable statute or is declared invalid or unenforceable by a court of competent jurisdiction, then such term or condition shall be deemed to be severed from this Agreement, provided however, that the remainder of this Agreement shall not be affected, shall continue in full force and effect and each remaining term and condition shall be valid and be enforced to the fullest extent permitted by law.

11.8 Additional Taxes

EPCOR agrees that no taxes, rates, assessments, charges, levies or impositions of any kind or nature of any governmental authority shall be payable by or placed upon the Owner in relation to any use of the Right-of-Way by EPCOR pursuant to this Agreement, and if any such taxes, rates, assessments, charges, levies or impositions shall be levied, imposed, or placed, EPCOR shall make payment thereof. All taxes or assessments in the nature of sales taxes, good and services taxes or value added taxes which may be charged, levied or assessed as a result of this Agreement, whether or not such taxes are charged, levied or assessed as against the Owner, shall be the responsibility of EPCOR, and EPCOR shall on written demand by the Owner, pay to the Owner any and all such taxes.

11.9 Outstanding Charges, Taxes, Liens, etc.

Notwithstanding any other provision in this Agreement, if EPCOR determines that:

- (a) there are outstanding charges, taxes, builders' liens, writs of execution, judgments or other encumbrances which are registered against the Lands; or
- (b) there are any overdue amounts outstanding under any agreement for sale, mortgage or other financial encumbrance that is registered against the Lands;

EPCOR may, but is not obligated to, pay all or a portion of the compensation or other amounts payable under this Agreement to the holder of such charge, lien, writ of execution, judgment, mortgage or other financial encumbrance, or to such vendor or mortgagee to satisfy and discharge such encumbrance or to obtain a postponement from the encumbrance holder. The payment of any amount to such third party shall be deemed to be payment of such amount to the Owner. For greater certainty, EPCOR shall not be required to obtain the Owner's consent prior to making such payment. EPCOR shall provide to the Owner written confirmation of any such payments within thirty (30) days of making such payments.

11.10 Sole Remedy

It is understood and agreed that notwithstanding any other provision in this Agreement and notwithstanding any rights that any person having an interest may have in law or in equity, should EPCOR fail to pay any payments payable hereunder, the sole remedy of any such person having an interest shall be to recover from EPCOR such amount and any interest payable thereon, and in no event shall such person having an interest for whatever reason, interfere with, hinder, molest or interrupt EPCOR in its enjoyment of any of the rights granted, transferred and conveyed under this Agreement, including the Easement Rights.

11.11 In this Agreement:

- 11.11.1** the word "shall" is to be read and interpreted as mandatory;
- 11.11.2** the word "may" is to be read and interpreted as permissive; and
- 11.11.3** the word "Owner" shall be read and interpreted as meaning an individual, a partnership, a corporation, a trust, an unincorporated organization, a government, or any department or agency thereof, and the heirs, executors, administrators or other legal representatives of any individual.

11.12 Counterparts

This Agreement may be executed in any number of counterparts and all of which taken together will constitute one and the same instrument. All parties agree that this Agreement may be transmitted by telecopier or electronic transmission via email and that the reproduction of signatures by way of telecopier or electronic transmission via email were executed

originals will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement bearing original signatures within a reasonable time after written request therefore.

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 53-2021

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN JAMES SPECIAL SERVICES AND THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE FOR THE PROVISION OF BY-LAW
ENFORCEMENT SERVICES**

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

WHEREAS Section 55 of the *Comprehensive Ontario Police Services Act, 2019, S.O. 2019, c. 1, as amended*, permits Councils to appoint Municipal Law Enforcement Officers to enforce municipal by-laws;

WHEREAS Section 15.1 of the *Building Code Act, 1992, S.O. 1992, c. 23* and section 6.2 of subsection B.6 of By-Law 18-00, being a By-law to Prescribe Standards for the Maintenance and Occupancy of Property, authorizes Council to appoint an Officer who is responsible for administering and enforcing by-laws in relation to Property Standards;

WHEREAS Section 226.1 of the *Residential Tenancies Act, 2006, S.O. 2006, c.17 as amended* permits a local municipality to appoint Inspectors;

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an agreement with James Special Services Inc. for by-law enforcement services;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. That the Corporation of the Municipality of Arran-Elderslie hereby enter into an agreement with James Special Services Inc for the provision of by-law enforcement services, pursuant to the Comprehensive Ontario Police Services Act, effective September 15, 2021.
2. That Schedule "A", the Agreement ("Agreement"), forms part of this by-law.
3. That this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 30th day of August, 2020.

READ a THIRD time and finally passed this 30th day of August, 2020.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Contract Agreement

Between

James Special Services Inc.,
Hereinafter referred to as the Contractor

And

The Municipality of Arran-Elderslie,
Hereinafter referred to as the Municipality

Whereas the Municipality of Arran-Elderslie is a municipal corporation with by-laws which provide rules and regulations which apply to the municipal inhabitants and visitors;

And whereas the Municipality is desirous of enforcing the provisions of by-laws using the services of a private contractor;

And whereas the Municipality deems it expedient to enter into a contract agreement with the Contractor for the provision of by-law enforcement services in Arran-Elderslie.

Now therefore the parties hereto covenant and agree as follows:

1. Definitions

- 1.1 "Certificate of Offence" means a document issued to a person found to be in violation of a Municipality by-law and shall be used interchangeably with the word's 'notice' and 'ticket'.
- 1.2 "Contract"/ "Agreement" means this agreement and includes any bonds or security, specifications, general conditions and any other documents referred to in this agreement or attached thereto.
- 1.3 "Contractor" or a pronoun in place thereof, means the person or persons who have undertaken to perform and carry out the provision of services as described herein.
- 1.4 "Contractor's Personnel" means the Contractor's own employees, sub-contractors, workers, volunteers and/or any other person directly or indirectly engaged by the Contractor with respect to the provision of the services described in this agreement.

- 1.5 "Price" means the total cost to the Municipality for the provision of the services described in this agreement. The price excludes HST or any taxes as deemed appropriate and enforceable by the Provincial, Federal or Municipal governments. The words "charge" and "price" may be used interchangeably with the terms "rate" and "fee".
- 1.6 "Municipality" means the Corporation of the Municipality of Arran-Elderslie and is interchangeable with the term 'municipality'.
- 1.7 "Work" shall mean the provision of services under this contract and may be referred to as 'services' and 'operations'.

2. Definition of Contract

- 2.1 The work required of the Contractor under this contract is comprised of the provision of by-law enforcement services in the Municipality of Arran-Elderslie.
- 2.2 Other services which complement the provision of by-law enforcement services as required herein shall be further clarified as contained herein.
- 2.3 All such work shall be performed by the Contractor in accordance with the specifications and the conditions of this agreement.
- 2.4 The Contractor will be required to provide, at its own expense, except as otherwise indicated herein, all labour, vehicles, tools, equipment, articles, and things necessary for the due execution of the work set out or referred to herein.
- 2.5 The Contractor shall provide the services under this agreement on a non-exclusive basis, and shall be free to provide its services to third parties provided that the Contractor does not provide such services in any way that is inconsistent with any provisions of this agreement.

3. Insurance

- 3.1 The Contractor shall obtain and maintain insurance coverage as outlined herein and provided by an insurance company or companies licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided to the Municipality in the form of a Certificate of Insurance signed by an authorized signatory prior to the execution of this agreement.
- 3.2 The Contractor shall have a Commercial General Liability insurance policy of not less than no \$5,000,000 (five million dollars) per occurrence. The policy must insure against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. The policy shall include:
- 3.3 The Municipality of Arran-Elderslie as additional insured;

- 3.4 Cross Liability/Severability of Interests clause; and
- 3.5 Non-Owned Automobile Liability (SPF 6).
- 3.6 The Contractor must give the Municipality a minimum thirty (30) day's written notice of cancellation or non-renewal
- 3.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Municipality, and it is hereby agreed that no contract will be considered to be executed of in full force and effect until insurance requirements are met by the Contractor
- 3.8 The insurance coverage noted above shall be maintained in force throughout the term of the contract agreement. Failure to maintain the required insurance and provide proof of same to the Municipality will render this contract null and void.
- 3.9 The Contractor shall also have and maintain in good standing a worker's compensation and insurance account with the provincial worker's compensation board, and provide the Municipality with evidence of its registration, including the Contractor's workers' compensation number and clearance certificate as may be requested by the Client from time to time.

4. Equipment, Supplies and Expenses

- 4.1 The Contractor shall furnish and maintain all such equipment and supplies as are considered necessary for conducting the work in an acceptable manner.
- 4.2 All equipment and supplies used by the Contractor and/or the Contractor's Personnel for the execution of any part of the work shall be maintained in a satisfactory, safe and efficient working condition.
- 4.3 Equipment used by the Contractor and/or the Contractor's Personnel shall be such that no injury to any person or property will result from its use or misuse.
- 4.4 The Contractor shall be responsible for any expenses incurred by the Contractor or the Contractor's Personnel in connection with the performance of the service under this contract. In no event shall the Municipality reimburse the Contractor for any such expenses.

5. Bribery or Corrupt Practice

- 5.1 Should the Contractor or any of the Contractor's Personnel give, or offer any gratuity to, or attempt to bribe any member of the Municipality Council, officers or servants of the Municipality, the Municipality shall:
- 5.2 Be at liberty to cancel the contract forthwith without advance notice; or
- 5.3 Take the whole or any part of the contract out of the hands of the Contractor.

6. Assignment and Subletting

- 6.1 The Contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Municipality.
- 6.2 The Contractor shall be held as fully responsible to the Municipality for the acts and omissions of the Contractor's Personnel including any of the sub-contractors, volunteers and of persons directly or indirectly employed or otherwise engaged by the Contractor in the undertaking of services as described herein.

7. Notice

- 7.1 Any notice or communication under this agreement shall be in writing and delivered either personally (if handed to the Contractor or any of their clerks or agents), or by email (with confirmation of transmission), mail or courier to the business address herein.

7.2 For the Contractor:

James Special Services Inc.
 132 Drive In Crescent
 Owen Sound ON N4K 5N7
 j.fluney@jss-protection.com
 Attn: Andrew James

7.3 For the Municipality:

Municipality of Arran-Elderslie
 1925 Bruce Road 10, Box 70
 Chesley ON, N0G 1L0
 Email: clerk@arran-elderslie.com
 Attention: Clerk

- 7.4 The parties hereto will provide to the other, any change in contact information within ten (10) days of said change being effective.
- 7.5 If delivered personally or by courier service, a notice or communication shall be deemed to have been received on the date of delivery. If sent by mail, a notice or communication shall be deemed to have been received on the fifth (5th) day following the date of mailing. If sent by email, a notice or communication shall be deemed to have been received on the date of transmission, provided that if the date of transmission is not a business day, then it shall be deemed to have been received on the following business day.
- 7.6 In any written or printed notice to the Contractor in respect of any work of any nature required to be done under any of the provisions of the contract, or of any other matter,

it shall not be obligatory upon the Municipality to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise defect or fault, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing the matter, and a description of the default in general terms and sufficiently clear, in the opinion of the Municipality to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

8. Employees and Labour Force

- 8.1 The Contractor agrees that the Municipality is not to be deemed the employer of the Contractor nor its personnel, employees, sub-contractors or officers under any circumstances whatsoever.
- 8.2 The Contractor is and shall remain at all times an independent contractor and not an employee or dependent contractor of the Municipality. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between the Contractor and the Municipality and/or the Contractor's Personnel and the Municipality.
- 8.3 The Municipality shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker's compensation insurance premiums for the Contractor and/or the Contractor's Personnel. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify the Municipality from and against any order, penalty, interest, taxes or contributions that may be assessed against the Municipality due to the failure or delay of the Contractor to make any such withholdings, remittances or registration, or to file any information required by any law and any and all costs incurred by the Municipality and associated with any such failures.
- 8.4 The Contractor shall be fully responsible for the Contractor's Personnel and shall indemnify the Client against any claims made by or on behalf of any of the Contractor's Personnel, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This section shall survive termination or expiry of this agreement and remain binding on the Contractor.
- 8.5 Should any overseer, supervisor, officer, employee or sub-contractor employed in connection with this contract give any just cause for complaint, the Municipality shall notify the Contractor, in writing, stating the reasons therefore and the Contractor shall take such actions as are deemed necessary to remedy the complaint. The Municipality reserves the right to request that the Contractor dismiss such persons from the works

associated with this contract forthwith and he/she shall not again be employed by the Contractor on any Municipality project without the written consent of the Municipality.

- 8.6 The Contractor shall employ only such workers, employees and sub-contractors who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall immediately remove from Municipality projects under this contract, any workers who shall be incompetent, disrespectful, intemperate, dishonest, inebriated or otherwise objectionable or neglectful in the proper performance of their duties or who neglects or refuses to comply with or carry out the directions of the Contractor as it relates to this contract agreement.

9. Smoking and Vaping

- 9.1 The Contractor, as their employees, supervisors, sub-contractors and officers must at all times abide by the Municipality's Smoking and Vaping By-Law and any Municipality policies regarding smoking and vaping as well as any and all provincial and federal regulations, when performing the services under the contract agreement.

10. Accessibility Regulations for Contracted Services

- 10.1 In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Section 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service provider's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:
- 10.1.1 How to interact and communicate with persons with various types of disability;
 - 10.1.2 How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
 - 10.1.3 How to use equipment that is available on premises that may help in the provision of goods and services;
What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and
 - 10.1.4 Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.
- 10.2 Contracted employees, third party employees, agents and others that provide customer service on behalf of the Municipality must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Municipality upon request.

10.3 The Contractor shall be aware of the policies adopted by the Municipality in accordance with Accessibility for Ontarians with Disabilities Act, as may be amended from time to time and will abide by all policies and regulations as they apply to the contract.

11. Working Safely

- 11.1 The Contractor shall agree to execute and abide by the Municipality's Occupational Health and Safety Compliance Form for Contractors, as attached to this contract as Schedule 'A'.
- 11.2 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services performed hereunder.
- 11.3 The Contractor agrees that any health and safety policies and precautions put in place by the Municipality will be recognized by the Contractor and the Contractor will abide by all such policies and precautions in the same manner as the public is expected to recognize and abide by same.
- 11.4 The Contractor shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to the Contractor's Personnel and all other persons who may be affected thereby.
- 11.5 When in Municipality buildings, facilities and workplaces, the Contractor agrees to abide by all Municipality Health and Safety Policies in force and effect.

12. Liability

- 12.1 The Contractor, his agents and all persons employed by him, or under his control including sub-contractors, shall use due care to ensure that no person or property suffers injury or loss (including death) and no rights are infringed, as a result of or by reason of the provision of the services.
- 12.2 Under this agreement the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights.
- 12.3 The Contractor shall defend, indemnify and hold harmless the Municipality and its officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kinds, arising out of or resulting from bodily injury, death or any person, or damage to real or tangible personal property, resulting from the Contractor's or the Contractor's Personnel's acts or omissions, and/or the Contractor's breach of any representation, warranty or obligation under this Agreement. The Municipality may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

13. Municipality Funds and Monies Due

- 13.1 All monies payable to the Municipality by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board of Canada (WSIB), as provided hereunder, may be retained out of any monies then due or which may become due from the said Municipality to the said Contractor under this or any other contract with the Municipality, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any court of competent jurisdiction, as a debt due to the Municipality and the Municipality shall have full power to estimate such sum even though the amount of such sum to be so retained may be ascertained.
- 13.2 All payments to the Contractor shall be made out of funds under the control of the Municipality in its public capacity and no member of the Municipality Council or any officer, employee or servant of the Municipality is to be held personally liable to the Contractor under any circumstances whatsoever.

14. Forfeiture of Contract

- 14.1 If the Contractor neglects or compounds with his creditors to commit any act of insolvency, or transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Municipality or if at any time the work or any part thereof without the consent of the Municipality or if at any time the work or any part thereof is, in the judgement of the Municipality, not executed or not being executed in a sound or workmanlike manner and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing in such manner as to ensure entire satisfaction, or to comply with any reasonable order the Contractor may receive from the Municipality, or if the Contractor shall persist in any course in violation of any of the provisions of the contract, after twenty-four (24) hours written notice from the Municipality to the Contractor, the Municipality shall have the full right and power, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice.
- 14.2 The Contractor upon receiving notice to that effect shall immediately cease said operations, or the part or parts thereof specified in the said notice, peaceably and the Municipality may assign the same to any other contractor, person or persons with or without previously being advertised.
- 14.3 The Municipality may consider any action necessary or advisable in order to secure the completion of the said contract to its satisfaction.
- 14.4 The Contractor and his surety shall be liable for all damages, expenditures, including additional costs of the services which may be incurred by reason thereof.
- 14.5 All of the powers of the Municipality with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

15. Permits, Licenses and Qualifications

15.1 The Contractor shall obtain, retain and pay for, at his own expense, all licenses, permits and qualifications required by law or statute or regulations made thereunder.

16. Compliance with Laws

16.1 The contractor shall comply with all Federal, Provincial and Municipality laws, statutes, regulations and by-laws.

16.2 The Contractor shall be solely responsible for payment of any fines levied due to violation of Federal, Provincial and Municipality laws, statutes, regulations and by-laws as they pertain to the performance of this contract.

17. Specifications

17.1 The Contractor agrees to provide uniformed By-Law Enforcement Officers

17.2 The Contractor will ensure that the by-laws of the Municipality, as they relate to the entirety of the Municipality of Arran-Elderslie will be enforced.

17.2.1 For greater certainty, the Contractor will enforce:

- The provisions of all by-laws requiring the issuance of tickets or certificates;
- The Property Standards By-Law;
- The Animal Regulating By-Law including the collection and delivery of dogs to the appropriate Animal Control facility; but
- Will not be responsible for the enforcement of the Zoning By-Law.

17.3 The Contractor will issue parking infraction notices, certificates of offence, warnings and orders in accordance with the approved by-laws of the Municipality and will furnish same to the Municipality within the required and statutory timelines.

17.4 The Contractor when performing Animal Control Services agrees to complete all requisite documents and paperwork required by the Municipality and Animal Control facility.

17.5 The Municipality will enact an Appointment By-Law which will authorize the Contractor to enforce the by-laws of the Municipality.

17.5.1 In order to facilitate this, the Contractor agrees to furnish to the Municipality the names and officer numbers of any employees, officers or sub-contractors who will be enforcing the by-laws of the Municipality.

17.5.2 The Municipality will ensure that the Appointment By-Law is filed with the Provincial Offences Court.

17.6 The Municipality permits the Contractor and/or the Contractor's Personnel to enforce the provisions of the Municipality's by-laws to the fullest extent of the by-law provisions.

- 17.7 The parties hereto hereby agree that each party will to the best of their ability and as appropriate, inform the other verbally or in writing with regard to any complaints, compliments and comments, as filed or reported.
- 17.8 The Contractor, in consideration of the health and safety of its officers, employees and sub-contractors, will issue and use any/all necessary Personal Protective Equipment (PPE), in order to carry out their duties. The Municipality will not be responsible for the cost, the use or the misuse of any PPE by the Contractor or the Contractor's Personnel.
- 17.9 The Municipality will in its sole discretion, defend any infraction notices, orders and certificates of offence which are challenged. This includes the supply of solicitors, paralegals, etc. to attend court. The Municipality reserves the right to cancel, withdraw, settle or otherwise dispose of any infraction notice, order and certificate of offence, whether or not it is challenged.
- 17.9.1 The Contractor agrees to provide Municipal Law Enforcement Officers to attend court and provide necessary statements and evidence related to the notices, offences and orders, as required.
- 17.9.2 The Contractor agrees to make, and furnish to the Municipality, such notes, documentation and photos as required for any investigations undertaken in the performance of services under this agreement. It is hereby agreed by the parties hereto that no infraction notice, order or certificate of offence will be given to the Municipality without the requisite officer notice and photos pertaining to the said infraction notice, order or certificate of offence.
- 17.10 The Contractor and Municipality agree to establish such administrative processes as will provide each party with the required information as it relates to the issuance of infractions, correspondence, warnings, orders, certificates of offence, the scheduling of court hearings, etc.
- 17.11 The Municipality will provide administrative support as needed, available and as it relates to the requirement to send notices, correspondence, orders, etc. in accordance with Municipality by-laws.
- 17.12 The Municipality will provide infraction notices, certificates of offence, templates, notebooks, a dog transport cage and ticket book holders for use by the Contractor in the performance of their duties. It is agreed that all items provided will continue to be the property of the Municipality and must be returned to the Municipality upon request and upon termination or cancellation of this agreement.
- 17.13 The Contractor will be permitted to affix the Municipality logo to vehicles provided by the Contractor for the provision of services under this agreement as long as the Contractor's logo is also prominently displayed on said vehicles. Alternatively, the Contractor may identify the vehicles with the title "Municipal Law Enforcement".
- 17.14 The Municipality will provide a non-dedicated workspace which may be used by the Contractor from time to time. The Municipality will not be required to provide the Contractor with a key to the building where the workspace is located nor will any

telephone or computer be provided. Access to Municipality files will be provided only as required and under the supervision of Municipality staff.

- 17.15 The Contractor will provide dispatch or a message reception services which are capable of accepting messages from individuals regarding by-law infractions.
- 17.16 If required, the Municipality will provide an email address which may be used by the Contractor in the performance of services under this contract.
- 17.17 The Contractor will provide 24 hours per week of by-law enforcement services.
- 17.18 The Municipality reserves the right to request additional hours from the Contractor in order to ensure that deadlines and requirements are met.
- 17.19 The Contractor will not incur hours in excess of 24 hours per week, as required herein, without the express permission of the Municipality. The Municipality will not be responsible for payment for any hours in excess of 24 hours per week, as required herein which are not previously approved by the Municipality.
- 17.20 The parties hereto agree to deliver to the court without delay, after processing and aging by the Municipality as required, all infraction notices and certificates of offence issued and other documentation as required.
- 17.21 The Contractor will provide such training to its employees, officers and sub-contractors as is required to ensure that offences and infraction notices issued and actions taken are accurate, complete and will be defensible if challenged in court.
- 17.22 The Municipality will provide assistance regarding best practices for writing infraction notices, orders, warnings, certificates of offence, interpretation of by-laws, etc.
- 17.23 The Municipality will provide training for the Contractor as required with regard to enforcement areas and expectations of the Municipality in the performance of by-law enforcement services.

18. Confidentiality

- 18.1 The Contractor acknowledges that in the course of providing the services under this agreement, the Contractor and/or the Contractor's Personnel may create or have access to information that is treated as confidential and proprietary by the Municipality.
- 18.2 "Confidential information" refers to any data or information relating to the business of the Municipality which would reasonably be considered to be proprietary to the Municipality including, but not limited to, accounting records, business processes, payment and law enforcement records. "Confidential information" also means all information data documents, agreements, files and other materials in whatever form including, without limitation, in written, oral, visual or electronic form, which is disclosed or otherwise furnished by the Municipality to the Contractor or the Contractor's Personnel in the course of the provision of services under this agreement, whether or not such information is marked confidential, that relates directly or indirectly to the Municipality's business, clients, residents, polices, services, and/or finances.

- 18.3 The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Municipality or as required by law.
- 18.4 The obligation to maintain confidentiality will apply during the term of this contract agreement and will survive indefinitely upon termination of this contract agreement.
- 18.5 All written and oral information and material disclosed or provided by the Municipality to the Contractor under this contract agreement which is considered to be confidential information will continue to be considered as such regardless of whether it was provided before or after the date of execution of this contract agreement or how it was provided to the Contractor.
- 18.6 The parties hereto agree that by executing this contract agreement, the parties, their heirs, successors, assigns, employees and officers are bound to maintain confidentiality as if each individual had executed the agreement.
- 18.7 The Contractor shall make every reasonable effort and take every reasonable precaution to ensure that the Contractor's Personnel are aware of and abide by the terms of this section of the agreement.
- 18.8 The Contractor will be solely responsible for any and all damages resulting from the unauthorized or improper use of confidential information by the Contractor or the Contractor's Personnel.

19. Ownership of Intellectual Property

- 19.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name that is developed or produced under this agreement, will be the sole property of the Municipality.
- 19.2 The use of the intellectual property by the Municipality will not be restricted in any manner.
- 19.3 The Contractor may not use the intellectual property for any purpose other than that contracted for in this agreement but may use the intellectual property for other purposes with the written consent of the Municipality.
- 19.4 The Contractor will be solely responsible for any and all damages resulting from the unauthorized use of the intellectual property.

20. Return of Property

- 20.1 Upon the expiry, termination or cancellation of this agreement, the Contractor will return to the Municipality any property, documentation, records and confidential information which is the property of the Municipality.

21. Payment

- 21.1 Except as otherwise provided in this contract agreement, all monetary amounts referred to in this agreement are in Canadian dollars.
- 21.2 The Contractor will be permitted to charge a penalty of 2.50%, compounded monthly on any outstanding amount.
- 21.3 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate not to exceed \$35.00 (thirty-five dollars) per hour plus HST.
- 21.4 A premium of \$10 (ten dollars) per hour plus HST will be charged for any hours of work performed on statutory holidays.
- 21.5 The Contractor will charge the Municipality \$200.00 (two hundred dollars) per month for dispatch or answering services provided by the Contractor under this agreement.
- 21.6 The Contractor will invoice the Municipality every 15 days.
- 21.7 The Municipality shall pay all undisputed fees within fifteen (15) days after the Municipality's receipt of the Contractor's invoice.
- 21.8 The Municipality shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable by the Municipality hereunder; provided that, in no event shall the Municipality pay or be responsible for any taxes, statutory withholdings, deductions or remittances, imposed on or with respect to the Contractor's income, revenues, gross receipts, or the Contractor's Personnel.

22. Term, Cancellation, Termination and Extension

- 22.1 The term of this agreement will begin on September 15, 2021 and end on September 14, 2022.
 - 22.1.1 Notwithstanding the term prescribed herein, the Contractor may be required to attend in court and/or at a hearing which takes place or continues beyond the end of the term to provide evidence or testimony.
 - 22.1.2 Where such attendance is required, the Contractor shall charge the Municipality at the hourly rate as prescribed herein.
- 22.2 In the event that either party wishes to terminate this agreement without cause prior to the end of the term, that party will be required to provide thirty (30) days' written notice to the other party.
- 22.3 The principles of mitigation apply to any damages owed for termination of this Agreement without required notice.
- 22.4 The term of this agreement may be extended or renewed under the terms of this agreement, if the parties agree to such renewal or extension in writing.
- 22.5 Violation of any of the terms of this agreement, in the sole discretion of the Municipality, may render this contract null and void and the contract may be immediately terminated if deemed by the Municipality to be the appropriate action.

23. Inclusion and Gender

23.1 Words in the singular mean and include the plural and words in the plural mean and include the singular

23.2 Words in the masculine mean and include the feminine and words in the feminine mean and include the masculine.

24. Governing Law

24.1 This agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario.

25. Severability

25.1 In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts being severed from the remainder of this agreement.

26. Entire Agreement and Amendment

26.1 This agreement, together with any other documents incorporated herein by reference, and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

26.2 Any amendment to this agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is in writing and signed by the waiving party. No waiver of any provision in this agreement shall be deemed or constitute a waiver of any other provision.

27. Enurement

27.1 This agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

28. Titles, Headings and Numbering

28.1 Titles and headings are inserted for the convenience of the parties only and are not to be considered when interpreting this agreement.

In witness whereof the parties hereto have set their hands and seals.

James Special Services Inc.

Municipality of Arran-Elderslie

Andrew James, President

Steve Hammell, Mayor

Date

Date

Witness

Christine Fraser-McDonald, Clerk

Date

We have the authority to bind the
corporation.

Schedule A
Municipality of Arran-Elderslie
Occupational Health and Safety Compliance Form for Contractors

The contractor shall provide and maintain the necessary first aid items and equipment as required under the First Aid Regulations of the Worker's Compensation Act and Occupational Health and Safety Act as applicable to the scope of work. This shall include but not be limited to the provision of an adequately maintained first aid kit which shall be present at the project or job site.

The contractor shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

The Contractor shall ensure that all work areas are secured in a safe manner so as to eliminate any injury or harm to workers or persons. The Contractor shall abide by all Occupational Health and Safety regulations and shall ensure proper safety attire and equipment is inspected and being used at all times. The Contractor shall not leave equipment or materials in such locations which would cause harm to any person, animal or thing.

Where any injury, accident or incident occurs on or about the work area, the Contractor shall immediately notify the Municipality of Arran-Elderslie and shall provide such documentation and follow up information as required by the Municipality.

The contractor hereby acknowledges by signing this form that he/she is aware of and shall view the Municipality of Arran-Elderslie Health and Safety Policy Document. The Contractor hereby acknowledges that the Municipality, when requested, shall be permitted to view the Health and Safety Policies of the Contractor and any firm or sub-contractor associated with the works.

 Name of Contractor / Firm (print)

 Signature of Contractor

 Date

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 54-2021

**Being a By-Law to Appoint a Municipal Law Enforcement
Officer to enforce the By-Laws of the
Municipality of Arran-Elderslie**

WHEREAS Section 15 of the *Police Services Act* R.S.O. 1990 c. P. 15 as amended provides that municipal councils may appoint persons to enforce the by-laws of the municipality and such municipal law enforcement officers are peace officers for the purpose enforcing municipal by-laws;

And WHEREAS Subsection 1 (3) of the *Provincial Offences Act* R.S.O. 1990 c.P.33 as amended, provides for the designation by the Minister of the Crown of any person or class of persons as Provincial Offences Officers for the purpose of all or any class of offences;

AND WHEREAS by Order dated July 30, 1984 and August 21, 1987, the Solicitor General has designated all employees of municipalities whose duties include the enforcement of municipal by-laws and persons appointed as Municipal Law Enforcement Officers under the *Police Services Act* as Provincial Offences Officers;

AND WHEREAS Section 226.1 of the *Residential Tenancies Act*, 2006 provides that a municipality may appoint inspectors for the purposes of enforcing the prescribed maintenance standards contained in Ontario Regulation 517/06.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. That the firm of James Special Services Inc. is hereby appointed as Municipal Law Enforcement Officer for the provision of Municipal Law Enforcement services for the purpose of enforcing the By-Laws of the Municipality of Arran-Elderslie.
2. That the firm of James Special Services Inc. is hereby appointed as an inspector for the purposes of enforcing the prescribed maintenance standards contained in Ontario Regulation 517/06 under the *Residential Tenancies Act*, 2006, while contracted by of the Municipality of Arran-Elderslie, and to perform all duties as may be directed from time to time.

READ a FIRST and SECOND time this 30th day of August, 2021.

READ a THIRD time and finally passed this 30th day of August, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 55-2021

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
SPECIAL COUNCIL MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD AUGUST 30, 2021**

WHEREAS by Section 5(1) of the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, grants powers of a Municipal Corporation to be exercised by its Council; and

WHEREAS by Section 5(3) of the *Municipal Act, S.O. 2001, c.25, as amended*, provides that powers of every Council are to be exercised by By-law unless specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Arran-Elderslie for the period ending August 30th, 2021, inclusive be confirmed and adopted by By-law.

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. The action of the Council of the Municipality of Arran-Elderslie at its special meeting held August 30, 2021 in respect to each motion and resolution passed, reports received, and direction given by the Council at the said meetings are hereby adopted and confirmed.
2. The Mayor and the proper Officials of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
3. The Mayor and Clerk, or in the absence of either one of them, the Acting Head of the Municipality, are authorized and directed to execute all documents necessary in that behalf, and the Clerk is authorized and directed to affix the Seal of the Corporation to all such documents.

READ a FIRST and SECOND time this 30th day of August, 2021.

READ a THIRD time and finally passed this 30th day of August, 2021.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk