



# MUNICIPALITY OF ARRAN-ELDERSLIE

## Council Meeting

### AGENDA

Meeting No. 1-2022  
Monday, January 10, 2022, 9:00 a.m.  
Council Chambers and via Teleconference  
1925 Bruce Road 10, Chesley, ON

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## **MUNICIPALITY OF ARRAN-ELDERSLIE**

### **Council Meeting**

### **MINUTES**

#### **Meeting No. 29-2021**

**Monday, December 13, 2021, 9:00 a.m.**

**Council Chambers and via Teleconference**

**1925 Bruce Road 10, Chesley, ON**

Council Present: Mayor Steve Hammell  
Deputy Mayor Mark Davis  
Councillor Doug Bell - Present Electronically  
Councillor Brian Dudgeon  
Councillor Melissa Kanmacher  
Councillor Ryan Greig  
Councillor Ryan Nickason

Staff Present: Sylvia Kirkwood - CAO  
Christine Fraser-McDonald - Clerk  
Julie Reid - Deputy Clerk  
Scott McLeod - Public Works Manager  
Tracey Neifer - Treasurer  
Carly Steinhoff - Recreation Manager  
Pat Johnston - Chief Building Official  
Laura Fullerton - Economic Development Coordinator

#### **1. Call to Order**

Mayor Hammell called the meeting to order at 9:00 am. A quorum was present.

#### **2. Adoption of Agenda**

Council passed the following resolution:

**29-467-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Greig

Be It Resolved that the agenda for the Council Meeting of Monday, December 13, 2021 be received and adopted, as distributed by the Clerk.

**Carried**

**3. Disclosures of Pecuniary Interest and General Nature Thereof**

**4. Adoption of Minutes of Previous Meeting(s)**

**4.1 November 22, 2021 Regular Council Minutes**

Council passed the following resolution:

**29-468-2021**

**Moved by:** Councillor Greig

**Seconded by:** Councillor Nickason

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held November 22, 2021.

**Carried**

**4.2 December 6, 2021 Special Council Minutes**

Council passed the following resolution:

**29-469-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Greig

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Council Session held December 6, 2021.

**Carried**

**7. Delegation(s)**

**7.1 Bruce County Public Library, Brooke McLean, Director, Library Services**

Brooke McLean made a presentation to Council.

She noted that they have received funding from the NWMO to purchase a 3D printer.

Online data base usage increased by 225%. There is unlimited access to over 7,000 newspapers.

The library continues to add to the physical collection as well.

They also have memory kits for those who are living with dementia.

Council thanked Brooke McLean for her presentation.

**7.2 Walkerton & District Hospital Foundation - Hayley Wilhelm**

The mandate of the Walkerton & District Hospital Foundation is to raise funds for medical equipment for the Walkerton Hospital.

The Walkerton & District Hospital Foundation has committed to raise \$485,000 for the purchase of a new mammography machine. The campaign is a one-year fundraising commitment.

The Walkerton & District Hospital Foundation is requesting that the Municipality of Arran-Elderslie consider funding a one-year commitment of \$20,000 towards the new Mammography Machine.

Council thanked Ms. Wilhelm for her presentation.

### **7.3 PSD - Asset Management Plan**

Mai Abdou and Imad Alvi gave a presentation to Council.

Arran-Elderslie needs a meaningful way to organize what it owns. It needs a way to understand what services we provide and to ensure accountability to our residents and stakeholders for the services they use.

After 2025, asset management plans must be updated at least once every 5 years, and every municipal council shall conduct an annual review of its asset management progress on or before July 1st. The asset management policy and plan should be posted to the municipal website.

Council thanked Ms. Abdou and Mr. Alvi for their presentation.

#### **29-470-2021**

**Moved by:** Councillor Greig

**Seconded by:** Councillor Dudgeon

Be it Resolved that Council receives the Arran-Elderslie Asset Management Plan, 2022 O.Reg. 588/17 Compliant for information purposes.

**Carried**

### **7.4 Saugeen Valley Conservation Authority - Budget Presentation**

Jennifer Stephens, General Manager of Saugeen Valley Conservation Authority, presented the 2022 budget to Council.

Conservation Authorities have been monitoring and collecting watershed information for decades. They provide timely and appropriate flood forecasting and warning for watershed residents, municipalities, and the media. They also collect and interpret knowledge about groundwater, surface water, and aquatic ecology of SVCA's watershed.

Conservation Authorities assist watershed residents in acquiring the knowledge, skills and commitment to make informed decisions and constructive actions concerning the wise use of our natural resources.

The general levy for 2022 is \$3,435,625. It was \$3,051,325 in 2021. This means that the change in Arran-Elderslie's levy for 2022 is \$2,650 which is a 0.048% change from 2021.

Subsequent to further discussion, Council passed the following resolution:

**29-471-2021**

**Moved by:** Deputy Mayor Davis

**Seconded by:** Councillor Nickason

Be it Resolved that Council hereby accepts the Saugeen Valley Conservation Authority 2022 Draft Budget and further directs staff to send a copy of this resolution to the Conservation Authority.

**Carried**

**8. Correspondence**

**8.2 For Information**

Subsequent to further discussion, Council passed the following resolution:

**29-472-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Councillor Greig

Be It Resolved that the Council of the Municipality of Arran-Elderslie receives, notes, and files correspondence on the Council Agenda for information purposes.

**Carried**

**9. Staff Reports**

**9.2 Finance**

**9.2.1 SRFIN.21.46 Fees and Charges By-Law for 2022**

**29-473-2021**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Nickason

Be It Resolved that Council hereby,

1. Approve the recommended changes to the Fees and Charges as attached as Appendix A; and
2. Direct Staff to prepare a by-law to establish Fees and Charges for 2022

**Carried**

#### 9.2.2 SRFIN.21.47 Draft 2022 Operating and Capital Budget

Treasurer, Tracey Neifer, responded to questions from Members of Council.

She noted that the team was faced with a few challenges this year, first with the implementation of the new financial management (FMW) budget software that streamlined the preparation of the operating and salary budgets; second, assessing what a “normal” operating year looks like assuming services return to pre-pandemic status; and third, the finalization of the Asset Management Plan that became an instrumental component in identifying capital priorities for 2022. In keeping with the 2022 Budget Timeline, staff submitted their operating budgets on November 19th, which was followed with meetings represented by the Department Manager, Treasurer and CAO. The meetings provided an opportunity to address inflationary or program changes, and new initiatives being proposed.

The Budget Report presented includes the Operating and Capital Budgets proposed for 2022, with comparative data for 2021 as of December 3rd, noting that the figures are draft as the regular month end reviews for the fourth quarter have not yet been completed. The budget has been prepared with a focus on the following areas:

Taxation Highlights – a review of assessment and tax rates.  
 Operating Budget – Overview by Key Service Area – a summary of the budget.  
 Building Services – fully funded through building permit fees.  
 Municipal Services – funded by taxation and user fees.

The budget has been prepared based on the following considerations and assumptions:

- A review of September 30th annualized results and 2021 Budget, plus a review of historical trending for the past 3 years
- Fire services call volume remains similar to current trends
- 1.75% wage rate increase, following Arran-Elderslie’s collective agreement for union employees. This has also been applied to Fire Fighters, Non-Union, Council Members and Students

- 3% inflation on materials and supplies
- 14% increase on hydro, based on a report from LAS with a review of 2021 usage and expected electricity costs; streetlights have a proposed 6% increase
- Inclusion of direct costs attributed to Covid-19 pandemic – administrative and PPE
- Assumption that training, education, and conferences will resume in 2022
- Budgetary increases as specified in agreements or through shared service arrangements, such as Bruce Area Solid Waste Recycling, Conservation Authorities, Saugeen Mobility and Regional Transit, and Fire Service Agreements. Where information was not available, a 3% inflation factor was used to prepare the 2022 budget.

The Management Team, through their budget meetings, strived to bring forward a balanced budget, that also considered the added costs for new initiatives, and the ever-challenging inflationary and contract increases, while keeping proposed tax rate or tax levy increases to a minimum. Inflation rates have seen an increase in 2021 as compared to 2020, with 2020 ranging from 2.1% in January to 0.7% in December, and 2021 started the year at 1.1% steadily increasing over the past 10 months to 4.9% in October.

Several options were considered for application to the 2022 Operating Budget. The balance of the report presents a 2022 Operating Budget inclusive of a 3.0% Tax Rate Increase. Further review and adjustment are needed, as the true increase required to balance the budget is a 5.5% tax rate increase. Staff are investigating initiatives, such as corporate fuel rates with local vendors, insurance deductibles and premium impacts, and departmental line items that can be further refined.

The municipal budget for operations in 2022 reflects an increase of \$509,656 which requires a tax rate increase of 5.5% to provide a balanced budget. As staff are continuing to work to find savings and efficiencies, the budget has been prepared with a 3.0% tax rate increase, thus requiring further reductions of \$232,132.

Subsequent to further discussion, Council passed the following resolution:

**29-485-2021**

**Moved by:** Deputy Mayor Davis

**Seconded by:** Councillor Dudgeon

Be It Resolved that Council hereby,

1. Receives the Draft 2022 Operating and Capital Budget; and
2. That Staff continue to refine the budget to address efficiencies and costs savings;
3. That the revised 2022 Operating and Capital Budget be presented to Council in January to support the adoption of the 2022 Tax Rate Bylaw; and
4. That prior to Council adopting the 2022 Operating and Capital Budget, staff have the authority to purchase goods or services required on a recurring basis for the day-to-day operations of the Municipality, without the prior approval of Council.

**Carried**

#### **29-486-2021**

**Moved by:** Councillor Greig

**Seconded by:** Councillor Kanmacher

Be It Resolved that Council hereby,

1. Awards the 2022 insurance renewal to Intact Public Entities; and
2. That the VFIS Policy coverage for Volunteer Fire Fighters continues with AON; and
3. That staff arrange for a presentation from Intact Public Entities to Council at an upcoming Council meeting.

**Carried**

### **9.3 Public Works**

#### **9.3.1 SRW 21-44 Ministry Drinking Water Inspections**

Works Manager, Scott McLeod discussed the report and responded to questions from Members of Council.

### **9.4 Building/Bylaw**

### **9.5 Facilities, Parks and Recreation**

### **9.6 Emergency Services**

#### 9.6.1 SRF.2021.05 Open-Air Burning By-law No. 19-2021 Revision

Fire Chief, Steve Tiernan, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

#### **29-474-2021**

**Moved by:** Councillor Greig

**Seconded by:** Deputy Mayor Davis

Be It Resolved that

1. Council directs Staff to prepare an amending by-law to the Open-Air Burning By-law No. 19-2021 addressing agricultural burn permits, at the next available Council meeting.

**Carried**

### **9.7 Economic Development and Planning**

#### 9.7.1 SRECDEV-21-11 2021 Economic Development Annual Report

Economic Development Coordinator, Laura Fullerton, responded to questions from Members of Council.

### **10. Reports of Members**

#### Davis:

Deputy Mayor Davis had nothing to report.

#### Bell:

Councillor Bell noted that it was good to be back at Council following his surgery.

#### Dudgeon:

Councillor Dudgeon had nothing to report.

#### Greig:

Councillor Greig noted that there is another Grey Sauble Conservation Authority meeting. He has received questions regarding facilities and recreation and COVID-19. He noted that there were problems with the Post Office in Allenford.

#### Kanmacher:

Councillor Kanmacher noted that she attended a Teeswater Bridge meeting, a Chamber meeting with an Arran-Elderslie Youth Council member, and a library staff meeting regarding the second floor refurbishment. The Paisley Legion has proposed that the Arran-Elderslie Youth Council be able to meet there once a



month, attended all Christmas Parades, and another new business is opening in Paisley.

Nickason:

Councillor Nickason attended a BASWR meeting and there are ongoing problems with the old service station in Allenford.

Hammell:

Mayor Hammell attended the Chesley and Tara Christmas parades, and attended an update from the South Grey Health Services regarding the closures of Emergency Rooms in Chesley and Durham as there is not enough nursing staff available. If there is an update from the Province regarding COVID-19, there could be an Emergency Management Meeting.

## **12. Other Business**

### **12.1 Motion - Chesley Place**

Subsequent to further discussion, Council passed the following resolution:

**29-475-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Councillor Greig

Whereas the Municipality of Arran-Elderslie supports the need and provision of affordable housing and alternative forms of housing in the Municipality;

Whereas the Municipality is supportive of assisted living facilities;

Whereas the Municipality is supportive of Chesley Place an existing assisted living facility;

Whereas the Municipality is aware of the concerns raised by members of Chesley Place of the need for additional supports, i.e., social servicing programming, etc.;

Whereas the Municipality is limited in the resources that it can provide to the facilities;

Now therefore be it resolved that Council support the request to consider recommending additional supports to assisted living facilities, in particular, Chesley Place and shall provide the request in writing to the appropriate Ministry responsible for the legislation and provide a copy to the Rural Ontario Municipal Association; and

That a copy of this Motion be provided to the Honourable Merrilee Fullerton, Ontario Minister of Children, Community and Social Services.

**Carried**

## **12.2 Motion - Arran-Elderslie Youth Council**

Council requested clarification on the benefits of this proposal.

Subsequent to further discussion, Council passed the following resolution:

### **29-476-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Councillor Nickason

Whereas on December 13, 2021 staff report SRFIN.21.47 Draft 2022 - Operating and Capital Budget is being presented to Council for consideration;

Whereas staff recommend the proposed budget be refined to address efficiencies and cost savings and a revised 2022 Operating and Capital Budget be presented in January 2022;

Whereas Schedule E in staff report SRFIN.21.47 outlines organizations that are seeking funds to be granted in 2022 under the Grant and Donation Policy;

Whereas the Municipality has been requested to consider an additional funding request of \$22,500 for Trinity Theatre, a charitable organization founded in 1982, that provides youth led leadership programs that connect youth with their communities;

Whereas, in 2019 Arran-Elderslie approved the formation of the Arran-Elderslie Youth Council in keeping with the Economic Development Goals for 2019-2020 to develop youth engagement opportunities;

Whereas, Trinity is a partner with the Municipality of Arran-Elderslie to provide support and guidance to the AE Youth Council with their extensive experience in youth leadership and community awareness;

Whereas Trinity is funded in part through various grants, volunteering and staff support, they are seeking additional funds to continue to enhance their municipal wide programming in 2022;

Whereas Trinity is seeking approximately \$22,500 in funding support from Arran-Elderslie in 2022 to continue to provide a municipal wide Arran-Elderslie Youth Council program;

Whereas staff shall include this request for consideration under the Grant and Donation section in the final 2022 Operating and Capital Budget for Council consideration that will be brought forward in January, 2022.

Now therefore be it resolved that Council support the request to consider the additional Grant and Donation funding of \$22,500 in the 2022 Budget process for Trinity Theatre to support Arran-Elderslie Youth Council and the ongoing youth-led leadership programs for the Municipality.

**Carried**

### **12.3 Motion - Dog Owner's Liability Act (DOLA)**

Subsequent to further discussion, Council passed the following resolution:

**29-477-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Councillor Greig

Whereas on August 29, 2005, the Province of Ontario passed legislation under the Dog Owners Liability Act, R.S.O. 1990, c.D.16 (DOLA) to prohibit specific dogs breeds in the Province the Province of Ontario;

Whereas the legislation states that no person shall own, breed, transfer, abandon or import a pit bull, nor allow one to stray, nor train a pit bull for fighting;

Whereas the legislation states that a “pit bull” includes a Pit Bull Terrier, a Staffordshire Bull Terrier, an American Staffordshire Terrier, an American Pit Bull Terrier, or a dog that has an appearance and physical characteristics that are substantially similar;

Whereas it is alleged that if a dog is deemed a Pit Bull the onus of proving that the dog is not a Pit Bull lies on the owner of the dog. In the absence of evidence to the contrary, a veterinarian’s certificate attesting that a dog is a Pit Bull is evidence of that fact;

Whereas many dog breeds or mixed dog breeds can have the appearance and physical characteristics that a substantially similar to banned breeds noted above;

Whereas consideration should be made to the legislation to be less ambiguous and provide municipalities that are given the responsibility to enforce the legislation the necessary tools to establish breed specifics, i.e., use of DNA evidence, or proof of breed is the responsibility of the owner subject to the satisfaction of the municipality;

Whereas providing such tools may eliminate costly litigation to the taxpayer and aide in the enforcement of the legislation;

Now therefore be it resolved, that Council support the request to consider recommending modifications to the current legislation and providing the

request in writing to the appropriate Ministry responsible for the legislation and a copy provided to the Rural Ontario Municipal Association; and

That a copy of this motion be provided to the Honourable Sylvia Jones, Solicitor General of Ontario.

**Carried**

#### **14. By-laws**

##### **14.1 By-law 76-2021 - Procedure By-law**

Council passed the following resolution:

**29-478-2021**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Greig

Be It Resolved that By-law No. 76-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 76-2021 being a By-law to to govern the proceedings of Council, the conduct of its members and the calling of meetings and to provide for procedures and statutory requirements in accordance with the Municipal Act.

**Carried**

##### **14.2 By-Law 77-2021 Amend Emergency Response Plan**

**29-479-2021**

**Moved by:** Councillor Greig

**Seconded by:** Councillor Nickason

Be It Resolved that By-law No.77-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 77-2021 being a By-law to Amend the Emergency Response Plan for the Municipality of Arran-Elderslie.

**Carried**

**14.3 By-Law 78-2021 Authorize the Execution of an Agreement with the Chesley Community Players**

**29-480-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Deputy Mayor Davis

Be It Resolved that By-law No. 78-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 78-2021 being a By-Law to Authorize the Execution of an Agreement between the Municipality of Arran-Elderslie and the Chesley Community Players for use of the theatre known as the Bijou Theatre located at 108 First Avenue South in the Town of Chesley.

**Carried**

**15. Closed Session (if required)**

The Mayor advised that Council go into Closed Session at 12:36 p.m. for the purpose of matters identified in the motion below.

**29-481-2021**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Kanmacher

*Be It Resolved*, That the Council of the Municipality of Arran-Elderslie does now go into closed session to discuss an item(s) which relates to:

- ( ) the security of the property of the municipality or local board
- ( ) personal matters about an identifiable individual, including municipal or local board employees
- ( ) proposed or pending acquisition or disposition of real property
- ( ) labour relations or employee negotiations
- ( ) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board
- ( ) advice that is subject to solicitor-client privilege, including communications necessary for that purpose
- ( ) a matter in respect of which a council, board, committee or other body has authorized a meeting to be closed under another act
- ( ) education or training of members of Council

Staff Authorized to Remain:

Item 1 - Clerk, Christine Fraser-McDonald

Item 2 - Clerk, Christine Fraser-McDonald, CAO, Sylvia Kirkwood

**Carried**

**16. Resolution to Reconvene in Open Session**

Mayor Hammell confirmed that Council discussed only those matters identified in the above motion.

Council passed the following resolution:

**29-482-2021**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Nickason

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 1:12 p.m.

**Carried**

**17. Adoption of Closed Session Minutes**

Council passed the following resolution:

**29-483-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Greig

Be It Resolved; that Council of the Municipality of Arran-Elderslie adopt the minutes of the Closed Session dated December 6, 2021.

**Carried**

**18. Adoption of Recommendations Arising from Closed Session (If Any)**

Council passed the following resolution:

**29-484-2021**

**Moved by:** Deputy Mayor Davis

**Seconded by:** Councillor Dudgeon

Be it Resolved that Council hereby directs that CAO Sylvia Kirkwood's probation has been completed and further that she be moved to Step 4 on the Pay Band (indexed to 2022) as of January 1, 2022.

**Carried**

**19. Confirming By-law**

**19.1 Confirming By-law 79-2021**

Council passed the following resolution:

**29-487-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Deputy Mayor Davis

Be It Resolved that By-law No. 79-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 79-2021 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, December 13, 2021.

**Carried**

**20. Adjournment**

Council passed the following resolution:

**29-488-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Dudgeon

Be It Resolved that the meeting be adjourned to the call of the Mayor at 5:35 p.m.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



## **MUNICIPALITY OF ARRAN-ELDERSLIE**

### **Council Meeting**

### **MINUTES**

#### **Meeting No. 30-2021**

**Wednesday, December 15, 2021, 7:00 p.m.**

**Council Chambers and via Teleconference**

**1925 Bruce Road 10, Chesley, ON**

Council Present: Mayor Steve Hammell  
Deputy Mayor Mark Davis  
Councillor Doug Bell - Present Electronically  
Councillor Brian Dudgeon  
Councillor Melissa Kanmacher  
Councillor Ryan Greig  
Councillor Ryan Nickason

Staff Present: Sylvia Kirkwood - CAO  
Christine Fraser-McDonald - Clerk  
Julie Reid - Deputy Clerk - Present Electronically  
Scott McLeod - Public Works Manager  
Tracey Neifer - Treasurer  
Carly Steinhoff - Recreation Manager  
Pat Johnston - Chief Building Official  
Laura Fullerton - Economic Development Coordinator

#### **1. Call to Order**

Mayor Hammell called the meeting to order at 9:00 am. A quorum was present.

#### **2. Adoption of Agenda**

Council passed the following resolution:

**30-489-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Kanmacher

Be It Resolved that the agenda for the Special Council Meeting of Wednesday, December 15, 2021 be received and adopted, as distributed by the Clerk.

**Carried**



### 3. Disclosures of Pecuniary Interest and General Nature Thereof

None.

### 4. Public Meeting(s)

#### 4.1 DRAFT 2022 Budget Presentation

Treasurer, Tracey Neifer, gave her presentation.

The objective of the meeting is to present management's departmental priorities for 2022. This is a summarized version of the report that was presented to Council at its regular Council meeting on December 13, 2021.

The next step after tonight is to bring back a final budget to Council for final approval in January/February, 2022.

Council thanked the Treasurer for her presentation.

Jennifer Christie asked how the carry-over projects compare to a typical year.

Mayor Hammell adjourned the Public Meeting.

### 5. Confirming By-law

#### 5.1 By-Law No. 80-2021 Confirm Proceedings of the December 15th, 2021 Council Meeting

Council passed the following resolution:

**30-490-2021**

**Moved by:** Councillor Kanmacher

**Seconded by:** Deputy Mayor Davis

Be It Resolved that By-law No. 80-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law No. 80-2021 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Wednesday, December 15, 2021.

**Carried**

### 6. Adjournment

**30-491-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Kanmacher

Be It Resolved that the meeting be adjourned to the call of the Mayor at 8:10 p.m.

**Carried**

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



## **MUNICIPALITY OF ARRAN-ELDERSLIE**

### **Special Council Meeting**

### **MINUTES**

#### **Meeting No. 31-2021**

**Wednesday, December 22, 2021, 1:00 p.m.**

**Council Chambers and via Teleconference**

**1925 Bruce Road 10, Chesley, ON**

Council Present: Mayor Steve Hammell  
 Deputy Mayor Mark Davis - Present Electronically  
 Councillor Doug Bell - Present Electronically  
 Councillor Brian Dudgeon - Present Electronically  
 Councillor Melissa Kanmacher - Present Electronically  
 Councillor Ryan Greig - Present Electronically  
 Councillor Ryan Nickason - Present Electronically

Staff Present: Sylvia Kirkwood - CAO  
 Christine Fraser-McDonald - Clerk - Present Electronically  
 Tracey Neifer - Treasurer - Present Electronically

#### **1. Call to Order**

Mayor Hammell called the meeting to order at 1:00 p.m. A quorum was present.

#### **2. Adoption of Agenda**

Council passed the following resolution:

**31-492-2021**

**Moved by:** Councillor Nickason

**Seconded by:** Deputy Mayor Davis

Be It Resolved that the agenda for the Special Council Meeting of Wednesday, December 22, 2021 be received and adopted, as distributed by the Clerk.

**Carried**

#### **3. Disclosures of Pecuniary Interest and General Nature Thereof**

None.

#### **4. New Business**

##### **4.1 South Bruce Grey Health Centre Announcement**

Council directed staff to prepare a letter to the Hospital Board.

Council also directed staff to request a delegation from the Board Chair and CAO of the SBGHS for the January 10, 2022 Council meeting.

Subsequent to further discussion, Council passed the following resolution:

**31-493-2021**

**Moved by:** Councillor Bell

**Seconded by:** Deputy Mayor Davis

Whereas, on December 20, 2021, the South Bruce Grey Health Centre (SBGHC) released an announcement regarding the reduction in hospital services due to nursing shortages;

Whereas, due to workplace demands as a result of the ongoing COVID 19 pandemic there continues to be an overall shortage of available registered nurses in the Province of Ontario;

Whereas, the Province of Ontario is responsible for the provision of Health Care Services in Ontario;

Whereas, the rural health care system is even more strained due to the shortage of doctors and nurses and other medical professionals;

Whereas, due to recent nursing departures in SBGHC, the Centre will be faced with even more challenges during the holiday season;

Whereas, SBGHC has determined that alternatives related to staffing shortages needs to be considered to address the health care crisis;

Whereas, upon review it was recommended that two measures be implemented: the first being the reduction of the Emergency Room hours at Walkerton Hospital and the second being the modifications to the Chesley inpatient unit;

Whereas, the Chesley Hospital Emergency Room hours have been reduced for over 2 years and the reduction in Walkerton may result in difficulties for patients to attend alternative hospitals if emergency care is needed overnight;

Whereas, these reductions continue to put a health care strain on rural communities such as Brockton, Hanover, and the Municipality of Arran-Elderslie;

Whereas, it has been recommended that the Province be requested to undertake a third-party review of these recommendations to ensure that other alternatives be considered rather than reducing services;

Whereas, the Municipality of Arran-Elderslie strongly opposes any reduction in service levels at the facilities in Chesley and Walkerton and

further request that the Ministry of Health and Long-Term Care for the Province of Ontario intervene to find an immediate solution for the staffing shortages and ensure consistent service levels for residents of Arran-Elderslie and Brockton.

And further that the Council of the Municipality of Arran-Elderslie opposes the negative impacts on first responders including the OPP, paramedics and local fire departments.

Now therefore, Be It Resolved, that Council support the request for the Province to consider conducting a third-party review at their own expense of these local health crisis measures, and send a copy of this motion to MPP Bill Walker Bruce Grey Owen Sound, MPP Lisa Thompson Huron Bruce, and Ontario Health Minister Christine Elliot, County of Bruce, County of Grey and the Municipalities of Brockton and Hanover.

**Carried**

## **5. Confirming By-law**

### **5.1 By-law 81-2021 - Confirming By-law**

Subsequent to further discussion, Council passed the following resolution:

**31-494-2021**

**Moved by:** Deputy Mayor Davis

**Seconded by:** Councillor Nickason

Be It Resolved that By-law No. 81-2021 be introduced and read a first, second and third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation, and engrossed in the By-law Book.

By-law 81-2021 being a By-law to confirm the proceedings of the Special Council meeting of the Municipality of Arran-Elderslie held Wednesday, December 22, 2021.

**Carried**

## **6. Adjournment**

**31-495-2021**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Greig

Be It Resolved that the meeting be adjourned to the call of the Mayor at 1:57 p.m.

**Carried**

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

**Presentation to Municipality of Arran-Elderslie Council – January 10, 2022**

Carolyn Hodgins and myself, Judy MacKinnon wish to thank you for the opportunity to speak to you today on behalf of the Friends of the Treasure Chest Museum, Paisley, Ontario.

It has been almost 2 years since we spoke last to you but we do appreciate your assistance in the paying of the bills and answering some of our requests.

The year 2019 was a good and busy year at the Museum—always interesting, challenging and the rewards are the people who visit and support our various activities. As we have said in the past, we are a small group of Volunteers who are MIGHTY in time, energy, food, and money donated to do the little things at the Museum to provide programmes to meet the needs of the community.

Our summer student in 2019 was Noah Eke, set up displays, answered queries and helped organize programmes. Maryse Gaudet also greeted visitors and works on the donation list. At the end of summer, The Friends had a luncheon for Noah and wished him all the best in the future.

At the Museum, in 2019, Family and friends helped us providing their time and talent for our events. January, February and March, the Friends held luncheons with euchre which were well attended. There was lots of chatter, good food and fun which helped beat the winter blahs. Trivia nights are always fun and lots of laughter in testing the participants “knowledge”.

In February , we also opened the Museum for Family Day to view the many scrapbooks that contain a wealth of information of the area.

May, the Museum opened for the coming 2019 season with a Garage Sale which proves interesting . Over the summer, Noah was busy answering queries, greeting the visitors from far and wide , helped with Pioneer day in July. Brian Beech, Ed and Heidi Maxwell and Dorothy Hinchcliffe showed their skills. In August , the Friends served lunch at the celebration of life for Donald Becker to his family and friends. The late Donald Becker is a grandson of Norman and Ina Hagedorn.

Simon and Lily Orchard and Samuel Rowe are now “regular greeters” to the Museum. These are wooden characters whom we have out front to “say Hello” to our visitors. Also the Historic banners that used to hang on hydro poles in Paisley are now at the Museum and were displayed on the side of the Museum for the summer months.

September brings the Paisley and Area Agricultural Fall Fair. The Museum set up a quilting bee along with a display of historical artifacts and answered questions pertaining the Museum. We had children try their hand at quilting which was great to see.

The Friends thanked Sadhana Prasad and Carly Steinhoff for their assistance in applying for



Page 2

"Engaging Rural Seniors' Grant to help with programmes for the Museum. The grant was for \$3977.40 and ran for October 1, 2019 till March 31, 2020 . We received \$3181.92 originally with a holdback of \$795.48 which we would receive at the end of the programme in March. However they extended the time to December 31, 2020 due to Covid19 , but we were unable to finish programmes so we had to return \$787.47 which was the balance left from the \$3181.92.

In October , the Friends catered to a 90<sup>th</sup> Birthday party for Mrs. Sheila Orchard of Markdale. She is a "feisty" lady and enjoys the Museum and wanted to have her party here. She spoke at our Remembrance program in 2018.

We also held a "Alzheimer Coffee Break" with proceeds to Grey-Bruce Alzheimer Society. Also another Trivia Night was held with prizes donated by Keiser Orchards and Friends.

In November, Pat Kelly, Barrister told of stories, he has researched on World War 11. We thank Carly for arranging the power point projector and screen. A donation was made to Royal Canadian Legion, Paisley Branch 295 .

December 7<sup>th</sup> was the 2<sup>nd</sup> Annual Christmas Tour. The homes toured-Dan and Jane Hettrick, Craig Hewitt, Joanne Craddock, Mike Barnell and Martine Cote-Barnell, Melissa and Kevin Kanmacher and Brad and Melanie Pyke. This event was well attended and even our Mayor was able to attend this one. The Friends again served soup, biscuits and Christmas treats as lunch at the Museum. It is a lot of work, organizing but very rewarding for the Friends with the money (\$1440.00) going to a much needed addition. A special visitor to lunch was SANTA CLAUS with a cheque of \$1101.00 from the estate of Richard Mackey. What a surprise !!! Richard passed away in 2018 and he had said any of pioneer tools sold, the money was to go to the Pioneer group that Jerrold Beech and Ed Maxwell belong to for them to disperse.

June and December have seen the Grades 2 and 3 from Paisley Central School visit us. They have fun doing pioneer activities and we thank the School for their support.

In December, The Grinch told everyone at the Paisley Late-Night Shopping to visit the Museum . At 2019 and 2020, we had a total of over 100. Some Christmas shoppers have never been to the Museum before so it is good PR for us.

(on a note, This summer, just before we opened officially, I was doing some work at the Museum and a chap came to the door to see if they could come in. It was a family of 4 from the city. I took the liberty to say "Yes" . The father was from United Arab Emirates originally and his little boy told me was "born" in Canada. The Dad was most interested in the artifacts as it was all New to him. So I am glad to let them through.)

In 2020, the Friends had 3 successful luncheons and euchre again. These are always fun and the Friends prepare food to "suit the occasion". In January, Constable Kevin Martin of the OPP spoke to our visitors on the Scams. It was most interesting and lots of questions for him.



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We also had booked a speaker from the Health Unit to talk on "Ticks" but Bruce County Snow storm cancelled that and then Covid hit and that was then end of our speakers for 2020.

Our writers' group continued to meet also until Covid 19 as well. During Covid 19 the Volunteers continued updating of files, cataloguing, check on messages, answered queries. Some of our new artifacts: the safe from Stark's Mill, all wooden washing machine from Elderslie Township, postal cabinet and banker's desk from Tara, Krug banner from Chesley, Brick from the Paisley Inn, 2 cabinets from Old Paisley library, jewellery cabinet from Shoemakers of Paisley, handmade table from Ebenezer, diaries, photos and small articles.

In July 2020, the Museum and Tourist Centre opened with Maya Bellamy as the Summer Student to Welcome visitors to the Museum and answer queries on places to visit. A group of home schooled children from Belmore to Durham came for their pioneer activity in August.

The Friends thank Carly Steinhoff, Manager, Facilities, Recreation and Parks and the help from the Arena Staff. The Arena Staff put up the "Barn Quilts" on the front of the Museum.

A BIG THANK YOU THE COUNCIL AND CARLY FOR GETTING THE MUCH NEEDED SHED FOR THE MUSEUM. We thank Council for paying for the cement pad, Gibbons Construction for the preparation work, Stinson Bros. for Hydro installation and to our Visitors to support our activities plus donations The Friends had received for the addition.

You will be pleased to know that we have many things in the shed already and even though we wanted it attached to the Museum with the cement pad where it is, it is good. We do have a small wish list: 1) Computer upgrade; 2) weather stripping as doors show light; 3) crash doors for fire escape; 4) road grader painted; 5) outdoor water tap; 6) pad for Dunblane school Bell.

The collection of history and artifacts of the Municipality of Arran-Elderslie and area is one of a kind. The visitors are in complete "awe" of the items like: agricultural, military, crocks, bath sets, sports, train station items, period clothing, beautiful glassware and the archives. We are constantly complimented on how well organized and tidy the Museum is. Thanks to the Volunteers and Students.

REMEMBER THIS WAS ONE MAN'S DREAM TO SAVE AND SHARE----MEMORIES OF YESTERYEAR AND RECORD THE WAY OF LIFE NOW PAST.

Thank you again,  
Eldon and Judy MacKinnon  
Carolyn Hodgins  
Brian and Edith Beech  
Cathy and Owen Parsons  
Ken and Carol Anderson

Maryse Gaudet  
Mary Cumming  
Dale and Sheryl Steinhoff  
Reta Davis  
Deborah MacDonald

January 5, 2022

**SENT BY EMAIL TO:**

Mayor and Members of Council  
The Municipality of Arran-Elderslie  
1925 Bruce Road 10, Box 70  
Chesley, ON N0G 1L0

**Attention: Christine Fraser-McDonald, Clerk**

Dear Ms. Fraser-McDonald:

**Re: Report of the Integrity Commissioner**

Please accept this letter as my report to Council, covering my work for the Municipality since my report of June 14, 2021.

**Advice and Inquiries**

I have received no requests for advice or inquiries, over the past seven months.

**Recurring Issues**

I want to take this opportunity to review with Council my approach to two issues that I find myself dealing with on a regular basis; anonymous complaints and the recording of confidential information in a closed meeting.

In a recent report for another municipality where I have been appointed Commissioner, I explained my approach to anonymous complaints.

Speaking for myself, to identify or not to identify the complainant is one of the first questions that needs to be answered when a complaint is received. Leaving aside instances where the particular Code of Conduct requires the disclosure, in my view, the answer turns on whether it is necessary that the respondent know the identity of the complainant so as to be able to make a “full answer and defence” to the allegations. If so, generally speaking, the respondent should be told the name of his or her accuser. An example might be a complaint of bullying or intimidation against a person.

On the other hand, if the identity of the complainant is not material to the specific allegation and withholding his or her identity does not in any way prejudice the respondent’s ability to respond, generally speaking, the name should not be revealed. For example, allegations of conflict of interest or improper use of municipal resources would usually not require the

respondent to know the name of the accuser; there either was a conflict or an improper use of a resources or there wasn't. ... I believe that this approach best balances the obvious need for protection of a "whistle blower" against the right of a respondent to properly answer the complaint.

On confidential information in the context of closed meetings, I explained to a Municipal Clerk:

As you know, under section 239(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "Act"), subject to the exceptions in section 239(2), all meetings of Council shall be open to the public. The Act provides no guidance as to the actual methods or mechanics of ensuring that information discussed or used in the closed session part of the meeting is kept confidential.

What is clear from both the Act and the Procedural By-law is that, in certain circumstances, the public may be excluded from meetings of Council, and that anything discussed in the closed part of a meeting of Council must be kept confidential. As well, all printed confidential materials distributed at the meeting must be returned to the Clerk at the end of the meeting for destruction. What is less clear, however, is whether or not members of Council are at liberty to take notes of the discussions, either by hand in a hard copy or digitally.

On the one hand, the taking of notes, in whatever form, in a closed meeting discussion does not, in and of itself, constitute a breach of the prohibition against disclosing or discussing information that has been discussed in a closed session. Moreover, it is entirely plausible that the member is taking the notes solely for his or her own purposes, as a record of the discussion for use as a memory aid; the purpose of the recording does not necessarily portend disclosure.

On the other hand, I can think of several reasons why the practice of recording the discussion is a bad practice. First, if there were to be an improper disclosure, one shown to have revealed a very detailed account of the discussion, the member or members who recorded the session would be the first to come under suspicion.

Second, the presence of a note-taker, other than the Clerk, in the midst of the closed meeting may serve to put somewhat of a chill on the discussion, as members feel less free to speak openly knowing that their words are being recorded (and maybe not entirely accurately). Finally, whether through inadvertence by the member or a deliberate hack by a third party, the creation of a hand-written or digital transcript of the meeting creates a level of risk that does not exist if the discussion is not recorded, but only preserved in the

memory of the attendees. (This final complication is obviously obviated in situations where the closed session is officially recorded by audio or video.)

In conclusion, while the recording of the discussion may not constitute a transgression of the rule against disclosure, it may affect the openness of the discussion and will add to the risk of disclosure, two good reasons to avoid the practice. Accordingly, it would be my advice that no one but the Clerk or Deputy Clerk take notes in any way during a closed meeting. If it is the will of Council that a recording be made, I would suggest that the recording should be an audio or an audio/visual recording, made through the Clerk's office.

### **Rules About the Election**

As we know, the next municipal election will be held on Monday, October 24, 2022. This date is significant for a number of reasons but, for the purposes of my duties under the Act, it means that if I have not completed an inquiry before nomination day (Friday, August 19, 2022, between 9:00 a.m. and 2:00 p.m.) I must terminate the inquiry on that day.

If an inquiry is terminated, I cannot commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election, the person or entity who made the request or the member or former member whose conduct is concerned makes a written request to me that the inquiry be commenced.

During the period of time starting on nomination day:

1. There shall be no requests for an inquiry about whether a member of Council or of a local board has contravened the code of conduct.
2. The Commissioner shall not report to the municipality or local board about whether, in his or her opinion, a member of Council or of a local board has contravened the code of conduct applicable to the member.
3. The municipality or local board shall not consider whether to impose the penalties referred to in subsection (5) (reprimand or suspension of remuneration) on a member of Council or of a local board.

For inquiries under the *Municipal Conflict of Interest Act*, no application may be made to the Commissioner during the period of time starting on nomination day and ending on voting day.

### **Integrity Commissioner's Message**

As municipal Councils in Ontario finish the third year of this term and start in on the final leg, I am sensing a certain level of fatigue setting in. It may be that the excitement and enthusiasm that greeted the beginning of the session has been subdued by the long hours, late nights and seemingly endless important issues that you are called upon to consider and deal with. The fact that most of your term has been in the midst of a pandemic has certainly contributed to any feelings of exhaustion and discontent.

Against that backdrop and knowing that you will each have to make a profoundly personal decision within the next six months or so as to whether to again seek public office, I humbly offer the following thoughts:

1. Whether it was your first term or your tenth, you have undoubtedly learned much about your community, its issues and its residents. If you feel you have made mistakes or have regrets, remember that these experiences serve to make you a better Member of Council and a stronger leader. Science tells us that there is a causal connection between failure and future success. As Nietzsche said: "What does not kill me makes me stronger".
2. For all the celebrations with family and friends, and all the personal time and favourite activities that you have had to miss because of your duties as a Member of Council, ask yourself whether, despite the sacrifices, you are happier and feel more connected to your community.
3. Finally, have you achieved what you set out to achieve, or is there unfinished business or on-going projects that you can help to complete? Think of these as part of your legacy to your community.

I look forward to working with you as you finish out your term and hope you will forgive my proselytizing.

Yours very truly,



H.G. Elston

c.c. Sylvia Kirkwood, Chief Administrative Officer  
Julie Reid, Deputy Clerk



Corporation of the County of Bruce  
 Donna Van Wyck, Clerk  
 30 Park Street, P.O. Box 70,  
 Walkerton, ON, N0G 2V0  
 Telephone: 226.909.2433 Fax: 519.881.1619  
 Email: dvanwyck@brucecounty.on.ca

brucecounty.on.ca

December 23, 2021

Via email: Christine.elliott@pc.ola.org

The Honourable Christine Elliott  
 Minister of Health  
 5<sup>th</sup> Floor, 777 Bay Street  
 Toronto ON M7A 2J3

Dear Minister Elliott:

At the December 23, 2021 Bruce County Executive Committee meeting the following recommendation from the Municipality of Arran-Elderslie was supported:

That Whereas, on December 20, 2021, the South Bruce Grey Health Centre (SBGHC) released an announcement regarding the reduction in hospital services due to nursing shortages; and,

Whereas, due to workplace demands as a result of the ongoing COVID 19 pandemic there continues to be an overall shortage of available registered nurses in the Province of Ontario; and,

Whereas the Province of Ontario is responsible for the provision of Health Care Services in Ontario; and,

Whereas the rural health care system is even more strained due to the shortage of doctors and nurses and other medical professionals; and,

Whereas, due to recent nursing departures in SBGHC, the Centre will be faced with even more challenges during the holiday season; and,

Whereas, SBGHC has determined that alternatives related to staffing shortages needs to be considered to address the health care crisis; and,

Whereas, upon review it was recommended that two measures be implemented: the first being the reduction of the Emergency Room



hours at Walkerton Hospital and the second being the modifications to the Chesley inpatient unit; and,

Whereas the Chesley Hospital Emergency Room hours have been reduced for over 2 years and the reduction in Walkerton may result in difficulties for patients to attend alternative hospitals if emergency care is needed overnight; and,

Whereas these reductions continue to put a health care strain on rural communities such as Brockton, Hanover, Chatsworth and the Municipality of Arran-Elderslie; and,

Whereas, it has been recommended that the province be requested to undertake a third-party review of these recommendations to ensure that other alternatives be considered rather than reducing services; and,

Whereas, during the third-party review of these proposed health service reductions the province provide applicable emergency funding to the SBGHC while the third-party review is being undertaken and final recommendations are implemented; and,

Whereas the Province should be requested as part of the third-party review to consider the provision of additional funding and incentives for training, education and recruitment of registered nurses to support rural health care; and,

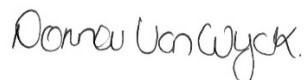
Whereas the Municipality of Arran-Elderslie strongly opposes any reduction in service levels at the facilities in Chesley and Walkerton and further request that the Ministry of Health and Long-Term Care for the Province of Ontario intervene to find an immediate solution for the staffing shortages and ensure consistent service levels for residents of Arran-Elderslie, Chatsworth, Brockton and South Bruce; and,

And further that the Council of the Municipality of Arran-Elderslie opposes the negative impacts on first responders including the OPP, paramedics and local fire departments, and,

Now therefore, Be It Resolved, that Council support the request for the province to consider conducting a third-party review at their own expense of these local health crisis measures and send a copy of this motion to MPP Bill Walker Bruce-Grey-Owen Sound, MPP Lisa Thompson Huron-Bruce, MP Alex Ruff and Ontario Health Minister Christine

Elliott, County of Bruce, County of Grey and the Municipalities of Brockton, South Bruce, Chatsworth and Hanover.

Yours sincerely,



Donna Van Wyck  
Clerk

- c. Mr. Bill Walker, MPP, Bruce-Grey-Owen Sound  
(Via email: [bill.walkerco@pc.ola.org](mailto:bill.walkerco@pc.ola.org))
- Ms. Lisa Thompson, MPP, Huron-Bruce  
(Via email: [lisa.thompsonco@pc.ola.org](mailto:lisa.thompsonco@pc.ola.org))
- Mr. Alex Ruff, MP, Bruce-Grey-Owen Sound  
(Via email: [Alex.Ruff@parl.gc.ca](mailto:Alex.Ruff@parl.gc.ca))
- Municipality of Brockton
- Municipality of Arran-Elderslie
- Municipality of South Bruce
- Township of Chatsworth
- Town of Hanover
- County of Grey



## COUNCIL RESOLUTION

January 4, 2021

Resolution No. 01-22

Moved by COUNCILLOR FITZSIMMONSSeconded by COUNCILLOR HOCKING

**WHEREAS**, in 2020, Ontario had the lowest nurse-per-capita ratio in Canada, with 665 registered nurses (RNs) for every 100,000 people; and

**WHEREAS**, Ontario would require 22,003 more working RNs just to reach the national average; and

**WHEREAS**, the nursing shortage in Ontario is well documented and had reached crisis proportions even before the COVID-19 pandemic; and

**WHEREAS**, the Ontario COVID-19 Science Advisory Table's recent report Burnout in Hospital-Based Healthcare Workers during COVID-19 says that more than 60 per cent of health-care workers surveyed in multiple Canadian studies have experienced severe emotional exhaustion; and

**WHEREAS**, Ontario nurses are leaving the workforce in droves because of retirement, burnout, change of occupations, and more attractive opportunities in the United States and elsewhere; and

**WHEREAS**, The South Bruce Grey Health Centre has stated they do not have enough staff to continue to operate at their current level of service and announced the closure of the emergency department at the Walkerton Hospital from 8 p.m. to 8 a.m. effective December 27, 2021; and

**WHEREAS**, This closure will have sweeping effects on workloads for local first responders, including police, firefighters and paramedics; and

**WHEREAS**, This closure will add significant workload pressures to neighbouring health care services and facilities, and particularly Hanover and District Hospital; and

**WHEREAS**, The council of the Municipality of Brockton has formally requested the County of Bruce to consider retaining a health services expert to examine nursing staff shortages in southern Bruce County and that the County of Bruce consider financial contributions up to \$10,000 for impacted municipalities to assist in addressing this shortage; and

**WHEREAS**, South Bruce Grey Health Centre has determined that alternatives related to staffing shortages need to be considered to address the health care crisis;

**NOW THEREFORE BE IT RESOLVED THAT**, The council of the Town of Hanover formally requests the Ministry of Health and Long-Term Care work with the South Bruce Grey Health Centre to find an immediate solution to its staffing shortages; and

**FURTHER THAT**, The Ministry of Health and Long-Term Care continue to work on strategies not only designed to recruit nurses to rural Ontario, but also focus on retaining experienced nurses who are essential to critical and emergency care units.

☒ CARRIED   ☐ DEFEATED   ☐ TABLED



MAYOR

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**From:** Donna Van Wyck <[dvanwyck@brucecounty.on.ca](mailto:dvanwyck@brucecounty.on.ca)>  
**Sent:** January 7, 2022 9:42 AM  
**To:** Christine MacDonald <[cmacdonald@brucecounty.on.ca](mailto:cmacdonald@brucecounty.on.ca)>; CAO Arran-Elderslie <[cao@arran-elderslie.ca](mailto:cao@arran-elderslie.ca)>  
**Cc:** Christine Fraser-McDonald <[clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)>  
**Subject:** RE: South Bruce Grey Health Centre Nursing Shortages

Below is the resolution passed regarding the \$2,500 contribution:

That the County contribute \$2,500 to the third-party review of the proposed health service reductions to be funded from the Tax Stabilization Fund.

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For the most up-to-date information on our continued services as we monitor and adapt to the health conditions of COVID-19, please visit the Bruce County website:  
<https://brucecounty.on.ca/covid19>

Help prevent the spread of COVID-19 by avoiding crowds and following the 3 W's: wear a face covering, watch your distance (2 metres), and wash your hands.

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**Donna Van Wyck**  
County Clerk  
Office of the CAO  
Corporation of the County of Bruce  
  
Office: 519-881-1291  
[www.brucecounty.on.ca](http://www.brucecounty.on.ca)

**MINUTES**  
**Thursday, October 14, 2021 at 7:00 pm.**  
**MULTI-MUNICIPAL WIND TURBINE WORKING GROUP**  
**via Zoom**

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**Participating Municipalities Present:**

Arran-Elderslie	Mark Davis, Bill Palmer
Brockton	Phil Englishman
Chatsworth	Scott Mackey
Grey Highlands	Tom Allwood, Paul McQueen, Stuart Halliday
Kincardine	Randy Roppel

**Participating Municipalities Absent:**

Central Huron, West Lincoln, Huron Kinloss
--

**Others who addressed the Working Group:**

Warren Howard, Vern Martin
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**Others in Attendance:**

Jane Wilson, Carla Stachura
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**1. Call to Order**

Chair Tom Allwood called the meeting to order at 7:02pm. A quorum was present. Members of the Working Group provided introductions for Recording Secretary, Julie Reid.

**2. Adoption of Agenda**

**Resolution 4-1-2021**

Moved by: Phil Englishman

Seconded by: Scott Mackey

Be It Resolved that the Agenda for the Multi-Municipal Wind Turbine Working Group meeting of October 14, 2021 be received and adopted, as distributed by the Recording Secretary.

**Carried**

**3. Disclosure of Pecuniary Interest and General Nature Thereof**

None.

### 3. Adoption of Minutes

#### 3.1 Minutes of the September 9, 2021 Meeting

##### **Resolution 4-2-2021**

Moved by: Stuart Halliday

Seconded by: Phil Englishman

Be It Resolved that the minutes of the Multi-Municipal Wind Turbine Working Group meeting held September 9, 2021 be adopted as presented.

**Carried**

### 4. Delegations

#### 4.1 Warren Howard – Update and overview on Ottawa and their Official Plan

Warren Howard provided Members of the Working Group with an update on Ottawa's Official Plan

The Working Group raised concerns during the discussion following Mr. Howard's presentation regarding the role of ROMA and AMO in representing rural interest, as well as concerns regarding zoning and setbacks and what rules and regulations this project will be required to follow. It was noted that all of the disadvantages are unknown. The understanding is that the provincial rules would have to be followed and approval of these projects would ultimately rest with the province.

Members had a general discussion about the implications of switching to electricity as a sole source of energy and no longer utilising other energy sources such as natural gas. It was noted that communities are not ready for this as a whole and the effects could be quite alarming.

Members discussed what direction should be taken in light of this information. It appears there is a disconnect between what's going on in Ottawa and the province.

A motion was made to accept Mr. Howard's presentation with gratitude and to prepare a single page summary letter to Minister Smith explaining the Working Groups concerns noted with the expansion of the wind turbines in the City of Ottawa.

Mr. Howard confirmed that he could assist in drafting the letter.

Subsequent to further discussion, the Working Group passed the following resolution:

**Resolution 4-3-2021**

Moved By: Bill Palmer

Seconded by: Stuart Halliday

Be It Resolved that the Multi-Municipal Wind Turbine Working Group accepts the presentation made by Warren Howard with gratitude; and

That the Working Group will follow up with a letter to MPP Bill Walker, Minister of Energy Todd Smith, Minister of Agriculture Lisa Thompson and MPP Sam Oosterhoff regarding the concerns of the expansion of the wind turbines proposed by the City of Ottawa.

**Carried**

## **5. Business Arising from the Minutes**

- 5.1 Bill Palmer - List of "Principal Issues for the MMWTWG" to be included in New Membership letter

Member Bill Palmer prepared as requested, a point form list of unresolved issues to be available for new members and potentially be included in the new membership letter. A letter had been drafted previously to solicit new membership given the fact that attendance can be now virtual and has been free due to pandemic.

The Working Group discussed how the letter should be revised going forward. It was noted that the original letter was prepared back in April and the free year is almost over. It was further noted that with the additional information regarding the City of Ottawa that has come forward perhaps the letter should be drafted as a call for assistance against the major cities using the countryside to produce power. This list was prepared based to address the technical issues and not from the political viewpoint. Chair Allwood will work with the Deputy Chair to draft something that speaks to the political concerns.

This list speaks to the focus and mandate of the Working Group.

Members commended Mr. Palmer for his efforts in creating the list of unresolved issues. It was agreed that the list of unresolved issues included all of the important issues that need to be addressed and public awareness raised.

The Working Group agrees that the letter needs to be sent out and discussed which municipalities it should be sent to. The Recording Secretary offered to revise the letter to incorporate the point form notes compiled by Mr. Palmer.

The following motion was made:

Be It resolved that the Multi-Municipal Wind Turbine Working Group hereby approves the release of the letter originally drafted by Bill Palmer to all municipalities in Ontario.

Subsequent to further discussion, this motion was tabled and the Working Group passed the following resolution:

#### **4-3-2021**

Moved by: Bill Palmer

Seconded by: Philip Englishman

Be It Resolved that the Multi-Municipal Wind Turbine Working Group accepts the list of unresolved issues for the MMWTWG as prepared by Member Bill Palmer and that the Recording Secretary will draft a letter for approval at the next meeting to incorporate these issues

**CARRIED**

#### 5.2 Julie Reid - Second notice to MMWTWG Communications list

This item will be brought forward as an action item to be completed once the letter for membership has been approved for distribution.

- 5.3 Bill Palmer - Update on recent turbine public safety failures including:
- Skyway 8 vestas v90 blade failure in Southgate
  - Kent Hills (New Brunswick) Vestas V90 collapse
  - German Nordex new turbine collapse

Bill Palmer provided an update on these failures for the Working Group.

Chair Allwood opened the floor for discussion.

A picture of a wind turbine failure that occurred in New Brunswick was shared for discussion purposes. Vern Martin provided commentary on what he believed contributed to the failure. It appears there were a number of flaws related to the foundation and rebar of the turbine. This turbine came down at 3:30pm on October the 1<sup>st</sup> and all three weather stations within the area provided the same report that there was under 10 km/per hour winds at the time. It appeared to be a strange concrete failure.

Mr. Martin responded to further questions regarding this particular turbine failure from Members of the Working Group.

The Working group discussed the building permit process for the construction of wind turbines. There is still a level of liability that falls with the Municipality when permits are issued even if engineered stamped drawings are submitted.

It was noted that the New Brunswick structure looks much different then what one would expect to see in Ontario. The bases in Ontario are much more substantial than what is being seen in the photograph. There are a few ways to build bases depending on the type of land that it is being built on.

Members briefly discussed the South Gate turbine failure location and it appeared repairs to the turbines has been made. Information from a resident had advised that all 3 blades had been removed, new blades installed, all parts of power cone removed and a new nose cone reinstalled so it is basically back to its original status.

Subsequent to further discussion, the Working Group passed the following resolution:

#### **4-4-2021**

Moved By: Paul McQueen

Seconded By: Scott Mackey

Be It Resolved that the Multi-Municipal Wind Turbine Working Group accept the update on recent turbine public safety failures for information purposes.

**CARRIED**

#### **5.4 Bill Palmer - Protocol for Investigation and Reporting of Wind Turbine Accidents**

Chair Allwood opened the floor for discussion.

The discussion acknowledged that the group is grateful to have Mr. Martin join the meetings to advise on the engineering standards of these structures. He has raised some very great points in the past few meetings. This is something that the group needs to focus on. There are believed to be approximately 2800 wind turbines in the province and some have been up for at least 15 years.

The Members discussed the role that Municipality's have to ensure the safety of the citizen within the Municipality under the authority of the Municipal Act and how that relates to establishing protocols related to the investigation and reporting of wind turbine failures. There is large liability and safety issues and it could fall back to the Municipality's.

It appears that many of the failures have been contributed to a different failure mechanism which shows that investigations are just scratching the surface of the implications of these failures. The question was raised as to whether Municipality's should require all turbine projects to have a compliance letter to ensure that they've been properly checked annually or something that proves due diligence towards the protection of people and property as a part of our Municipal mandate. Additionally, it was questioned whether these turbines have a monitoring mechanism that is real time recording whether the ground is settling underneath which would start knocking the tower off centre. The technology is out there to be able to check how vertical the turbines are from a distance away without even going on the property in some instances.

Member Stuart Halliday suggested a motion that this report be sent under separate cover to each member Municipal Council and that the MMWTWG advises them to have a serious look at this to seek legal council and consider writing a bylaw. Member Scott Mackey seconded the motion.

The group discussed where the protocol should be sent noting that not all Member Municipality's have wind turbines. There may be reluctance to pass bylaws when there is not a current issue within a municipality. Contrary to that it was noted that this approach was proactive, in the event that wind turbines were erected in the future.

Subsequent to further discussion, the Working Group passed the following resolution:

#### **4-5-2021**

Moved BY: Stuart Halliday

Seconded By: Scott Mackey

Be It Resolved that MMWTWG accepts the Protocol for the Investigation and Reporting of Wind Turbine Accidents as presented by Bill Palmer and that it be sent to each Member Municipal Council for further consideration

**CARRIED**

Following the passing of the resolution, the Working Group asked Member Randy Roppel to provide his thoughts on this matter since the Municipality of Kincardine has a number of wind turbines.

## **6 New Business**

### **6.1 Julie Reid - Meeting Intervals and Schedule**

Currently the MMWTWG is meeting monthly on the second Thursday of each month. There was discussion of meeting every second month.



It was suggested to put the next meeting off until December since the November meeting would fall on Remembrance Day.

The Working Group agreed that next meeting would be scheduled for December 9, 2021 at 7 pm.

Further meeting intervals will be discussed at the next meeting.

## 6.2 Financial Update

The Working Group is current balance is \$7951.66.

The Working Group passed the following resolution:

### **4-6-2021**

Moved by: Stuart Halliday

Seconded by: Scott Mackey

Be It Resolved that the Multi-Municipal Wind Turbine Working Group receives the Financial Update for information purposes.

**CARRIED**

## 6.3 Letter from North Stormont Citizen requesting HPPA Investigation

This letter highlights the considerable lack of response from the Ministry regarding the health hazard complaints. It was noted that there is no accountability from the Ministry in the investigation of these failures.

The Working Group passed the following resolution:

### **4-7-2021**

Moved by: Stuart Halliday

Seconded by: Bill Palmer

Be It Resolved that the Multi-Municipal Wind Turbine Working Group receives the letter from North Stormont Citizen requesting an HPPA Investigation for information purposes.

**CARRIED**

## **7 Round Table Discussion**

## **8 Confirmation of next Meeting**

8.1 Proposed Next Meeting – November 11, 2021 at 7:00 pm.

As discussed earlier in the meeting, the next meeting will be held on December 9, 2021 at 7:00 pm. The meeting will be held virtually by Zoom.

## **9 Closed Session (If required)**

## **10 Resolution to Reconvene in Open Session**

## **11 Adoption of Closed Session Minutes**

## **12 Adoption of Recommendations Arising from Closed Session (If any)**

## **13 Adjournment**

### **4-8-2021**

Moved By: Philip Englishman

Seconded By: Paul McQueen

Be It Resolved that the meeting of the Multi-Municipal Wind Turbine Working Group was adjourned at 9:50 pm.

## **MULTI-MUNICIPAL WIND TURBINE WORKING GROUP**

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR

STEVE ADAMS, COUNCILLOR, BROCKTON, VICE-CHAIR

1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON NOG 1L0

[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203)

[deputyclerk@arran-elderslie.ca](mailto:deputyclerk@arran-elderslie.ca)

### **Protocol for Investigation and Reporting of Wind Turbine Accidents**

#### The Background:

Wind turbines in Ontario are erected in compliance with the Renewable Energy Approvals Regulation, O/R 359/09 which allows wind turbines with a nameplate output of greater than 50 kW (with no upper limit) to be erected as close as blade length plus 10 metres from public roadways, railways, or the lot lines of neighbours with whom there are no participating contractual agreements, so long as the centre of the turbine tower is at least 550 metres from the centre of homes, schools, and other indoor gathering facilities. The assumption of the regulation is that these limits ensure public safety.

#### The Problem:

In spite of the assumption of the regulation that public safety is assured, in fact in Ontario at least 10 events have occurred which put part of or whole wind turbine blades on the ground at distances of greater than the regulatory setback. Neither have improvements in the failure rate been evident, as it has remained essentially constant after the first few initial failures. Blades have failed, turbines have collapsed, and complete combustion of a turbine nacelle has occurred in Ontario. Action is required to ensure public safety.

#### The Path Forward:

In the absence of protective provincial regulations, Municipal Councils are obligated to take action to protect the safety of citizens as required by the Municipal Act.

1. Each operator of wind turbines with a nameplate output greater than 50 kW shall be required to make available to the hosting municipality a test program followed to demonstrate the ongoing safety of each turbine, approved by a Professional Engineer considering references such as the CSA 61400 series Standards and references, Germanischer Lloyd guidelines and certification documents or the Det Norske Veritas guidelines and certification documents for wind turbines.

2. Each operator of wind turbines with a nameplate output of greater than 50 kW shall submit annually the results of tests of their wind turbines demonstrating compliance with their identified test program.
3. In the event of any wind turbine failure which places components on the ground at a distance greater than the provincial setback requirement of blade length plus 10 metres (either within the participating landowner property, or outside) the turbine operator shall make an initial report available to the host municipality as well as the relevant provincial regulatory agencies (including the Ministry of the Environment, and the Ministry of Labour) within 24 hours including justification of continued operation of any other wind turbines in the array.
4. The Municipality shall receive a copy of the report of the relevant provincial regulatory agencies.
5. In the event of any failure of a wind turbine that places components on the ground at a distance greater than the provincial setback requirement of blade length plus 10 metres, the operator shall make available to the host municipality a report signed by a Professional Engineer detailing the root cause of the failure, outlining why it occurred considering the previously submitted test program followed to demonstrate the ongoing safety of each wind turbine, and identifying actions to be taken to prevent recurrence before the restart of any wind turbine of the same type in the turbine array in the host municipality.
6. The municipality shall make the submitted failure report available to citizens in the municipality in a publicly accessible manner, and to provincial regulatory bodies.
7. Each operator of wind turbines with a nameplate output greater than 50 kW shall be required to submit a report to the Municipality and Provincial regulatory body annually demonstrating they have reviewed all failure reports of other wind turbines in Ontario and shall state if lessons learned are applicable to their wind turbines and if so, what shall be done to implement the lessons learned. These commitments shall be tracked to completion by the operator.

#### Conclusion:

The intent of enacting this protocol, by host municipalities under the authority of the Municipal Act is to ensure the safety of citizens within our municipalities from the demonstrated occurrence of wind turbine accidents.

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre  
777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2022-61

Dear Head of Council:

The supply of housing in Ontario has not kept up with demand over the past decade and everyone has a role to play in fixing Ontario's housing crisis. More than ever, we need municipalities, non-profits and private industry to work with us to encourage the building of different kinds of housing – so that Ontario families have more affordable options.

To help support this important priority, I am pleased to provide you with an update on recent changes our government has made to help streamline and simplify Ontario's planning system.

**Bill 13, the *Supporting People and Businesses Act, 2021***

Schedule 19 of Bill 13, the *Supporting People and Businesses Act, 2021* came into force December 2, 2021 upon royal assent.

Changes have been made to help streamline the planning system and, in some cases, help shorten approval timelines by providing municipal councils broader authority to allow more planning decisions to be made by committees of council or staff. Municipalities can now, subject to having appropriate official plan policies, delegate decisions dealing with minor amendments to zoning by-laws, such as temporary use by-laws and the lifting of holding symbols, should they choose to.

You can find more information about these changes on the Environmental Registry of Ontario ([019-4419](#)) and the Regulatory Registry ([21-MMAH025](#)) and some frequently asked questions are provided below.

At this time, I encourage you to review and update your existing delegation policies and consider exercising this new authority to help streamline your decision-making processes, and free up council's valuable time to focus on other more strategic matters.

**Bill 276, the *Supporting Recovery and Competitiveness Act, 2021***

As you know, we also recently made *Planning Act* changes related to control of the division of land, including subdivision control, plans of subdivision, consents and validations through Bill 276, the *Supporting Recovery and Competitiveness Act, 2021*, which received Royal Assent on June 3, 2021. I am writing to confirm that Schedule 24 of Bill 276 and associated regulations came into force on January 1, 2022.

We are proud to make these changes, which will help save time and money for those involved in the land division approval process, including municipalities, landowners, purchasers and some lease holders. Our changes will continue to protect Ontarians when they buy and sell property, while making the rules of subdivision control clearer and simpler.

-2-

Your municipality may wish to consider whether adjustments to your land division application and review processes to align with the changes would be beneficial.

More information about these changes and the feedback we received during our consultation can be found on the Environmental Registry of Ontario ([019-3495 and 019-3958](#)) and Regulatory Registry ([Proposal 21-MMAH008 and Proposal 21-MMAH015](#)). Some frequently asked questions are provided below. Any further questions about the changes to the *Planning Act* and related regulations can be directed to [ProvincialPlanning@ontario.ca](mailto:ProvincialPlanning@ontario.ca).

Sincerely,



Steve Clark  
Minister

c: Chief Administrative Officer

## FAQs

### **Schedule 19 (Planning Act) to Bill 13, the Supporting People and Businesses Act, 2021**

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#### **What changes have been made to the Planning Act?**

- Changes to the Planning Act, Municipal Act, 2001 and City of Toronto Act, 2006 provide municipalities with discretionary authority to delegate additional decisions to committees of council or municipal staff for minor amendments to zoning by-laws like:
  - Temporary use by-laws
  - Lifting of holding provisions
- Before matters may be delegated, official plan policies will need to be developed to establish the type of minor zoning by-law amendments that may be delegated, such as authorization of temporary uses, the lifting of a holding symbol, and other minor zoning by-law amendments.

#### **What types of “minor” amendments to a zoning by-law may be delegated?**

- If a municipality would like to use this authority, official plan policies will need to be established to scope and define the types of “minor” zoning amendments that may be delegated. This could include matters like temporary use by-laws and by-laws lifting holding provisions.
- This approach is intended to allow for a locally tailored approach that reflects input from the public.

#### **What types of conditions could council apply when delegating its authority?**

- Council will have the ability to apply conditions on the delegation of its decision(s). These conditions would be determined locally when the official plan policies and implementing by-law for the delegation are being developed.

#### **Will this new delegation authority alter the public meeting or appeal rights of the matters delegated?**

- The delegation of additional planning matters would not alter any notice or public meeting requirements or limit appeal rights.

#### **What other planning decisions can be delegated?**

- Under the Planning Act, municipal council can delegate the following decisions to a committee of council, staff, or, in some cases, a committee of adjustment:
  - Community planning permit system permits
  - Approval of adopted lower-tier official plan amendments
  - Plans of subdivision and condominiums
  - Consents
  - Site plan
  - Validations
- Other planning matters, such as administrative functions related to by-laws, may be delegated by council based on the delegation provisions in the Municipal Act, 2001 (or City of Toronto Act, 2006).

## **Schedule 24 (Planning Act) to Bill 276, the Supporting Recovery and Competitiveness Act, 2021**

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### **What changes will be made to the Planning Act?**

- The changes include technical, administrative and policy changes to provisions in sections 50, 51, 53, 54, 55 and 57 of the Planning Act related to control of the division of land, as well as other housekeeping or consequential changes.
- Upon proclamation, the changes will:
  - provide new exceptions to subdivision control and part lot control (i.e., exceptions from the need for land division approval) – for example, by preventing parcels from merging with other lands in certain circumstances
  - change the plan of subdivision process – for example, by aligning the requirements for public notice, information, and public meetings with other instruments under the Act
  - change the consent application process – for example, by requiring a municipality or the Minister, where requested, to issue a certificate for the retained land in addition to providing a certificate for the lands that are subject to the consent application, and
  - make other changes regarding subdivision control and its related processes – for example, by requiring that a decision on a validation conform with the same criteria which are applicable to consents.

### **What changes will be made with respect to “lot mergers”?**

- Changes will be made to the subdivision control provisions to prevent lots from merging where lands were previously owned by, or abutted land previously owned by, joint tenants and where the ownership would have otherwise merged as a result of the death of one of the joint tenants.
- Outside of a “death of a joint tenant” scenario, lot mergers will continue to occur.

### **What changes will be made to the consent application process?**

- Changes will be made to the consent application process to, for example:
  - permit a purchaser of land or the purchaser’s agent to apply for a consent
  - establish a new certificate of cancellation
  - provide for certificates to be issued in respect of retained land in addition to the lands that are subject to the consent application
  - provide for a standard two-year period during which the conditions of a consent must be satisfied, and
  - permit a consent application to be amended by an applicant prior to a decision about the consent being made by the consent-granting authority.
- Municipalities may need to modify or update certain administrative processes as a result of some of these changes.

### **What is a certificate for retained land?**

- Changes to the Planning Act will provide for a consent-granting authority to issue a certificate for the retained land (the other part of the parcel approved through the land division process) resulting from certain consents.
- This certificate will show that the retained land has “consent” status.
- An applicant will need to specify in their application whether they are requesting a retained land certificate, and if so, require that a statement from a solicitor



confirming the extend of the owner's retained land be included as part of that application.

### **What is a certificate of cancellation?**

- In some situations, the original consent granted for a parcel of land may no longer be wanted or needed. This could occur, for example, where a parcel created by consent may need to be widened to accommodate a driveway. In these cases, the original consent may need to be cancelled to ensure the revised parcel will function as a single unit.
- Changes to the Planning Act will allow owners to apply to the consent-granting authority for a certificate of cancellation for a parcel that was previously severed with a consent. The consent-granting authority may also require the owner to apply as a condition of approval.
- Once a certificate of cancellation is issued, the parcel would be treated as though the previous consent had not been given. This could mean that the parcel would merge with neighbouring lands that are owned by the same person.

### **What considerations need to be applied to validation requests?**

- A validation can be used in place of obtaining a consent to the contravening transaction (transfer or other transaction that was made in breach of the Planning Act requirements) in certain situations; for example, where the landowners at the time of the contravention are not available to sign the new transfer documents.
- The validation allows the validation authority to consider each situation on its merits and decide whether a request to validate title should be supported. The validation authority may, as a condition to issuing the validation, impose conditions as it considers appropriate.
- Bill 276 will make changes to require that a decision regarding a validation must conform with the same criteria which are applicable to consents, for example:
  - having regard to provincial interests and the land division criteria set out in the Planning Act
  - ensuring the validation is consistent with the Provincial Policy Statement and conforms, or does not conflict, with provincial plans, and
  - ensuring the validation conforms with all applicable official plans.



## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: Paisley School Room – Community Partnership Lease Agreement with the Bluewater District School Board

Report from: Christine Fraser-McDonald, Clerk

Tracey Neifer, Treasurer

Appendices: By-law 45-2018

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### **Recommendation**

Be It Resolved that Council hereby

1. Continue to lease the Paisley School rooms until the termination of the Community Partnership Lease Agreement in 2023 and the funds for the rent to continue to be funded by the Community Well-Being Reserve 03-0100-1034.

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### **Report Summary**

In April 2017, the Bluewater District School Board (the Board) considered scheduling Paisley Central School for closure in June 30, 2019 if sufficient partnerships and funding options were not in place by March 31, 2019 to offset capital upkeep. If the school was to be closed the students would be accommodated at Chesley District Community School, Walkerton District Community School, and Port Elgin-Saugeen Central School.

The Bluewater District School Board accepted the Municipality of Arran-Elderslie's partnership offer to support the Paisley Central School and to offset the expected annual school operation deficit, based on the agreed upon terms.

The School Board also considered negotiating with the Municipality of Arran-Elderslie and with future potential viable partners who came forward, to secure funding that offsets capital upkeep for Paisley Central School.

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## **Background**

Since April 2017, school board staff worked with the Municipality of Arran-Elderslie to develop a partnership agreement for use of two unused classrooms at Paisley Central School. In May 2018, the principles of the agreement were in place. The agreement was signed in June 2018 and effectively offset the expected annual school operations deficit. This agreement will terminate on August 31, 2023.

In 2018, Clerk's Report SRCLK.18.67– Paisley Central School – Accommodation Review Update recommended that this initiative be financed from the Nuclear Waste Management Organization's Community Well Being Reserve Fund. This fund was established to support community projects.

## **Analysis**

With the Municipality's agreement and capital funding provided from the Ministry to offset the capital upkeep, the Paisley school would remain open for an additional five (5) years. The criteria for the Ministry's funding was for the Board to commit to keep the school open for the next five (5) years.

In a 2017 presentation to the Bluewater District School Board, it was noted that the Council of the day felt that the Board had a "perceived under-utilization issue at the Paisley School". At that time, it should also be noted that the catchment area boundaries for the school did not include all homes with Paisley phone numbers and mailing addresses or properties serviced by the Paisley Fire Department.

At that time, the Ministry of Education identified the On-the-Ground (OTG) capacity of the school to be 245 Pupil Spaces. By leasing two classrooms, the capacity would have been reduced by 48 students (2 classrooms X 24 students) to 197 pupil spaces.

The following information was supplied to the Clerk by the Bluewater District School Board:

<b>Paisley Central School</b>						
	ADE	OTG	Utilization	OTG less EarlyON and Municipality Leased Space	Utilization	
2018-19	137	245	56%	199	69%	
2019-20	139	245	57%	199	70%	
2020-21*	124	245	51%	199	62%	
2021-22*	130	245	53%	199	65%	
*	Includes remote learners					
2021-22	As of October 31, 2021					

As per Section 7.0 of the Agreement that was executed, the Tenant may terminate the lease effective on June 30<sup>th</sup> in any given year, providing at least ninety (90) days clear prior notice in writing.

If the two classroom spaces continue to be unused then Staff shall contact the School Board to seek confirmation that there is space available for the Arran-Elderslie Youth Council in the Paisley School for future meetings/gathering space.

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**Link to Strategic/Master Plan**

N/A

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**Financial Impacts/Source of Funding/Link to Procurement Policy**

The rent for the two classrooms is \$20,215.32 per year as per the lease agreement. The funds for the rent are financed from the Nuclear Waste Management Organization's Community Well-Being Reserve 03-0100-1034. At this time there is \$129,921.40 remaining in this reserve.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

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

**BY-LAW NO. 45 - 2018**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
A COMMUNITY PARTNERSHIP LEASE AGREEMENT WITH  
BLUEWATER DISTRICT SCHOOL BOARD  
(Paisley Central School)**

WHEREAS Section 9 of the Municipal Act 2001, 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 11(3)1. of the Municipal Act 2001, S.O. 2001, c.25, as amended, authorizes municipalities to pass by-laws under public utilities sphere of jurisdiction; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into a Community Partnership Lease Agreement with Bluewater District School Board to lease space in the Paisley Central School;

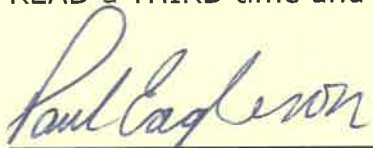
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Community Partnership Lease Agreement, in the form annexed hereto as Schedule "A; (the Community Partnership Lease Agreement), with Bluewater District School Board.
2. THAT Schedule "A", the Lease Agreements, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

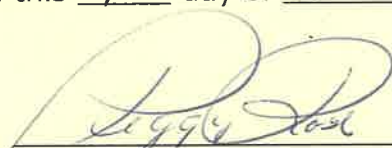
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READ a FIRST and SECOND time this 9<sup>th</sup> day of July, 2018.

READ a THIRD time and finally passed this 9<sup>th</sup> day of JULY, 2018.



Paul Eagleson, Mayor



Peggy Rouse, Clerk-Administrator

## COMMUNITY PARTNERSHIP LEASE AGREEMENT

Schedule A to  
By-law No. 45-2018

THIS INDENTURE made this 1<sup>st</sup> day of May, 2018.

BETWEEN:

**BLUEWATER DISTRICT SCHOOL BOARD**

Hereinafter called the "Landlord" of the First Part

And

**MUNICIPALITY OF ARRAN-ELDERSLIE**

Hereinafter called the "Tenant" of the Second Part

**RECITALS**

WHEREAS Landlord's primary purpose is to support student achievement and well-being. It further recognizes that cooperative and collaborative partnerships with community partners are part of the foundation of a strong, vibrant and sustainable publicly funded education system;

AND WHEREAS the Landlord has agreed to lease space in Paisley Central School to organizations, community partners and future potential viable partners to secure funding that offsets facility operations costs in accordance with the motions passed at the Board Meeting held at the Bluewater District School Board Education Centre on April 18<sup>th</sup>, 2017;

AND WHEREAS the Tenant has requested permission to lease space in the School for the purpose of community engagement and enhancing community health and well-being;

AND WHEREAS the Landlord owns and maintains a "School" known as:

Name: **Paisley Central School**  
Address: 1182 Arnaud St., Paisley, ON NOG 2N0  
Hereinafter called the "School"

NOW THEREFORE in consideration of the rents, mutual covenants and agreements herein contained, the Landlord and the Tenant agree as follows:

**1.0 DEFINITIONS**

In this Lease:

- (a) The Bluewater District School Board shall mean and be Referred to herein as both or either "Board" or "Landlord";
- (b) "Building" means the "School";
- (c) "Premises" means the area for the community partnership space as set out in **Schedule "A"**;
- (d) "Clear days" means days reckoned from one day to another with exclusion of both the first and the last day;
- (e) "Lease" means this Indenture Agreement;
- (f) "Persons" means the Tenant or any other person who is accessing as Authorized by the Tenant the school for use of the Leased space.

**2.0 PREMISES**

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord doth demise and lease unto the Tenant during those days and hours defined by **Schedule "A"** for the use and occupation of community programming and for no other purpose, Referred to in this Lease as the **"Premises"**.

**3.0 PREMISES AS IS**

It is acknowledged by the Parties that the Premises shall be accepted by the Tenant "as is".

**4.0 INITIAL TERM**

TO HAVE AND TO HOLD the said Premises, subject as hereinafter provided, for and during the term of five (5) years, to be computed from the 1<sup>st</sup> day of June, 2018, and to be completed and ended on the 31<sup>st</sup> day of August, 2023, (the "Term").

The Landlord covenants that the Tenant shall have quiet possession of the Premises during the Term of this Lease without any interruption or disturbance from the Board or any other person or persons lawfully claiming through the Board.

**5.0 BASE RENT**

- (a) Rent means the amounts payable by the Tenant to the Board pursuant to this Section. The Landlord shall pay custodial services, gas, and hydro, water, sewage, and heat and air conditioning utilities. Base rent shall also include for full payment of grass cutting and snow removal services completed in accordance with the accommodation review process and approved recommendations.

- (b) The Tenant covenants to pay to the Board, during the first year of the Term of this Lease, Rent in the combined sum of eight-teen thousand, seven hundred and twenty-five dollars and twenty-four cents (\$18,725.24) per annum. Rent is calculated based on \$10.03 per square foot for 756 square feet of Rented Floor Space in the sum of seven thousand, five hundred and eight-five dollars and twenty-four cents (\$7,585.24), plus HST, plus Grass Cutting Services currently in the sum of two thousand and forty dollars (\$2,040.00), plus HST, plus Snow Removal Services currently in the sum of nine thousand and one hundred dollars (\$9,100.00), plus HST. Current rent is payable monthly, in equal installments of one thousand five hundred and sixty dollars and forty-four cents (\$1,560.44), plus HST, due on the 1<sup>st</sup> day of each and every month, commencing on the first day of the Term. **Schedule "G"**.
- In the event that the annual budget deficit shall increase or the cost of snow removal or grass cutting shall increase, the tenant shall pay such increases as established on the anniversary dates of this lease, in monthly installments as set out above. Should the annual budget decrease, then rent shall be decreased as set out above.
- (c) The monthly Rent may increase each subsequent year of the Lease Term, beginning on June 1<sup>st</sup>, 2019. The change in Rent shall be equivalent to the prior school year deficit at Paisley Central School. If the rental rate of available space (one classroom) exceeds the prior year's deficit, then the calculated rent per square foot (ft<sup>2</sup>) shall be determined and applied to this agreement. Changes in Rent shall be calculated at the beginning of each calendar year and paid in twelve (12) equal monthly installments on the first day of each and every month, plus HST.

#### 5.1 AGREED DEMISED AREA

It is agreed for purposes of calculating Rent payable hereunder that the Premises is comprised of seven hundred and fifty-six (756) square feet. **Schedule "A"**.

#### 5.2 SHARED FACILITIES

The Tenant shall have the right without payment of any further or Additional Rent to share those facilities described in **Schedule "B"** with the other members of the School community on the terms and basis, days and hours as defined.

#### 5.3 TAXES

It is recognized that the Landlord is exempt from payment of municipal taxes on School buildings, but in the event that by reason of the circumstances or particular use being made of these Premises by the Tenant taxes are levied on the Premises, the Tenant will not be made to pay such taxes and rates, municipal, parliamentary or otherwise.

#### 5.4 SALES, GOODS AND SERVICES TAXES

Notwithstanding any other provisions in this Lease, the Tenant shall pay to whomever the applicable legislation shall require, an amount equal to any and all taxes levied or imposed on the Landlord or the Tenant with respect to Base Rent payable by the Tenant to the Landlord under this Lease, whether any such tax is characterized as a goods and services tax, a sales tax, a value added tax, a business transfer tax, or otherwise (herein collectively called "Sales Taxes"). If the applicable legislation requires that any Sales Taxes are to be paid by the Tenant directly to the Landlord, the amount of the Sale Taxes so payable by the Tenant shall be calculated by the Landlord and paid to the Landlord pursuant to the provisions of this Lease. The Tenant's HST number is 872427158 RT0001.

#### 6.0 LAST SIX MONTHS OF TENANCY

PROVIDED that during the last six (6) months of the tenancy hereby created unless the Tenant has theretofore renewed this Lease, the Landlord shall have the right at reasonable times and upon prior notice to the Tenant, to enter and show the Premises to prospective tenants.

#### 7.0 TERMINATION RIGHTS

- (a) Notwithstanding the express Term in this Lease, the Landlord reserves the right to terminate this Lease upon non-payment of Rent in accordance with Section 6.0 or upon breach of any other covenant or provision in this Lease provided such breach or failure is not remedied within thirty (30) days of the service of a written demand on the Tenant defining in reasonable detail the breach and the curative action required. In such cases, vacant possession shall be delivered up forthwith. Such notice shall also require the Tenant to make compensation in money for the breach.
- (b) It is clearly understood and agreed that this Lease may only continue so long as the Landlord continues to have the legislative and ministerial authority to lease the subject Premises. In the event there are legislative or ministerial changes to the authority of the Landlord, then this Lease may be terminated by the Landlord on one hundred and eighty (180) days' written notice.
- (c) Notwithstanding the express Term of this Lease or any other provision herein, the Tenant may terminate this Lease effective on June 30th in any given year, providing at least ninety (90) days clear prior notice in writing has been given by the Tenant to the Landlord.

- (d) Notwithstanding the express Term of this Lease or any other provision herein, the Landlord may terminate this Lease effective at any time, providing at least one hundred and eighty (180) days clear prior notice in writing to the Tenant.
- (e) It is understood that, in addition to the rights in Section 12.4, the Landlord has the right to terminate this Lease for the Tenant's continued failure to comply with health, building code or fire code rules and regulations and/or failure to comply with the rules and regulations as set out in this Lease and/or failure to comply with any applicable by-laws of the local municipal authorities and/or failure to comply with the rules and regulations of the Public Health Act.
- (d) It is understood that, in addition to the rights in Section 12.4, the Landlord has the right to terminate this Lease if the Premises are expropriated or condemned by any competent authority.
- (e) The parties may by mutual agreement, terminate or modify this lease upon thirty (30) days notice should the Landlord require the classroom to accommodate increased enrolment.

## 8.0 OCCUPANCY AFTER TERM – OVERHOLDING

PROVIDED always that in the event of the Tenant holding over beyond the Term hereby granted without the consent of the Landlord and without any further written agreement, the tenancy resulting shall be a monthly tenancy only at the monthly rental equivalent to the monthly payment herein mentioned and subject to termination at the election of the Landlord or the Tenant upon one month's notice in writing, and subject also to the terms, conditions and covenants herein set out, except as to the length of tenancy, it being understood that the acceptance of Rent or any implied condition in no way renews this Lease as a yearly tenancy.

## 9.0 FIRE CLAUSE

- (a) PROVIDED and it is hereby agreed that if during the Term hereby demised, the Premises or other part of the building of which the said Premises forms a part shall be destroyed or damaged by fire, lightning or tempest or by or as a result of structural defects, war, acts of God, or the Queen's enemies, civil commotion, the elements, riot, explosion, or insurrection or other casualty, then and in every such event, if, as a result of such destruction or damage, the Premises are rendered wholly unfit for occupancy or wholly inaccessible and such destruction or damage is incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such destruction or damage, then the Term hereby granted shall cease and be at an end to all intents and purposes from the date of such destruction or damage and the Tenant shall immediately surrender the same and yield up possession of the Premises to the Landlord and the Rent from time to time of such surrender shall be forgiven.
- (b) If, during the Term hereby demised the Premises or other part of the building of which the said Premises forms a part shall be destroyed or damaged by fire, lightning or tempest, or other casualty against which the Landlord is insured, or as a result of structural defects, then and in every such event, the following provisions shall have effect:
  - (i) If such destruction or damage shall be capable with reasonable diligence of being repaired within one hundred and twenty (120) days from the happening of such destruction or damage, but the destruction or damage is such as to wholly prevent use of the Premises, then the Rent hereby reserved shall not run or accrue after such damage or while the process of repair is going on and the Landlord shall repair the same with reasonable speed and the Rent shall recommence immediately after such repairs shall have been completed.
  - (ii) If such destruction or damage can be repaired within one hundred and twenty (120) days as aforesaid and if the destruction or damage is such that part of the Premises are capable of being used for the purposes of the Tenant, then until such destruction or damage shall have been repaired, the Rent shall abate in part only to the extent to which the Premises are so rendered incapable or unfit for use or occupancy by the Tenant, which abatement shall be directly proportioned to the extent of the Premises damaged or prevented from being used.
- (c) All decisions as to whether damages are capable of being repaired within one hundred and twenty (120) days of their happening shall be made by the Landlord at its absolute discretion. The Tenant shall be notified in writing of any such decision and if the Tenant disagrees, the Tenant shall have ten (10) business days to elect in writing to terminate the lease forthwith – which it may do without penalty. If no such written notice is served on the Landlord within this time, the Tenant shall be deemed to have accepted the Landlord's decision and will be bound by it.

## 10.0 RENOVATION CHATTELS

The Tenant will not require any renovations to the Premises as provided in **Schedule "F"**. For clarity, furniture, equipment or supplies purchased after possession of the Premises shall be deemed to be, and thereby shall be, the property of the Tenant and the Tenant shall be entitled to remove such equipment, furniture and supplies at the expiration of this Lease, however that shall be caused. It is further agreed and understood between the Parties that the Tenant shall maintain a log of outdoor play equipment, furniture, equipment and supplies purchased after the possession of the Premises and shall provide an updated list yearly with the renewed Insurance policy to the Landlord's Lease Coordinator.



**11.0 COVENANTS OF THE LANDLORD**

The Landlord covenants with the Tenant as follows:

**11.1 HEATING & COOLING**

The Landlord covenants with the Tenant to heat or cool the said Premises in such manner as to keep the Premises at a reasonable temperature for the reasonable use thereof by the Tenant, except Saturdays or Sundays, public holidays, during the making of repairs, and weekdays between the hours of 8:00 p.m. and 6:00 a.m. the following morning. In the event that the boilers, engines, furnace, pipes or other apparatuses shall at any time become incapable of heating or cooling the said Premises as aforesaid, the Board shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness except for any damages arising from any default or negligence of the Board, its directors, employees, agents or assigns in respect of the aforesaid matters.

**11.2 SPECIAL OCCASION SPACES**

The Board shall allow the Tenant to have "special occasion" use of other School areas, such as the gymnasium, as arranged separately from this Lease, through the Community Education Policy and Procedures. **Schedule "B"**.

**11.3 ENFORCE WARRANTIES**

To enforce, as far as shall be reasonably necessary, all warranties on any equipment installed in the building by the Landlord including, without limiting the generality of the foregoing, all mechanical, electrical, air conditioning and heating equipment, all electric motors, hardware, lighting tubes, ballasts and filter media to the extent that "Additional Rent" as herein defined shall be minimized.

**11.4 ACCESS TO PREMISES**

To allow the Tenant, its agents, clerks, servants, employees and other persons transacting business with it in common with other persons entitled thereto, to enter the Premises by the appropriate entrance and to use the passages and other shared facilities included with this Lease and as defined in **Schedule "A"** thereto at all times, subject to reasonable and proper security arrangements being made by the Tenant, satisfactory to the Landlord, governing access to the said building.

**11.5 CARETAKING**

To provide the Custodial Services and cleaning defined by **Schedule "C"** attached to and forming part of this Lease. All cleaning, waxing, etc., required beyond **Schedule "C"** and the Double Cleaning Referred to in Section 13.9 shall be done by the Landlord's forces but at the Tenant's expense after consultation with and approval by the Tenant. Costs for such approved services shall thereafter be invoiced to the Tenant.

**11.6 REPAIRS AT EXPENSE OF LANDLORD**

The Landlord covenants and agrees to repair and maintain the Premises to School standards on the basis and understanding that the Landlord is responsible for all repairs and maintenance of a structural nature together with major electrical, major mechanical, major plumbing and major heating systems and all other repairs.

**11.7 LANDLORD TO INSURE**

The Landlord shall carry appropriate insurance coverage on the building structure but the Tenant shall be responsible to place insurance coverage on the Tenant's equipment, supplies, etc., and on its liabilities arising from its occupation, operations and negligence.

**11.8 QUIET POSSESSION**

The Landlord covenants with the Tenant that upon the Tenant paying the Rent hereby reserved and performing the covenants herein on its part contained, the Tenant shall and may peaceably possess and enjoy the said Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it.

**12.0 COVENANTS OF THE TENANT**

The Tenant covenants with the Landlord as follows:

**12.1 PAY RENT**

That the Tenant shall and will well and truly during the said Term pay or cause to be paid unto the Landlord the "Base Rent" hereby reserved in the manner hereinbefore mentioned without any deduction whatsoever.

**12.2 ACCESS TO PREMISES**

(a) During regular hours of school operation, all persons accessing the leased space must enter the building through the main entrance and sign in at the Office. Prior to leaving the building, each person

must sign out at the Office as the Principal must be aware of all persons within the building at all times. The Tenant and all other persons accessing the leased spaces provided, shall not have access to any other areas without written consent from the Principal. All Tenants shall use washroom WR9 only as shown on the attached floor plan. **Schedule "F"**.

(b) The Tenant shall be responsible for securing the Premises at the close of each day of use and otherwise when appropriate in accordance with **Schedule "E"**. In the event that the Tenant shall fail to properly secure the Premises and the Board's security service, if any, as a consequence thereof, is called, the Tenant shall forthwith reimburse the Board for its invoice costs (and applicable taxes) of such service call and any work required to secure the Premises resulting from same.

(c) The Tenant shall not without the express written consent of the Board, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefore; but shall use only additional keys obtained from the Board, at the expense of the Tenant, and shall surrender to the Board on the termination of the Lease all keys of the Premises.

(d) The Tenant must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the Building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants or to the property of the Board by such negligence. The Tenant, when closing the Premises, shall close all windows and lock all doors. Reimbursement for any additional heating or cooling of the space caused by the omission of the Tenant to adhere to the conditions as set out herein may be collected by the Board at the Board's discretion.

### 12.3 REPAIRS

The Tenant shall compensate the Landlord for any damage caused to the Premises by the Tenant, its servants, agents, or invitees.

### 12.4 HEALTH, BUILDING AND FIRE CODE AND MUNICIPAL BY-LAW COMPLIANCE

(a) The Tenant shall meet all requirements pertaining to health, fire and building codes and all other appropriate legislation with respect to the use and occupancy of the Premises, its contents including compliance with all by-laws of the local municipal authorities and rules and regulations of the Public Health Act.

(b) The Tenant will not require any alterations to the Rented Premises.

### 12.5 PARTITIONS AND ALTERATIONS

#### (a) Conditions for Partitions and Alterations:

If the Tenant shall, during the said Term, desire to affix, erect, remove or demolish any partitions, counters or fixtures in any part of the walls, floors or ceilings of the Premises, it may do so at its own expense at any time and from time to time provided that the Tenant's rights to make such alterations to the Premises shall be subject to the following conditions:

- (i) That before undertaking any alterations, the Tenant shall submit to the Landlord appropriate working drawings and specifications showing the proposed alterations and shall obtain the approval and consent of the Landlord to the same, which consent will not be unreasonably withheld or unduly delayed;
- (ii) That all such alterations shall conform to all building by-laws, if any, then in force affecting the Premises;
- (iii) That such alterations will not be of such kind or extent as to in any manner weaken the structure of the building after the alterations are completed or reduce the value of the building;
- (iv) Notwithstanding the foregoing, it is clearly understood and agreed that any out-of-pocket expenses incurred by the Board in reviewing the proposed alteration plans shall be payable to the Tenant within ten (10) days of invoicing.
- (v) All work to be performed in the Premises to complete such alterations shall be performed by competent contractors and subcontractors who have been approved in writing by the Board. It is clearly understood and agreed that the Board may require that the Board's contractors and subcontractors be engaged for any mechanical, electrical, internet, telephone connections and other wiring or works to be performed in connection with such alterations and no such work may be done without the prior consultation with the appropriate staff of the Board.
- (vi) All such work shall be completed in accordance with the Board's administrative policies then in force and shall be subject to inspection by and the reasonable supervision of the Board and performed in accordance with the reasonable conditions or regulations of the Board and completed in a good and workmanlike manner.

#### (b) No Spikes, Nails, Screws:

Notwithstanding the generality of this provision, no spikes, hooks, screws or nails or other devices shall be put into the walls, woodwork, floors or ceilings of the Premises without the express written consent of the Landlord.

**(c) Television or Radio Antennae:**

The Tenant covenants and agrees with the Landlord that it will not, without the written consent of the Landlord, erect or cause to be erected on the Building or any part thereof any television or radio antennae or any other device or apparatus whatsoever, and if any such television or radio antennae, device or apparatus is erected without such written consent, the Tenant shall immediately remove same upon request of the Landlord. The Tenant further agrees that if any such television or radio antennae, device or apparatus is erected on the Building, the Tenant will at its own expense repair any damage done to the Building or the Premises by reason of the erection, maintenance or removal thereof and will indemnify and save harmless the Landlord from all liability for damage to persons or property as a result of the erection, maintenance or removal thereof.

**(d) Wifi:**

The Tenant is permitted to provide Wi-Fi within the Premises, however, the bank width shall be limited to 5 ghz. Any changes to the Wi-Fi system must first be approved by the Board prior to proceeding. In the event that the Tenant's Wi-Fi system beings to interfere with the Board's Wi-Fi system, the Landlord shall be provided access to the Premises to investigate and provide instruction to rectify any issues, if required.

**12.6 FURNITURE, EQUIPMENT AND SUPPLIES**

The Tenant shall be responsible, at its expense, for the provision of all furniture and equipment as required.

**12.7 SIGNS**

The Tenant shall not inscribe, paint or affix any sign on any part of the outside or inside of the Premises or the building of which it forms a part without the written approval of the Landlord. Signage shall be of a color, size and style approved by the Board and in compliance with all relevant zoning by-laws and regulations and shall only be permitted in such place or places as approved in writing by the Board.

**12.8 GLASS**

In the event that any plate or other glass in the window or doors of the Premises is broken or damaged and such breakage or damage has been caused by the negligence of the Tenant or of someone permitted by the

Tenant to be upon the Premises, the Tenant will, notwithstanding any other provision herein, forthwith on demand pay to the Landlord the cost of replacing the broken or damaged glass.

**12.9 DOUBLE CLEANING MATERIALS**

Double Cleaning in this Lease shall mean cleaning over and above the cleaning to be provided by the Landlord's custodial staff in accordance with the provisions of **Schedule "C"**.

The Tenant covenants and agrees that all cleaning material used by the Tenant must fall within the Board's approved cleaning materials lists. All cleaning materials, liquids, detergents and solvents shall be approved by the Board prior to using.

**12.10 TENANT- CONTACT PERSONS**

The Tenant agrees to supply to the Board and keep current the names and addresses of all contact persons for billing, emergencies and maintenance together with the names and addresses of all members of the Board of Directors of the Corporation together with an indication of which of the directors are officers of the Corporation and where appropriate, which are parent users of the child care facility. The Tenant further agrees to notify the appropriate official of the Board forthwith whenever changes are made in the Board of Directors or contact persons. **Schedule "D"**

**12.11 LIABILITY INSURANCE**

The Tenant shall take out and keep in force public liability insurance coverage naming the Landlord as an additional named insured in an amount not less than Five Million----(\$5,000,000.00) and shall provide the Landlord with proof of coverage and payment for same.

The Landlord shall carry appropriate insurance coverage on the building structure and owned equipment and furnishings but the Tenant shall be responsible to place insurance coverage on the Tenant's equipment, supplies etc., as well as to carry sufficient liability insurance to cover itself against the risks and perils that may arise from its occupation, operations and negligence.

**12.12 NO SUBLETTING**

It shall **not be** lawful for the Tenant to assign or sublet all or any portion(s) of the Premises at any time unto any person or persons whomsoever without the consent in writing of the Landlord, which consent may be arbitrarily withheld, but if granted, shall be subject to the following terms:

- (a) Such assignment shall be for the same uses as set out herein or uses which are in compliance with Municipal zoning by-laws.
- (b) The Tenant shall not be released from its covenants hereunder; and
- (c) The proposed Sub Tenant shall sign a specific Adherence Agreement to which this Lease shall form an Exhibit and provide such other information and covenants as the Landlord may require.

#### **12.13 NOTICE OF ACCIDENT OR DEFECT**

The Tenant will give the Landlord prompt written notice of any accident to or defect in the heating apparatus, electric lights or other wires or of any fire on the said Premises, but, unless otherwise herein provided, there shall be no obligation on the part of the Landlord to repair or make good any such matters.

#### **13.0 LANDLORD'S NON-LIABILITY**

Except for loss, damage or injury caused by the negligence of the Landlord or its servants, or those for whom the Landlord is in law responsible, the Landlord shall not be liable or responsible in any way for any injury to any person or for any loss or damage to any property at any time in or upon the Premises or the building of which the Premises form part howsoever the same shall be caused, including, in respect of damage to property, but without limiting the generality of the foregoing, damage by electricity, gas, fire, steam, water, rain, ice or snow. With respect to any injury, loss or damage to the person or any property of the Tenant or any employees, invitees or licensees of the Tenant, the Tenant hereby covenants to indemnify the Landlord of and from all, in each case only direct loss, costs, claims or damages in respect of such injury, loss or damage. Notwithstanding the foregoing, in the event the Landlord should otherwise be liable at law, the Landlord shall not be exempted from liability for damage to such property or persons caused by those risks against which the Landlord is insured under its comprehensive general liability insurance policy.

#### **14.0 ACCIDENTAL STOPPAGE OF HEAT OR ELECTRIC LIGHT**

Except for loss, damage or injury caused by the negligence of the Landlord or its servants, or those for whom the Landlord is in law responsible, the Landlord shall not be responsible for any damage which may be caused, nor shall it be responsible for any act of omission or commission on the part of the person or persons employed to perform caretaking and maintenance work, nor shall the Tenant be entitled to claim diminution of Rent should said heating apparatus be temporarily stopped or cease working for the purpose of effecting repairs or improvements to it, or for any other reason whatever, nor by reason of the failure of electric or other power or otherwise, nor for the failure in the supply of electric light in the corridors, passages or stairways, nor for the failure to keep the same lighted. Notwithstanding the foregoing, in the event the Landlord should otherwise be liable at law, this paragraph shall not be deemed to exempt the Landlord from liability for those damages caused by those risks against which the Landlord has insurance coverage.

#### **15.0 INDEMNITY**

- (a) The Tenant shall indemnify and hold the Board, its elected officials, officers, employees and agents (each an "Indemnatee") harmless from and against all actions, causes of action, liabilities (whether accrued, actual, contingent or otherwise), claims, judgments (including legal fees on a solicitor/client basis and all other costs of defense thereof) and demands made by any person including the Tenant's own employees arising out of activities under this Lease by the Tenant, its agents, servants, employees, or invitees, or arising from or in connection with the Tenant's action or failure to take action with respect to any matters which are the subject of this Lease existing or incurred as at or subsequent to the date of this Lease.
- (b) The Landlord shall be responsible for latent defects in the demised premises and shall be responsible for its own negligence or that of its servants or other persons for whom the Landlord is in law responsible and the Landlord shall indemnify and save harmless the Tenant from any claims to that effect.
- (c) An Indemnatee shall give the Tenant notice of any action, cause of action, liability, claim or demand for which the Tenant may be liable within ten (10) days of such action, cause of action, liability, claim or demand coming to the Indemnatee's attention. Each Indemnatee shall permit the Tenant, at its expense, to participate in any negotiations, to assume the defence of any action or proceeding and to settle any claim in respect of which indemnification is sought under this Lease.

#### **16.0 REPRESENTATIONS**

The Tenant agrees that no representations or promises with respect to the Premises or the said Building have been made by the Landlord nor by any agent or other person on its behalf except as are herein expressly set forth, and that the entering into possession by the Tenant shall be conclusive evidence as against the Tenant that the said Premises and the said Building of which the same form part were in good and satisfactory condition at such time that possession was so taken.

**17.0 CONDONING**

Any condoning, excusing or overlooking by one party to this Lease of any default, breach or non-observance by the other party to this Lease at any time or times, in respect of any covenant, proviso or condition herein contained shall not operate as a waiver or such party's rights hereunder in respect of any subsequent default, breach or non-observance.

**18.0 SUPPLY OF SERVICES AND INABILITY TO REPAIR**

It is understood and agreed that whenever and to the extent that the Landlord or the Tenant, as the case may be, without any unreasonable fault, negligence or omission on such party's part or that of such party's employees or others for whom such party is responsible at law, shall be unable to fulfil, or shall be delayed or

restricted in the fulfillment of any obligation hereunder in respect of the supply or provision of any service or utility or the doing of any work or the making of any repairs by reason of being unable to obtain the materials, goods, equipment, service, utility or labour required to enable such party to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any governmental department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond such party's control whether of the foregoing character or not, the Landlord or the Tenant, as the case may be shall be relieved from the fulfillment of such obligation and the other party to this Lease, as the case may be, shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Notwithstanding any of the foregoing and without limiting the generality of the foregoing, in the event that the Landlord or the Tenant, as the case may be, can provide the required material or services without infringing on any of the governmental regulations in force, the Landlord or the Tenant, as the case may be, shall avail itself of such materials or services in order to do any work or make any repairs as hereinbefore provided.

**19.0 LOSS OF OR DAMAGE TO FURNITURE, ETC.**

It is agreed between the Landlord and the Tenant that except for loss, damage or injury caused by the negligence of the Landlord or its servants or others for whom the Landlord is responsible at law, the Landlord shall not be responsible for any loss of property upon the Premises, however occurring, or for any damage done to the furniture, goods, or other effects of the Tenant. Notwithstanding the foregoing, in the event that

the Landlord should otherwise be liable at law, this paragraph shall not be deemed to exempt the Landlord from liability for those damages which may be covered by the Landlord's liability insurance coverage.

**20.0 PERSONAL INJURY**

Subject to provisions of Section 16.0 of this Lease under the heading of "Landlord's Non-Liability", the Landlord shall not be liable nor responsible in any way for any personal injury that may be suffered or sustained by the Tenant or any employee of the Tenant or any other person who may be upon the Premises or in or about the said Building of which the Premises form part or for any loss of or damage or injury to any property belonging to or in the possession of the Tenant or any employee of the Tenant or any other person whether such property is on the Premises or in or about the said Building and, in particular, (but without limiting the generality of the foregoing) the Landlord shall not be liable for any injury, loss or damage to any person or property caused by smoke, steam, water, rain, snow, or fumes which may leak, issue or flow into the Premises from any part of the said Building or from the water, steam, sprinkler, drainage or smoke pipes or plumbing equipment of the same or from any other place or quarter or caused by or attributable to the condition or arrangement of any electrical or other wiring or of the air conditioning equipment or caused by anything done or omitted to be done by the Tenant or any other tenant, or occupant of the said Building. Notwithstanding any of the foregoing, this paragraph shall not be deemed to exempt the Landlord from liability for these damages which may be covered by the Landlord's liability insurance coverage.

**21.0 INSTALLATION OR REPAIR OF SERVICES**

The Landlord and any person authorized by the Landlord shall have the right to install, maintain and/or repair pipes, wires, ducts or other installations in, under or through the Premises for or in connection with the supply of any services to the Premises or the said Building in which the Premises are situate, or any part thereof, provided all such work shall be carried on with reasonable prior notice to the Tenant and with minimum interference to the Tenant's use of the Premises. Such services shall include, but not be limited to, telephone and intercommunication systems. Notwithstanding the foregoing, the Tenant shall have the right to install telephone equipment, wires, lines, conducts and other telephone services to the said Premises subject to the consent of the Landlord, which consent will not be unreasonably withheld nor delayed, and provided that no substantial damage or alteration is effected thereby.

**22.0 DAMAGE TO EQUIPMENT**

If the heating or the air-conditioning equipment or the water pipes or drainage pipes or electric lighting or other equipment of the said Building of which the Premises forms a part become impaired, injured, damaged, destroyed or stopped up through the carelessness, misuse or neglect of the Tenant or of any employee of the Tenant or of any person permitted by the Tenant to be upon the Premises, the expense of the necessary repairs and replacements shall be borne by the Tenant who shall pay the same to the Landlord forthwith on demand.

**23.0 BOARD RULES AND REGULATIONS**

The Landlord shall have the right from time to time to make reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for preservation of good order therein and the same shall be kept and observed by the Tenant who shall insist that all persons being in the Premises by reason of the use of the Premises by the Tenant shall observe and comply with the said rules and regulations in accordance with **Schedule "E"**. The Parties agree that any changes to the Rules and Regulations after the signing of this Lease shall be upon mutual agreement of both parties.

**24.0 CONSULTATIONS WITH SCHOOL PRINCIPAL**

The Tenant acknowledges that cooperation and communication between the Tenant and the Principal of the School will be advantageous for both parties. In particular the Tenant shall inform the Principal of the School of any substantial changes in the direction of the Tenant's programs and consult with the Principal on decisions which will affect the School community in accordance with **"Schedule "E"**.

**25.0 ENTIRE AGREEMENT**

This Lease contains all the representations, warranties, covenants, agreements, conditions and understandings between the Landlord and the Tenant concerning the Premises or the subject matter of this Lease.

**26.0 LAWS OF ONTARIO**

This Agreement shall be deemed to have been made in and governed in accordance with the laws of the Province of Ontario;

**27.0 NOTICES**

Any notice or notices required to be given hereunder to any party shall effectively be given if delivered personally or sent by prepaid registered mail, mailed in the Province of Ontario, or by email to the Parties respectively as follows:

**Landlord:** **BLUEWATER DISTRICT SCHOOL BOARD**  
 Attention: Jayme Bastarache, Supervisor Project Development  
 Plant Department, 351 1<sup>st</sup> Avenue North, Chesley, ON N0G 1L0  
 E: [jayme\\_bastarache@bwdsb.on.ca](mailto:jayme_bastarache@bwdsb.on.ca)

And

**Tenant:** **MUNICIPALITY OF ARRAN-ELDERSLIE**  
 Peggy Rouse, Clerk  
 1925 Bruce Road 10, Chesley, ON N0G 1L0  
 E: [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

Or such other address of which the one party has notified the other party, in writing.

(3) Notice delivered by registered mail shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of such mailing.

(4) Notice delivered by personal delivery or courier shall be deemed to have been received on the date the recipient acknowledges receipt on the notice or a copy of it with a signature and date of acceptance.

(5) Emergency Contact information is provided in **Schedule "D"**.

**28.0 ENUREMENT**

This Indenture shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns.



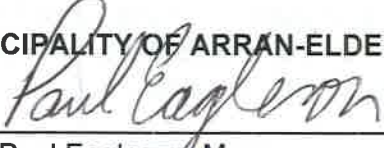
IN WITNESS WHEREOF each of the Parties has executed this Lease attested to by the hands of the proper officers of the Parties authorized in that behalf.

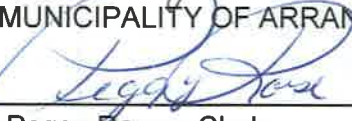
**BLUEWATER DISTRICT SCHOOL BOARD (Landlord)**

Per:   
Rob Cummings, Superintendent of Business Services  
BLUEWATER DISTRICT SCHOOL BOARD

I have authority to bind the Corporation.

**MUNICIPALITY OF ARRAN-ELDERSLIE**

Per:   
Paul Eagleson, Mayor  
MUNICIPALITY OF ARRAN-ELDERSLIE

Per:   
Peggy Rouse, Clerk  
MUNICIPALITY OF ARRAN-ELDERSLIE

We have authority to bind the Corporation

**Schedules:**

- Schedule "A"      Leased Area
- Schedule "B"      Other Shared Facilities
- Schedule "C"      Custodial
- Schedule "D"      Emergency Contacts
- Schedule "E"      Rules and Regulations
- Schedule "F"      Floor Plan
- Schedule "G"      Lease Calculation Schedule

**SCHEDULE ‘A’**

**TO**

**COMMUNITY PARTNERSHIP LEASE AGREEMENT  
LEASED AREA – MUNICIPALITY OF ARRAN-ELDERSLIE  
(Referred to in Sections 1.0, 2.0, 5.1 and 12.2)**

**BETWEEN:** **BLUEWATER DISTRICT SCHOOL BOARD**  
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**  
as Tenant

**Dated:** June 01, 2018

Complete description of the Leased areas:  
**Classroom 9 and non-exclusive use of washrooms WR 5 and WR 6 within Paisley Central School  
and being 756 square feet of rented space.**

Normal Hours of Operation:  
  
**Monday to Friday, during regular School Board calendar days as provided yearly.**  
Hours: 9:00 am to 6:00 pm



**SCHEDULE 'B'****TO****COMMUNITY PARTNERSHIP LEASE AGREEMENT  
OTHER SHARED FACILITIES – MUNICIPALITY OF ARRAN-ELDERSLIE  
(Referred to in Sections 5.2 and 11.2)**

**BETWEEN:** **BLUEWATER DISTRICT SCHOOL BOARD**  
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**  
as Tenant

**Dated:** June 01, 2018

Complete a description of the other School facilities which the Tenant is entitled to share and some detail as to the sharing arrangements.

**Washrooms WR 5 and WR6.**

**Special Occasion permits may be issued by Community Education for spaces such as the General Purpose Room.**

**SCHEDULE 'C'****TO**

**COMMUNITY PARTNERSHIP LEASE AGREEMENT  
CUSTODIAL – MUNICIPALITY OF ARRAN-ELDERSLIE**  
(Referred to in Sections 11.5 and 12.9)

**BETWEEN:** **BLUEWATER DISTRICT SCHOOL BOARD**  
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**  
as Tenant

**Dated:** June 01, 2018

**CLEANING PROCEDURES****Daily Procedures:**

- Prepare all-purpose disinfectant, and cleaner solutions and equipment (Dilute chemicals as per manufacturer's specifications).
- Empty waste receptacles, Replace liners, if necessary.
- Dust mop or sweep all hard floor surfaces.
- Spot mop all floor surfaces with cleaning solution. Ensure that Wet Floor Signs are displayed.
- Vacuum all carpets and rug areas
- Clean entrance doors and frames
- Spot clean walls
- Damp wipe or dust horizontal surfaces: desks, chairs, telephones, filing cabinets, shelving, and window edge.
- Clean sinks, counters and spot clean furniture and cabinets using a disinfectant solution
- Replenish supplies – soap, tissue, towels, etc.
- Washrooms: wash with germicidal detergent: toilets; inside and out, sinks; inside and out
- Check the room and make any required repairs to lights, light fixture covers, ceiling tiles, etc. Follow the appropriate procedures for and repairs requiring a work order.
- Close and secure windows and window coverings.
- Check setting of thermostat, shut off lights and lock door.

**Cycle Cleaning: Weekly**

- Dust all areas (i.e. shelving, ledges, window sills, door frames, etc.).
- Detail vacuuming (including under radiators, convectors, fixtures; in corners; along baseboards).
- Damp mop all hard floor surfaces. Ensure that Wet Floor Signs are displayed.
- Clean all furniture and counters.
- Spot clean all walls and doors using the all-purpose solution.

**Cycle Cleaning: Annually**

- Wash walls, doors, light fixtures, and vents. Remove all staples, nails and tape.
- Wash all windows.
- Wash all Board issued furniture including book shelves, if cleared off.
- Clean sinks, counters and cupboards.
- Scrub and refinish hard floor surfaces (or strip, seal and finish as required.)
- Extract all carpeted areas.

**Water Flushing:**

Is the responsibility of the Board – logs are required to be filled out on a **weekly** basis as per the Safe Water Drinking Act 2002 - 0.Reg. 243/07.

**Annual Sampling and Lead Testing:**

It is the responsibility of the Board to sample once in each calendar year, and provide a copy to the Tenant and to keep a record as per the Safe Water Drinking Act 2002 - 0 Reg. 243/07, as amended. Typically, the sample will be taken in June or July.

SCHEDULE 'D'

TO

COMMUNITY PARTNERSHIP LEASE AGREEMENT  
EMERGENCY CONTACTS – MUNICIPALITY OF ARRAN-ELDERSLIE  
(Referred to in Sections 12.0 and 27.0)

BETWEEN: BLUEWATER DISTRICT SCHOOL BOARD  
as Landlord

and MUNICIPALITY OF ARRAN-ELDERSLIE  
as Tenant

Dated: June 01, 2018

Tenant Contact Information:

Municipal Clerk  
1925 Bruce Road 10, Chesley, ON N0G 1L0  
E: clerk@arran-elderslie.ca  
T: 519-363-3039 ext 118

Board Contact Information:

Lease Coordinator: Supervisor Project Development  
351 1<sup>st</sup> Avenue, North, Chesley, ON N0G 1L0  
E: jayme\_bastarache@bwdsb.on.ca  
519-363-2014 ext.2125

Emergency Maintenance Contact:	Plant Services Assistant Plant Services 519-363-2014 ext. 2058	Plant Services Secretary Plant Services 519-363-2014 ext. 2003
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After hours emergency South pager number: 519-374-2441 in accordance with Administrative Procedure AP 3305-D.

**SCHEDULE 'E'****TO****COMMUNITY PARTNERSHIP LEASE AGREEMENT****RULES AND REGULATIONS – MUNICIPALITY OF ARRAN-ELDERSLIE**

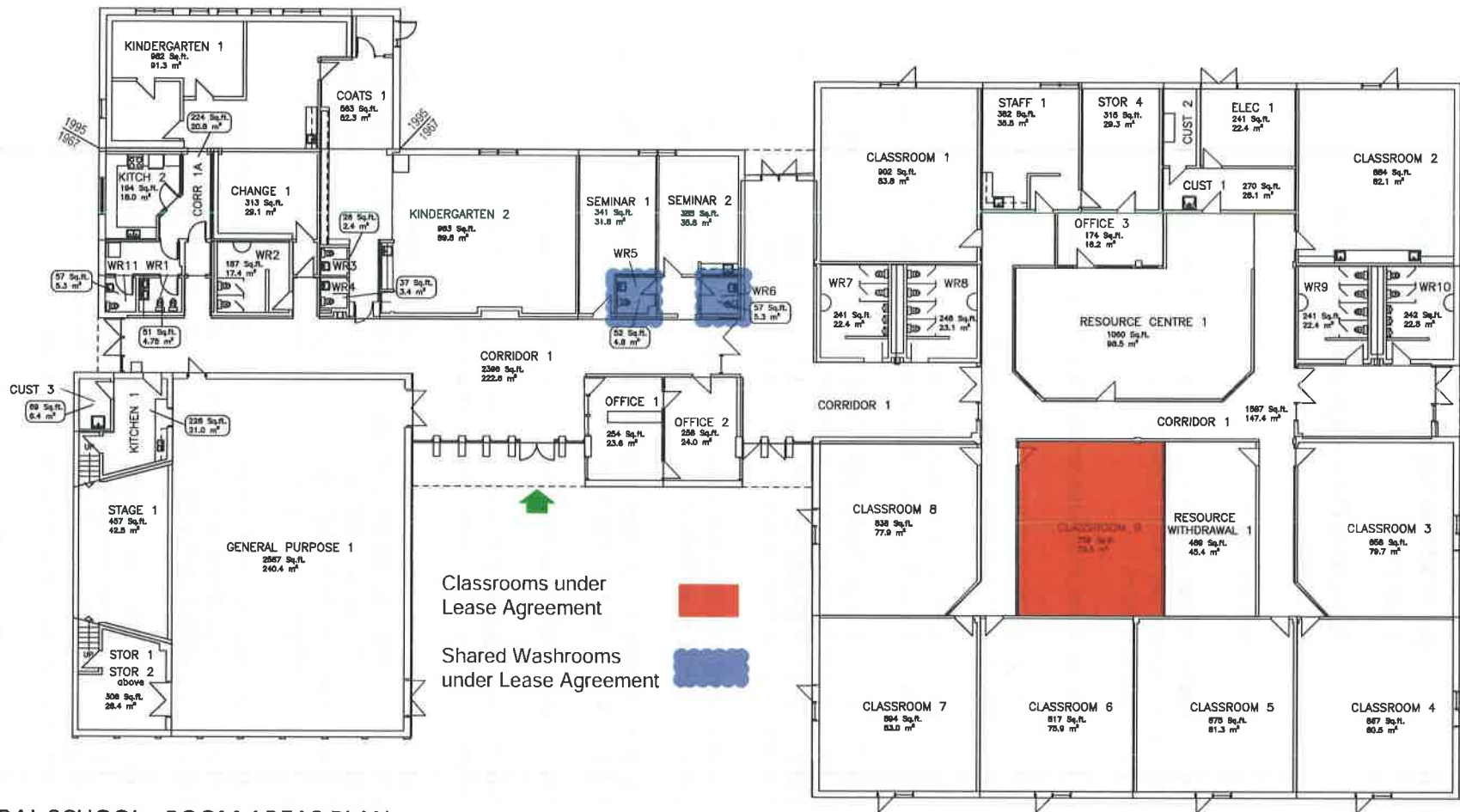
(Referred to in Sections 12.2, 23.0 and 24.0)

**BETWEEN:** **BLUEWATER DISTRICT SCHOOL BOARD**  
as Landlord

and **MUNICIPALITY OF ARRAN-ELDERSLIE**  
as Tenant

**Dated:** June 01, 2018

1. The sidewalks, entrances, and corridors of the Premises shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the premises.
2. All Fire Routes at the Premises shall remain free, clear and accessible at all times.
3. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to the Board or any other tenant.
4. No animals or birds shall be brought into the Building in which the Premises are located, or kept in the Premises without the written approval of the School Administrator
5. The Tenant shall not mark, drill into, bore, cut or in any way damage or deface the walls, ceilings or floors of the Premises without written approval of the Board. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Board. No broadloom or carpeting shall be affixed to the Premises by means of a non- soluble adhesive or similar product.
6. No one shall use the Premises for sleeping apartments or residential purpose, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. No toxic, dangerous, explosive or other inflammable materials, including oils, shall be kept or permitted to be kept in or on the Premises.
8. Canvassing, soliciting and peddling in the Premises is prohibited.
9. The Tenant shall first obtain in writing the consent of the Board for the placement by the Tenant of any garbage containers or receptacles outside the Premises.
10. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, toys, diapers, wet wipes or any other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
11. The Tenant shall not use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatuses within the Building which is in any manner audible or visible outside of the Premises.
12. The moving of all heavy equipment and office equipment or furniture shall occur at a time consented to by the Board and the persons employed to move the same in and out of the Building must be acceptable to the Board. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates.
13. The Board shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, its employees, agents, servants, contractors or invitees. The Board may from time to time waive any of such rules and regulations as applied to particular tenants and is not liable to the Tenant for breaches thereof by other tenants as long as it does not breach the Tenant's regulatory rights.



PAISLEY CENTRAL SCHOOL - ROOM AREAS PLAN

NOTE: THESE PLANS HAVE BEEN MODIFIED TO SUIT PRINTING AND ARE NOT TO SCALE. FOR MORE DETAILED INFORMATION REFER TO THE ORIGINAL DRAWINGS FOR EACH SCHOOL.

KEY PLAN

NOT TO SCALE

AREA ANALYSIS

ORIGINAL BUILDING	22,798 sq.ft.
1995 ADDITION	1,238 sq.ft.
TOTAL	24,036 sq.ft.

ORIGINAL BUILDING	2,118 sq.m.
1995 ADDITION	115 sq.m.
TOTAL	2,233 sq.m.

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MC ARCHITECTS

BWDSB

N T S

SFIS No. 1744

PAISLEY CENTRAL SCHOOL

BLUEWATER DISTRICT SCHOOL BOARD

Project

PAISLEY CENTRAL SCHOOL - ROOM AREAS PLAN

School Code

PAI-170

Sheet No

RA-1

**Bluewater District School Board**  
**Lease Calculation Schedule for Arran Elderslie Lease at Paisley Central School**  
**31-Dec-17**

Paisley Central School	# of Schools	ADE	OTG	Utilization	Total Revenue	Operations Costs (OC)	Net Position
2015-16	1	138	245	56%	\$ 210,517	\$ 236,398	\$ (25,881)
2016-17	1	143	245	58%	\$ 222,198	\$ 252,302	\$ (30,105)

Item/Description	ft <sup>2</sup>	2016-17
Total Operating Costs		\$ 252,302
Less: Snow and Grass		\$ (11,140)
Base OC		\$ 241,162
\$/ft <sup>2</sup> Calculation		
Applicable OC		\$ 241,162
Total ft <sup>2</sup>	24,036	
Total \$/ft <sup>2</sup>		\$ 10.03
Total ft <sup>2</sup> Calculation		
Classroom 9 Total ft <sup>2</sup>	756	
Lease Cost for ft <sup>2</sup>	756	\$ 7,585.24
Add: Grass Cutting		\$ 2,040.00
Add: Snow Removal		\$ 9,100.00
2017-18 Annual Lease		\$ 18,725.24
Total/Month		\$ 1,560.44





## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: SRFIN.22.01 By-Law Updates for 2022

Report from: Tracey Neifer, Treasurer

Appendices: Appendix A: By-Law 01-2022 Interim Tax Levy

Appendix B: By-Law 02-2022 Borrowing By-Law

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### **Recommendation**

Be It Resolved that Council hereby,

1. Receive By-Law 01-2022 being a by-law to provide for a 2022 interim tax levy and to provide for the payment of taxes, and
2. Receive By-Law 02-2022 being a by-law to enter into an agreement with Canadian Imperial Bank of Commerce, and
3. That the By-Laws be brought forward for Council approval.

---

### **Report Summary**

The interim tax levy provides the authority to bill and collect on taxes in 2022 and establishes dates for which the interim levy shall become due and payable. The interim dates are similar to last year and have been set to March 24<sup>th</sup> and June 24<sup>th</sup>. The final instalment dates will be August 24<sup>th</sup> and October 24<sup>th</sup>.

The agreement with CIBC provides for temporary borrowings to meet expenditures, if needed, given that the taxes for the year are not due and payable until March and June. Historically we have not needed to rely on temporary borrowings, but it is best practice to have the by-law in place.

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**Background**

On an annual basis these financial related by-laws require updating.

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**Analysis**

The by-laws are reviewed and updated annually.

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**Link to Strategic/Master Plan**

Not applicable

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**Financial Impacts/Source of Funding/Link to Procurement Policy**

No additional information or impacts

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

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

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**BY-LAW NO. 01-2022**

**BEING A BY-LAW TO PROVIDE FOR A 2022 INTERIM TAX LEVY  
AND TO PROVIDE FOR THE PAYMENT OF TAXES**

WHEREAS Section 9 of the *Municipal Act 2001, 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 the assessment roll on which 2022 taxes are to be levied will be returned and revised pursuant to the provisions of the *Assessment Act*; and

WHEREAS it is necessary for the Council of the Corporation of the Municipality of Arran-Elderslie pursuant to the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, to raise certain sums for the 2022 taxation year; and

WHEREAS it is expedient to provide for an interim tax levy and to fix the date upon which such interim tax levy shall become due and payable;

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

1. THAT the 2022 interim levy is hereby imposed and levied on the whole of the taxable assessment for all rate able property in the Municipality of Arran-Elderslie according to the last revised assessment roll of the Corporation of the Municipality of Arran-Elderslie.
2. For the year 2022, the interim levy shall become due and payable in two equal installments being March 24<sup>th</sup>, 2022 and June 24<sup>th</sup>, 2022 and shall be at 50% of the taxes levied in the previous year.
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 10<sup>th</sup> day of January, 2022.

READ a THIRD time and finally passed this 10<sup>th</sup> day of January, 2022.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

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

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**BY-LAW NO. 02-2022**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT  
WITH CANADIAN IMPERIAL BANK OF COMMERCE**

WHEREAS in accordance with Section 407(1) of the *Municipal Act, S.O. 2001, c.25, as amended*, the Municipality of Arran-Elderslie considers it necessary to borrow the amount of \$ 2,000,000.00 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS pursuant to Section 407(2) of the *Municipal Act, S.O. 2001, c.25, as amended*, the total amount borrowed pursuant to this By-law together with the total any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board;

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

1. That the Treasurer is authorized on behalf of the Municipality to borrow, from time to time, from the Canadian Imperial Bank of Commerce ("CIBC") a sum or sums not exceeding in the aggregate \$2,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. That all sums borrowed pursuant to this By-law, as well as all other sums borrowed pursuant to the Act in this year and in any previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and showing the total of any amounts borrowed that have not been repaid.

\*\*\*\*\*

READ a FIRST and SECOND time this 10<sup>th</sup> day of January 2022.

READ a THIRD time and finally passed this 10<sup>th</sup> day of January 2022.

---

Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: SRW.22.01 Tree Damage Paisley

Report from: Scott McLeod, Public Works Manager

Appendices: Appendix A: Four Photos of Tree Damage to Vehicles Appendix B: IPG  
– Letter to Marc Crawford

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### **Recommendation**

Be It Resolved that Council hereby,

1. That the request to compensate the property owner at 242 Alma Street for \$4000.00 for damage incurred to his vehicles from a municipal tree, be denied.

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### **Report Summary**

On Saturday December 11, 2021 a wind storm took place in Arran-Elderslie. Staff was called in at approximately 1:30 pm for a tree blown down on Inkerman Street in Paisley. No damages reported at this location.

On Monday December 13, 2021 Marc Crawford called the Municipal Office to report a municipal tree along Victoria Street had blown over Saturday onto his two vehicles. Staff explained that it was necessary to confirm that the tree was in fact located on municipal property and that the respective insurance providers be contacted. Our Municipal insurance information was provided to Mr. Crawford's insurance company the following day Tuesday December 14, 2021.

It was discovered Mr. Crawford had no comprehensive insurance coverage on his vehicles.

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## **Background**

On Friday December 17, 2021 Mr. Crawford reached out to Council about tree incident.

Municipal staff took pictures and removed the tree from the vehicles and property. Vehicles damaged were a Dodge Durango; year 2000 and a Dodge Club Cab ½ Ton Pick-Up; year 2003. Marsh Canada appointed a claim representative IPG for the incident. Pictures of the vehicles/tree and damage were provided as per attached – Appendix A.

Upon review of the insurance investigation IPG indicated Municipality was not liable for damages and the claim was denied, see attached letter – Appendix B. It was determined that the tree was otherwise healthy (no prior history of tree condition complaints or prior issue/damage).

No appraisal of the two vehicles was undertaken by IPG, which would cost approximately \$500.00 to undertake. However, staff have consulted with external sources and for information purposes the Kelly Blue Book Canadian On-line vehicle 3<sup>rd</sup> party pricing estimates as follows: the 2000 Dodge Durango at \$3,086 to \$4,006 and the 2003 1500 Dodge Pickup \$4,950 to \$6,020.

---

## **Analysis**

In discussions with Mr. Crawford, he feels the tree belonging to the Municipality caused damage to both his vehicles making the Municipality liable. Mr. Crawford would be willing to accept and sign off on a onetime payment of \$4,000.00.

It should be noted that Mr. Crawford did not have comprehensive insurance on these vehicles and that he was operating these vehicles under the risk of no coverage should they be damaged. In accordance with IPG's recommendations no further payment should be made with respect to this matter.

---

## **Link to Strategic/Master Plan**

Not applicable to this report.

---

## **Financial Impacts/Source of Funding/Link to Procurement Policy**

No financial costs.

---

Approved by: Sylvia Kirkwood, Chief Administrative Officer



















December 21, 2021

sent by email only

[Crawdawg440@gmail.com](mailto:Crawdawg440@gmail.com)

Sylvia and Tracey Crawford  
242 Alma St  
Paisley On.

**Your File No.:** N/A

**Our File No.:** 53640-166693  
MWP

**Attention: Marc Crawford**

**RE: Type of Loss:** Vehicle Damage

**Date of Loss:** December 11, 2021

**Our Insured:** Corporation of the Municipality of Arran Elderslie

---

Dear Marc:

This will acknowledge your correspondence of December 13, 2021 directed to the Corporation of the Municipality of Arran Elderslie.

We are the Third Party Administrators handling this matter on behalf of the Corporation of the Municipality of Arran Elderslie.

We have completed our investigation. We respectfully deny liability on the part of the Corporation of the Municipality of Arran Elderslie. There is no history of complaints about the health of the tree and you indicated the tree appeared to be healthy prior to the loss date. There were extreme winds and gusts of wind over 100 kilometres on the date of loss in southern Ontario which caused unforeseen extensive damage. The Municipality has no control over wind and can not be held liable for wind damage caused by a healthy tree.

Should you have any information which may have bearing on this decision, please advise.

Yours truly,

Mark S. Potts  
Senior Examiner, Public Sector Group  
[mark.potts@ipgclaims.com](mailto:mark.potts@ipgclaims.com)  
Direct: 519-804-6552 Toll Free: 888-204-4726  
Mobile: 226-750-0087 | Fax: 877-360-7335

MWP/mp





## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: SRW.22.02 Teeswater River Temporary Bridge - Fill and Abutment

Report from: Scott McLeod, Public Works Manager

Appendices: Appendix A: Temporary Bridge Drawing

---

### **Recommendation**

Be It Resolved that Council hereby,

1. Support B.M. Ross and Associates Limited to investigate the viability of leaving the fill and temporary bridge abutment after the construction of the new Teeswater River Bridge in Paisley is in place, and
2. That the associated cost of \$4,000 be financed by the Working Capital Reserve account 01-0000-2101.

---

### **Report Summary**

During the initial Teeswater River Bridge Working Group meeting, a suggestion was presented to leave the fill and temporary bridge abutment after the construction of the new Teeswater River bridge to provide a future viewing platform, etc.

---

### **Background**

Leaving the fill placed on the south side of the Saugeen River or dyke wall would create a more accessible and functional lot. Leaving the temporary bridge abutment on the north side of the dyke could potentially create a viewing area for the river along the top of the present dyke walking trail.

---

**Analysis**

Kelly Vader from B.M. Ross and Associates Limited (BM Ross) the firm overseeing the Environmental Assessment process for the bridge project has indicated their firm could review the potential for these two (2) options for an additional cost as this work is outside the scope of their current project.

BM Ross would complete a hydraulic investigation to determine the fill volumes versus the flood plain storage. These findings would then be sent to the Saugeen Valley Conservation Authority for review/approval.

---

**Link to Strategic/Master Plan**

Not applicable.

---

**Financial Impacts/Source of Funding/Link to Procurement Policy**

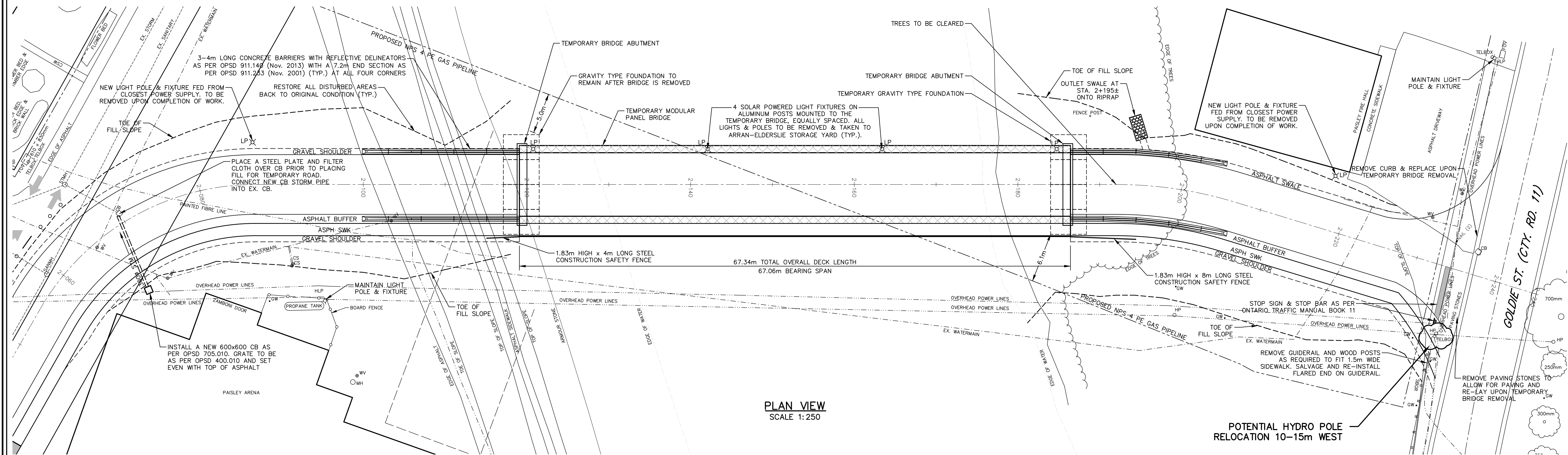
BM Ross indicated the cost of this investigation would be approximately \$4,000.00. Funding for this work could be allocated from working capital reserves account 01-0000-2101.

Further investigations with Bruce County shall take place to absorb these fees if cost savings are achieved by the contractor in the tender process of the Teeswater River Bridge Project.

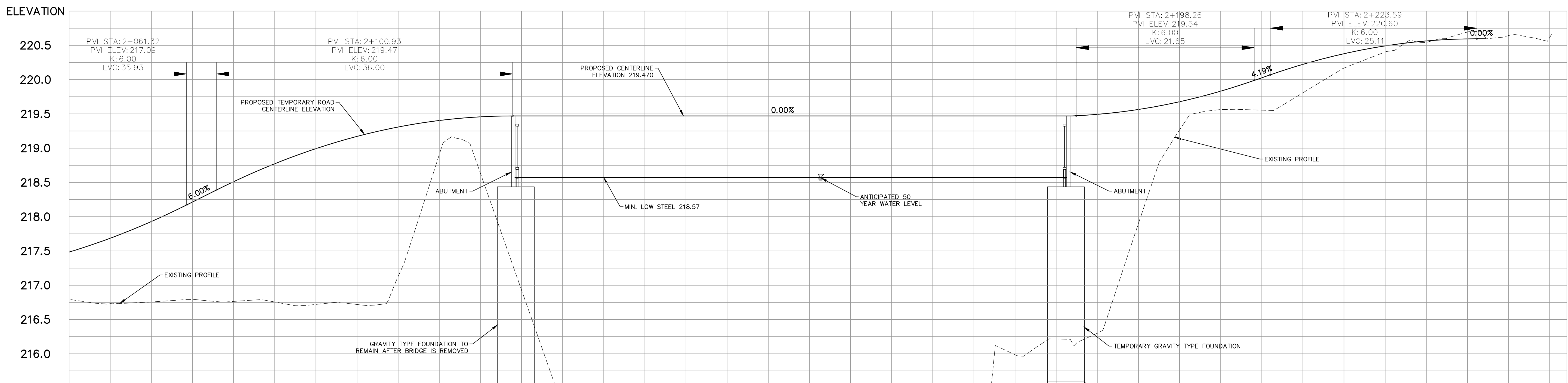
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Approved by Sylvia Kirkwood, Chief Administrative Officer

SEE DRAWING #3 FOR PROPOSED  
TEMPORARY ROAD CROSS SECTIONS



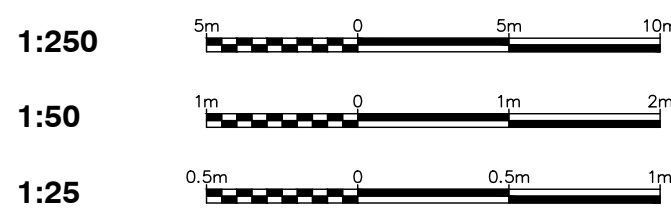
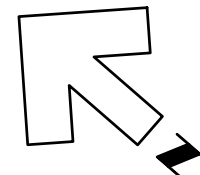
PLAN VIEW  
SCALE 1:250



STATION	EXISTING ℄ GRADE	FINISHED ASPHALT GRADE
2+070	216.731	217.686
2+080	216.756	217.930
2+090	216.791	218.214
2+100	216.764	218.511
2+110	216.756	218.773
2+120	216.720	218.993
2+130	216.719	219.171
2+140	217.127	219.308
2+150	218.905	219.404
2+160	218.635	219.457
2+170	216.931	219.470
2+180	215.229	219.470
2+190	213.813	219.470
2+200	213.809	219.470
2+210	213.805	219.470
2+220	213.800	219.470
2+230	213.796	219.470
2+240	213.791	219.470
2+250	213.787	219.470
2+260	213.783	219.470
2+270	213.778	219.470
2+280	213.774	219.470
2+290	215.986	219.470
2+300	216.216	219.470
2+310	216.300	219.493
2+320	217.899	219.564
2+330	219.265	219.677
2+340	219.563	219.831
2+350	219.554	220.027
2+360	219.807	220.223
2+370	220.168	220.378
2+380	220.403	220.492
2+390	220.543	220.564
2+400	220.694	220.594
STATION	EXISTING ℄ GRADE	FINISHED ASPHALT GRADE

NOTES:

1. See drawing #7 for additional notes.



Design By: M.A.B.

Checked By: R.J.M.

# PRELIMINARY

No.	DATE	REVISION
1.	July 19, 2021	Issued for County Review
2.	July 21, 2021	Temporary Bridge RFP
3.	Aug. 13, 2021	Temporary Bridge RFP
4.	Sept. 16, 2021	Issued for Eastlink Review
5.	Oct. 8, 2021	Issued for County Review
6.	Nov. 4, 2021	Issued for Review by County & Municipality



Goderich	Mount Forest	Sarnia
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**County of  
Bruce**

## Paisley Temporary Bridge over Teeswater River

### Plan, Elevation & Section Views

**Structure No.**  
**0333300**

**Project No.**  
**BR1400**

Scale (24x36)  
Horizontal : 1:250  
Vertical : 1:25

**Drawing No.**  
**2 of**





## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: SRW.22.03 Elgin Street, Tara Drainage

Report from: Scott McLeod, Public Works Manager

Appendices: Appendix A - Resident Letter to Municipality  
Appendix B - GSS Letter Report, Elgin Street Flooding

---

### **Recommendation**

Be It Resolved that Council hereby,

1. Receive the GSS Letter Report on Elgin Street Flooding and await the completion of the Tara Stormwater Study before undertaking major improvements.
2. Approve the interim use of proposed 2022 operational budget funds to complete maintenance items and ditching as needed, from account 01-3018 – Environmental – Storm Water.

---

### **Report Summary**

In August 2021, a letter was sent from the residents at 89 Elgin Ave in Tara concerning surface water and drainage issues. Included with the letter was a petition with eleven signatures from homeowners living on Elgin Ave. The letter is attached as Appendix A. Homeowners along Elgin Avenue in Tara felt that as a result of the more recent built Chestnut Hill subdivision maybe causing their flooding/drainage problems.

---

### **Background**

GSS Engineering (GSS) has been actively working on a Stormwater Assessment Need Study for Arran-Elderslie.

Due to their familiarity with the area and the work they are currently undertaking, GSS was requested to review the drainage concerns that were raised on Elgin Avenue in Tara.

As part of the background work, GSS completed a field investigation through a site visit, CCTV inspection with Municipal Staff and a topographic survey.

The conclusions drawn from the investigation were as follows:

- Flooding along Elgin Avenue is unrelated to the Chestnut Hill Subdivision.
- Collapsed clay sewer piping on the east side of Elgin Avenue may potentially have foundation drains connected to it.
- Drainage through the ditch is not ideal due to partially filled culverts.
- Rear yard catch basins and outlets are undersized and improperly built.
- The storm sewer outlet on Elgin Avenue may be undersized but cannot be upgraded due to location between present home foundations.

---

## **Analysis**

The following five recommendations were presented in the GSS Letter Report attached as Appendix B.

1. Improve ditching to at least a 2-foot depth or replace with an urban curb & gutter design.
2. Replace existing collapsed clay sewer, which potentially provides foundation drains.
3. Procure easements along eastside of homeowner backyards. Provide new catch basins with proper outlet sizing.
4. Eliminate the road dip profile on Elgin Ave, with a positive slope to Matilda Street.
5. Construct a new storm sewer on Matilda Street.

The GSS Letter Report recommends waiting for the completion of the Stormwater Study for Tara before undertaking the major recommendations along Elgin Avenue. In the interim, funds from the proposed 2022 operational budget should be allocated to address repairs where possible and complete ditching.

---

## **Link to Strategic/Master Plan**

This report will link to the Stormwater Assessment Study and the Consolidated Linear Infrastructure – Environmental Compliance Approval (CIL-ECA).

---

**Financial Impacts/Source of Funding/Link to Procurement Policy**

Funds to complete necessary maintenance items would be drawn from the operational budget account 01-3018 – Environmental – Storm Water. The 2022 draft budget as presented identifies \$25,622 (2021 Budget \$23,365).

Major upgrades with design changes, installing catch basins and piping must be financed through the Capital Budget. Capital upgrades to the stormwater management system are becoming increasingly expensive to the municipal tax base. Past project estimates for stormwater work have been approximately \$1200 per metre. Based on this estimate, the Elgin Avenue budget estimate would be approximately \$226,000. Once the Stormwater Needs Study has been completed, a more comprehensive plan and budget analysis will be completed.

---

Approved by: Sylvia Kirkwood, Chief Administrative Officer





**ENGINEERING**  
CONSULTANTS LTD

## **LETTER REPORT**

January 5, 2022

Draft October 26, 2021

21-080

Municipality of Arran-Elderslie  
1925 Bruce Road 10, Box 70  
Chesley, ON N0G 1L0

**Attn: Scott McLeod, Manager of Public Works**

**Re: Elgin Street Flooding, Tara**

Dear Mr. McLeod

We are providing this letter report re: Elgin Street flooding issues as follows:

### **1) Background Information**

Arran-Elderslie received document, dated August 6, 2021, issued jointly by 11 residents along Elgin Ave, Tara. The residents have complained about water damage resulting from recent heavy rainfall events, more notably of July 8, 2021 event. Complaints related to water damage, water ponding in ditches, and in their rear backyard. The letter narrated several issues, but they appear incoherent in nature. The residents appear to be alluding the damage to the new Chestnut Hill Subdivision that was built around 2018-2019 and is located on the north side of Brooke Street.

Subsequently GSS was hired to field inspect the area, undertake investigations and provide recommendation(s) to prevent the problem from recurring in the future.

### **2) Field Investigation Program**

#### **❖ Site Visit**

Field investigation was completed in 3 steps. On August 31, 2021, Rakesh Sharma, and Matt Wilder of GSS Engineering Consultants Ltd. visited the site and were accompanied by Mr. Scott McLeod and Mr. Brian McDougall of Arran-Elderslie. During this visit, it was generally noted that backyards of houses on east side of Elgin St. are relatively flat. Two poorly built catchbasins with poorly constructed outlets were noted in the rear backyard. We talked to residents of 115 and 105 Elgin St. Resident of 105 Elgin St. complained about water in the basement. At the time of our visit, he talked about installing a sump-pump system to pump out foundation drain.

Resident of 115 Elgin St. did not have any issues as his house is built sufficiently above grade. He however informed about a deep storm (clay) sewer underneath the east side ditch, that staff was not aware of. He also informed about swamp land on east side of Elgin St and noted very wet conditions when he built his house.

During field inspection, we also noted driveway culverts partly filled in thereby preventing free flow of water in the ditch.

#### ❖ CCTV Inspection

A CCTV inspection of clay sewer was arranged by municipal staff to assess the condition of 150 mm storm sewer and to determine which houses do have foundation drains attached to street sewer. A camera was launched from DICB located opposite to 89 Elgin St., but camera could not travel beyond  $\pm 30$  m due to collapsed sewer. Sewer was plugged preventing smooth flow in sewer from north to south, partly explaining some of the observations noted in complaint letter and complaint by resident of 105 Elgin Street.

#### ❖ Topographic Survey

Lastly, a partial topographic survey of the site was completed to determine the area that is draining to the roadside ditch. Survey also focused on collecting information about existing catchbasin, driveway culverts, storm sewers, top of finished floor of the residences on east side of Elgin St. **Figure 1** indicates overall existing conditions.

### 3) Investigation Results

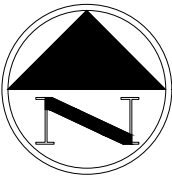
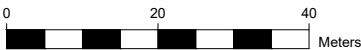
A review of the drainage pattern, storm sewers layout on Brooke St. and Chestnut Hill Subdivision confirm that the development of subdivision is not responsible for Elgin St. flooding issues. Chestnut Hill Subdivision's storm sewer system discharges into a Stormwater Management Pond which have outlets towards Brooke Street storm sewer on north side at a location east of Elgin St./Brooke St. intersection. Brooke St. storm sewer eventually drains into Yonge St. storm sewer. A small area on south side of Brooke St. does drain towards Elgin St. west side ditch, which appears to be the case before subdivision development.

The catchbasin in the backyard of 89 Elgin St. collects runoff from a very large area (0.93 ha) as indicated in **Figure 1**. Catchbasin has only 100 mm Big O outlet, which is undersized. 375  $\varnothing$  pipe outlet at 0.75% slope is required as a minimum to handle a rainfall event of 110 mm/hour.

As noted earlier, 150 mm  $\varnothing$  storm sewer on east side of Elgin St. is collapsed and has blocked the water flow. It is likely that any foundation drains connected to this sewer north of the blockage location, were unable to properly drain water, leading to backup in the basements and/or footings, and possibly rising through granular backfill around basement walls.

A review of the old 1954 air photo prior to construction of homes along Elgin St. does not confirm the presence of wetlands or swamp land adjacent to Elgin Street. However, poor drainage characteristics of the soil could contribute to drainage issues on Elgin Street.

G:\SS Common\2021\21-080 Elgin St Flooding, Tara - Scott Wilson\Drawings\21-080.dwg Oct 26, 2021 3:06pm



CATCHMENT AREA 1 = 9,250m<sup>2</sup>  
CATCHMENT AREA 2 = 3,450m<sup>2</sup>

— STORM DRAIN CONNECTION POINTS  
LOCATED BY CCTV

EXISTING DRAINAGE CONDITIONS  
ELGIN AVENUE, TARA  
MUNICIPALITY OF ARRAN ELDERSLIE



ENGINEERING  
CONSULTANTS LTD

Design:	RS
Drawn:	MW
APPROVED:	RS
Date:	OCT 2021
Scale:	1:1000
FILE No.	21-080
FIG. No.	FIG. 1

It was also noted that Elgin Street road profile creates a valley-like situation, where runoff collects at the lowest point near house #78 and #84 and drains towards the west by way of a 200 mm storm sewer. This storm sewer is deep but located potentially too close to house foundation.

The following conclusions are drawn from investigations:

- ❖ Recent flooding issue along Elgin St. appear unrelated to Chestnut Hill Subdivision.
- ❖ Collapsed sewer on east side of Elgin St. appear to have foundation drains connected to it.
- ❖ Drainage through ditch is not ideal due to partially filled driveway culverts.
- ❖ Rear yard catchbasins and their outlets are improperly built.
- ❖ The storm sewer outlet on Elgin St. may be undersized but cannot be upgraded or replaced in future due to proximity of home foundation.

#### 4) Future Upgrades

Based on the foregoing information it is obvious that existing storm water drainage system on Elgin Street requires upgrade to prevent flooding in future. Arran-Elderslie need to, however, determine what level of protection need to be provided. MECP Design Guidelines entitled “**Design Guidelines for Sewage Works 2008**” states:

*“The storm frequency in the design of stormwater conveyance systems will vary depending upon the nature of the area being served, the value of the property being protected, and the consequences of more intense storms being experienced.*

*It is recommended that the major-minor drainage system approach be utilized for urban drainage for all future development. The minor drainage system (i.e., roof gutters, service connections, street gutters, catch basins and storm sewers) accommodates the runoff from more frequent storms up to the design frequency of the system (e.g. 2-year return design storm). Where weepers/foundation drains are connected to the storm sewers, they should also be designed to capture no more than the amount of runoff from design frequency storm in order to prevent surcharge conditions.*

*The major system (i.e., natural streams and valleys and the roads, swales, channels and ponds) accommodates runoff from less frequent design storms such as the 100-year return design storm or regional flood event.”*

Guideline further states that “*It is recommended that as a minimum a 2-year return design storm should be used for design purposes.*” 2-year return design is the minimum that Arran-Elderslie should adopt. The current engineering practice, however, is to use a minimum 5-year return period due to change in the global weather pattern. Engineering Standard of various municipalities also have adopted 5-year return period for design of storm sewers.

The design guidelines referred to above indicate that storm sewers in general are designed for frequent storms (2-year to 5 year). During the low frequency storms (10-year to 100 year storms), the road surface along with the ditches can carry the storm runoff.

Typically, larger storms flood the street without flooding homes and carry runoff along road surface between curb & gutter (where available) to downstream area. However, this design basis is used carefully at planning stage and give consideration to the floor elevation of homes and prevent openings in basement walls below flood water level, etc. For information the design of all storm sewers in a town or city for 100 year storm, shall be very expensive and impractical.

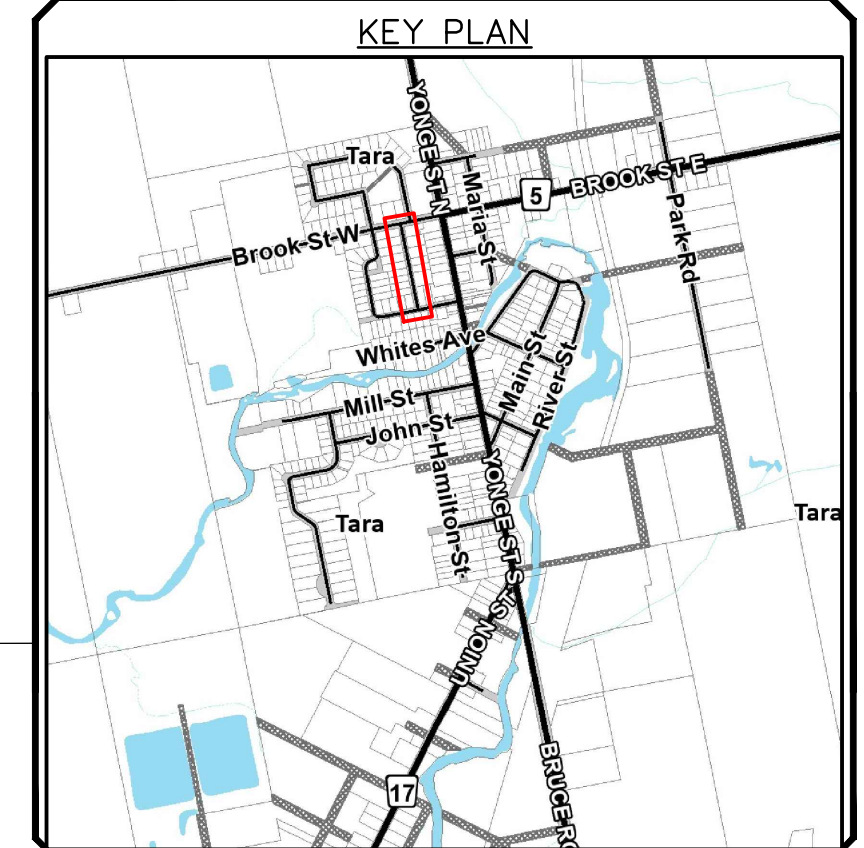
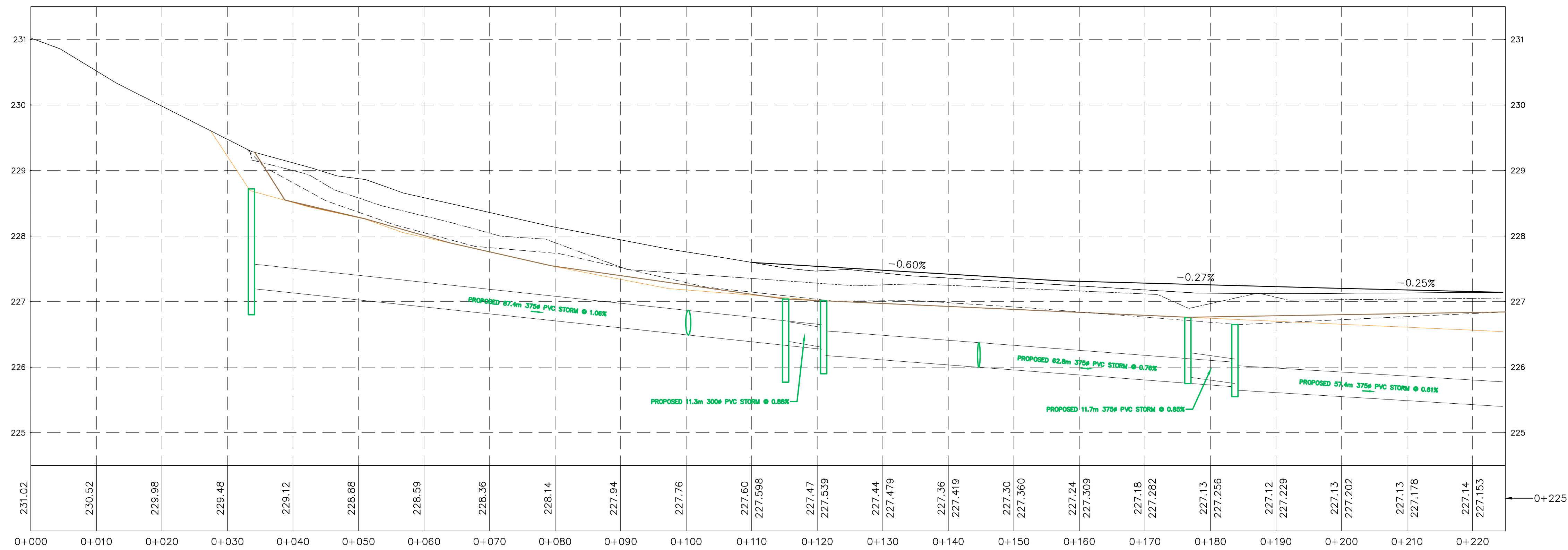
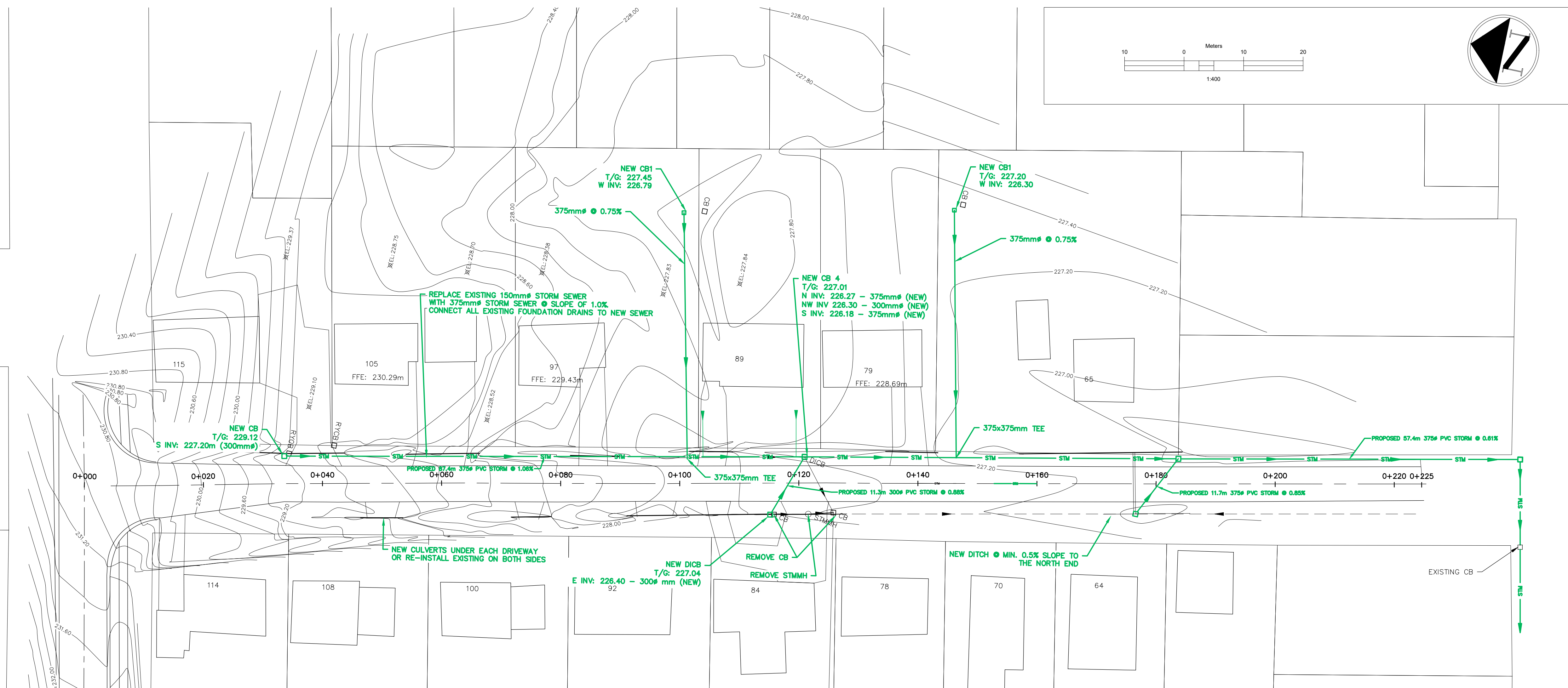
The streets, therefore, can experience temporary flooding at the time of higher return periods. But it should occur in a manner that does not lead to serious property damage. As noted above, larger precipitation events runoff flow are normally routed through streets in the form of “sheet-flow” between curb & gutter. The depth and velocity of flow on road surface, however, is controlled to prevent erosion or other hazards.

In view of the above, we have indicated on the attached **Figure 2** the upgrades that are needed to prevent future flooding events. The design is based on the assumption that Arran-Elderslie shall be unable to procure easement for existing 200 ø storm sewer between houses and shall not be able to upgrade it. Therefore, entire storm water from Elgin Street must flow to the south and then to the west along Matilda Street. The existing 200 mm storm sewer shall be abandoned. The other highlights of the design concept include:

1. Improved ditching on East and West Side of Elgin Street: The ditch needs to be minimum 750 mm deep with 3H:1V side slope. However, that might be difficult to achieve. We have used 600 mm deep ditch from centre line of the road. Alternatively, ditch can be replaced with urban design involving curb & gutter.
2. The exiting storm (clay) sewer, which is collapsed, but likely provides drainage to foundation drains must be replaced.
3. Catchbasin #1 and catchbasin #2 currently are on private properties with discharge pipes toward Elgin Street. Since they drain the entire rear yard area of properties adjacent to Elgin and Yonge Streets, Arran-Elderslie should procure easement for catchbasin location, as well as storm sewers to properly maintain them. The new structures and associated sewers are shown at different locations than their existing location, to enable easement procurement.
4. The dip in the road profile that create valley like situation and traps stormwater runoff within Elgin Street has been eliminated. Elgin Street shall have positive slope towards Matilda Street to carry runoff to south.
5. **Figure 3** shows the construction of new storm sewer on Matilda Street.

It is recommended that municipality wait for the completion of Stormwater Study for Tara that is currently ongoing, before undertaking Elgin Street improvement. There may be other issues in Tara, that may impact the approach of carrying runoff on Elgin Street to the south and then to the west along Matilda Street.



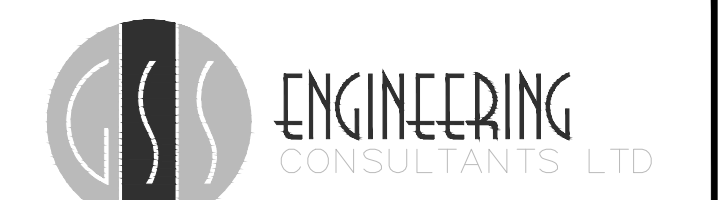


- LEGEND**
- STORM DRAIN CONNECTIONS
  - EXISTING CONTOURS (0.2m)
  - FFE FINISHED FLOOR ELEVATION

CAUTION: THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS, PROPERTY LINES AND OTHER UNDERGROUND AND OVERGROUND UTILITIES ARE STRUCTURES IS NOT NECESSARILY SHOWN ON THE CONTRACT DRAWINGS AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES, PROPERTY LINES & STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM HIMSELF OF THE EXACT LOCATION OF ALL SUCH UTILITIES, PROPERTY LINES & STRUCTURES, AND SHOULD ASSUME ALL LIABILITY FOR DAMAGE TO THEM.

26/10/21 PRELIMINARY DESIGN  
DD/MM/YY DESCRIPTION  
REVISION / ISSUE

Seal not valid unless signed and dated



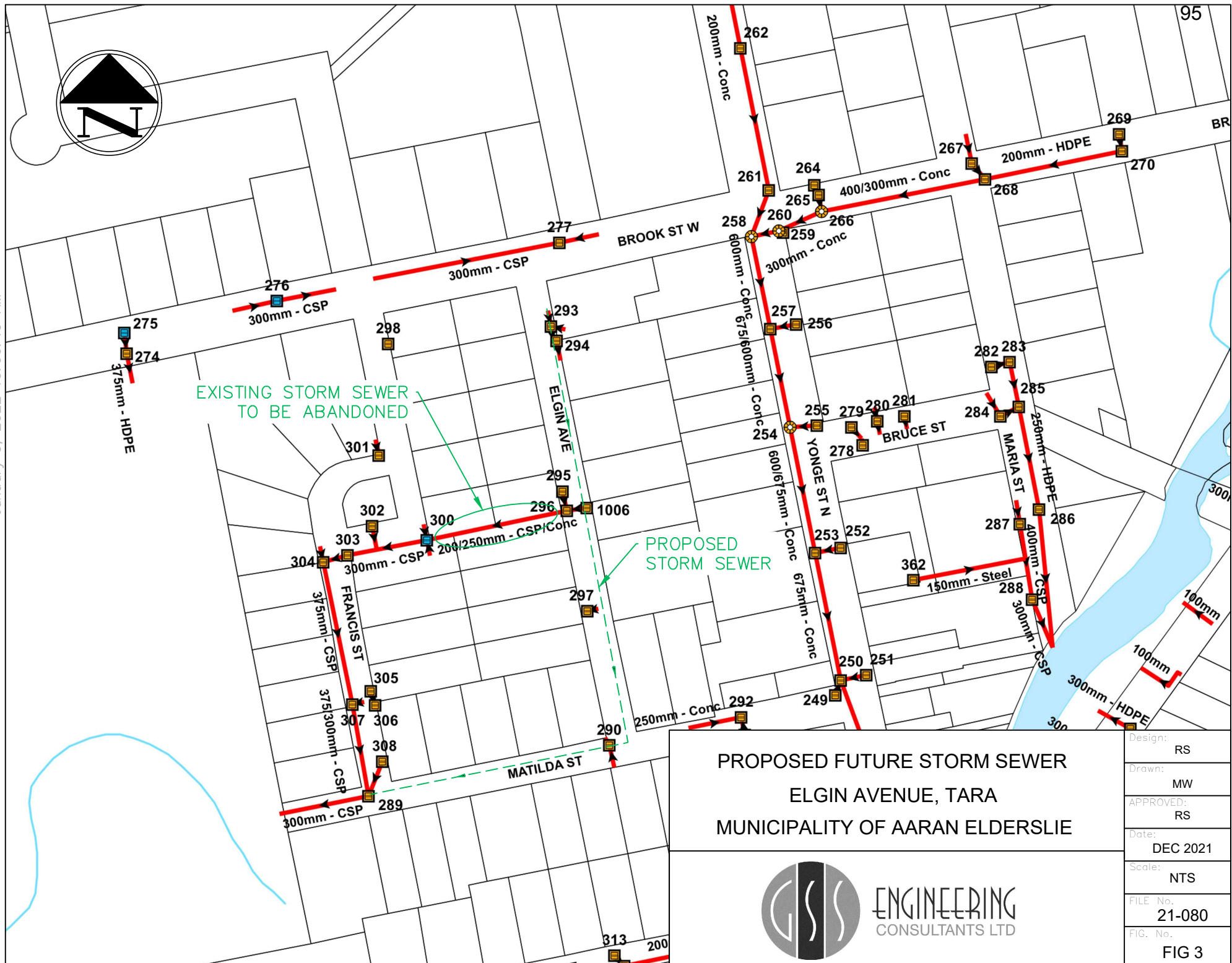
Unit 104D 1010 9th Avenue West, Owen Sound, ON, N4K 5R7  
Telephone: (519) 372-4828

Title: **PROPOSED CONCEPTUAL DRAINAGE UPGRADES ELGIN AVENUE, TARA MUNICIPALITY OF ARRAN ELDERSLIE**

Client: **ARRAN ELDERSLIE**

Design: RS Scale: 1:400 HORZ. / 1:40 VERT  
Drawn: MW Approved: Design Engineer  
Checked: RS  
Date: OCT. 2021

Drawing No. 21-080-FIG 2





We suggest that this Letter Report be treated as an interim report to address Elgin Streets recent flooding problem. If there are any further questions, please do not hesitate to contact me.

Respectfully Submitted,

**GSS Engineering Consultants Ltd.**



Rakesh Sharma, P. Eng., Secretary-Treasurer  
Designated Consulting Engineer

RS/nc  
Encl.



**\*\*Note - Parts of this document have been redacted to protect the personal information of identifiable individuals**



Aug 6, 2021

Municipality of Arran Elderslie,

I am writing to the Municipality as I would like come into agreeance that the municipality should be taking some responsibility for the flooding and damages of our residential address **89 Elgin Ave, Tara** occurring on both **Aug 3, 2018, and July 8, 2021.**

Looking back to **Aug 3, 2018** when the Chesnut Cres. subdivision was being getting built, our basement flooded for the very first time since we purchased the house in 2015. I had contacted the municipality as this was occurring, asking them to come and take a look at our drains and they had told us everything was fine as they did their drive by. However, when we took a walk up to Brook St. the storm drains were 2 ft above the road. **There's no way the water was entering the storm drains, we were receiving all the run off downhill from the subdivision, pooling our street drains completely and pooling into and around our home.** As this was 1 month before our wedding, we did not testify this, telling ourselves this was just a fluke. The damages done were **\$16,209.55 with \$1000 deductible paid to our insurance.** We later found out there was also damages to the Corner Stone Church around the corner from us in which the municipality paid for.



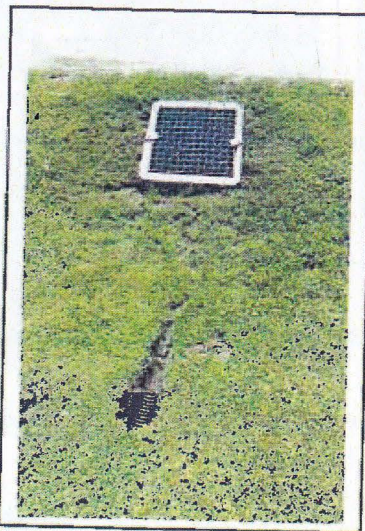
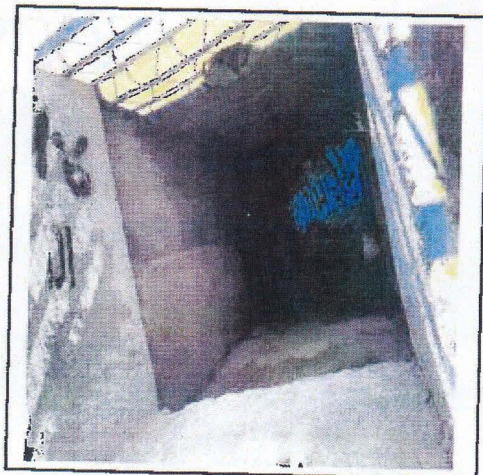


Next, moving onto July 8, 2021,

Again, the water should not be pooling in our ditches like this.



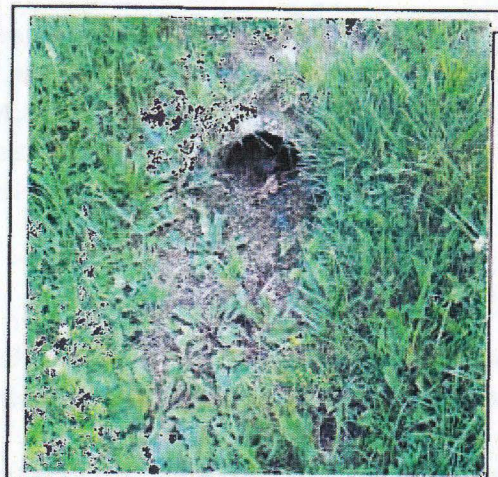
Since 2018, the Weppeler's across the street from us have had issues with their driveway sinking due to excessive water. This resulted in placing a drain in front of our house. However this drain was not properly placed. As you can see in the above photo, it is slanted up the ditch not catching any of our water collecting in our ditches so it is completely useless to us. Why was this not placed lower in the ditch? There is also an area in the drain that the municipality should have known to tap into. Why wasn't this done? This drain is way too high and not useful. This needs to be addressed and redone to make it more useful as the access water can't even reach it to drain. Also, another large issue of concern is how did the municipality not see the catch basin? Why didn't they attach that drain to the storm drain? The municipality had stopped in on July 19, 2021 to put a camera down our drain and they also verbally questioned this. They also made us aware that there is a puncture of line which should have been noticed when this drain was placed.





**July 8, 2021- The ditches and culverts.** Please see the attached photos of the **overfilled culverts** . Ours were completely back logged with water and could not keep up with the access water running down our street filling up our ditches. Since we have lived her in 2015 we have never seen the municipality clean out these culverts, dig out the ditches and remove access grass. Our neighbour's Shirley Nelsons and many culverts up the street are blocked with overfilled soil,dirt/sand and garbage. The culverts are sunken/level with the ground and water is not flowing out of them freely as they have ½ of a foot opening for water to drain through them. The ditches need dug out to allow proper flow/drainage of water, especially since we are retaining more run off water from the new sub division. Our culverts cannot keep up with it all. Ideally, there should have been another storm drain added to the top of our street when the new subdivision was completed. This was also advised to us when we had called the Basement Boss July 15, 2021. Now, after talking with 2 neighbours, we were informed that there was a storm drain on the corner of Brook Street and Elgin Ave that got taken out during the construction in 2018. **Why was this extra storm drain taken out?**

Not only has our property, but there 4 other homes on Elgin Ave that had water damage on July 8, 2021. There is clearly an issue here. Our street cannot keep up with the water.





We have spoken with our neighbours who have lived here for a lot longer than we have and they have all said that **they have seen an increase in the residual water during rain falls within the past 3 years.** With the amount of money that would be accumulated through building permits and the additional property taxes from new resident's shortcomings from this expansion shouldn't financially fall on current residents to burden.

The streets on both Aug 8, 2018 and July 8, 2021 are completely back logged with water which is clearly not properly draining from the run off of the new subdivision. The street drains are completely back logged and cannot keep up with the access water that **Elgin Ave is experiencing in the past 3 years since the subdivision has been built.** Our local counsel Ryan Grieg who we have spoken with over the phone last week can also confirm this as he previously resided in our house prior to 2015. This is clearly an issue here that needs to be strongly addressed as this is our home. This is our second insurance claim since the new subdivision was built. **Our insurance is increasing after this 2021 claim,** resulting in paying a **\$2000 deductible this time with \$16,297 worth of damage for this claim plus an increase in our insurance from here on out.** I don't see how it's fair that we pay our taxes and now have to pay more for our insurance and go through the stressful process of your basement flooding and renovating because the town grew, yet **our drains can't even be maintained.**

I would also like to note that **we were part of 4 households that had water damage July 8<sup>th</sup> on our street,** and its well known that Francis Street also has drainage issues. My understanding is that both streets are to be redone in the upcoming years due to various reasons. No timetable is provided for when these projects are to take place and the feeling is that until these streets are updated with proper drainage each house is abandoned to deal with this issue as if it's their own until the real issue is addressed.

In conclusion my dispute is as follows:

- 1- **Improper placement of drain, why was this not placed lower in the ditch to make useful? The municipality should have known to tap into this. Why wasn't this done? This drain is sitting way too high up the ditch and not useful.**
- 2- **How did the municipality not see the catch basin? Why didn't they attach that drain to the storm drain?**
- 3- **The puncture in the line**
- 4- **Over filled culverts with soil, dirt/sand/garbage- culverts cannot keep up with it all the water flowing down**
- 5- **Why isn't there another storm drain at the top of our street to collect the run off and why was this taken out during the road construction in 2018?**

Please examine this dispute in hopes that we can come in agreeance of responsibility and cost of coverage

[REDACTED]



Address:

Have you experienced an increase of water on your property including the ditches of Elgin Ave since Chesnut Cres. Was constructed in 2018?

Have you had any water damage and or flooding to your residence since 2018?

Please sign if you feel like this needs to be better managed

100 Elgin Ave	✓	✓	[REDACTED]
92 Elgin Ave	✓	X	[REDACTED]
84 Elgin Ave	✓ on road	X ✓	[REDACTED]
65 Elgin AVE	✓ on road & ditches		[REDACTED]
108 Elgin Ave	on road	no	[REDACTED]
114 Elgin Ave	✓	yes	[REDACTED]
97 Elgin Ave	yes on road & <sup>back</sup> yard	NO	[REDACTED]
98 Elgin Ave	yes	YES	[REDACTED]
104 Elgin Ave	yes	yes	[REDACTED]
115 ELGIN AVE	yes	yes	[REDACTED]
105 Elgin Ave	yes	yes	[REDACTED]





## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: January 10, 2022

Subject: SRECDEV.22.01 Award Contract for Corporate Strategic Plan

Report from: Laura Fullerton, Community Development Coordinator

Appendices: None

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### **Recommendation**

Be It Resolved that Council hereby,

1. Award contract for the Corporate Strategic Plan to Boulevard Strategy Group for the amount of \$34,408.50 including HST.

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### **Report Summary**

The Municipality of Arran-Elderslie has made significant progress over the past several years with multiple departmental strategies developed and approved including a Corporate Workplan, Recreation Master Plan, Economic Development Strategic Plan, Fire Master Plan, Roads Needs Study and Asset Management Plan. In the past number of years, the Corporate website has also been updated and a number of processes have come into place to better serve residents as well as increase staff efficiency.

The Corporate Strategic Plan developed in 2022 will be able to build upon these documents to develop an overall vision statement and a set of goals and direction for the first plan of its type for the Municipality of Arran-Elderslie. Future Marketing and Communication plans will reflect this corporate vision. In addition, each year staff will be able to develop actionable work plans that reflect these documents and align with the Corporation's Strategic goals and direction.

The overall responsibility and scope of work for the consultant is to prepare an actionable and measurable Corporate mid to longer term (5 to 10 year) strategy containing goals, objectives, and implementation actions.

As part of the development of the Corporate Strategic Plan the consultant will also provide facilitation services during the public outreach and stakeholder engagement process. The consultant, with support from staff, Council and stakeholders, shall provide professional services to support the following tasks:

1. Review and analyze existing relevant by-laws reports, policies and studies that may influence goals and objectives in the Strategic Plan.
2. Complete stakeholder engagement and consultation in developing the strategy. The engagement and consultation process may incorporate various techniques, but shall include:
  1. One initial start-up meeting with CAO and Department Heads to gain input and further direction on the scope of work to be done
  2. Consultation session with Council members
  3. Consultation sessions with community members (Consultants to provide recommendation on number and types of community sessions)
3. Identify the Municipality's assets and competitive advantages to incorporate these assets and advantages into an overall Strategy. This task should include a Strengths, Weaknesses, Opportunities and Threats (SWOT) or SWOT-style analysis of the Municipality and the surrounding area.
4. Review and analyze local by-laws, policies, processes, and regulations providing recommendations on making adjustments, where necessary and appropriate, to support sustainable economic growth and diversification.
5. Conduct a review of the current status of the municipal organization, including existing plans, policies and long-term goals; the prevailing labour climate; the Municipality's financial status, and other relevant, related research deemed necessary.
6. Prepare a draft Strategic Plan based on the information gathered at all meetings/stakeholder sessions for Council review and approval.

The Strategic Plan should include, as a very minimum, the following:

- The Municipality of Arran-Elderslie's Mission, Strategic Vision and related goals
- Key values and guiding principles to assist direction and decision making
- Implementation Plan, outlining a prioritization of short-term and long-term recommended Implementation Actions to achieve strategic vision and goals
- Supplementary information should include:
  - i. List of strategic issues relevant to Arran-Elderslie
  - ii. Performance measurement tools during the implementation phase
  - iii. Communications and Marketing Plan goals
  - iv. Any other relevant information

## **Background**

Staff received seven (7) proposals submitted on or before November 27, 2021.

<b>Company</b>	<b>Proposal Amount (including HST)</b>
Boulevard Strategy Group	\$34,408.50
Consilium Public Sector Services Inc.	\$25,000.00 (HST not noted)
Explorer Solutions	\$34,538.00
Interthink Consulting Inc.	\$39,409.00
Municipal Government Wayfinders	\$38,727.36
Munro Strategic Perspective/ Orgshift Solutions	\$39,550.00
Place and Main Advisors/ The Focus Group	\$35,000.00

## **Analysis**

A selection committee consisting of the Chief Administrative Officer, Clerk, Community Development Coordinator and Program Coordinator reviewed all proposals based on the evaluation criteria provided in the Request for Proposal. The evaluation criteria included:

- Experience and Qualifications (30%)
- Workplan and Timelines (40%)
- Budget (30%)

Upon further discussion, investigation of past work and connecting with references, the selection committee is recommending the Municipality of Arran-Elderslie award the contract for the Corporate Strategic Plan to Boulevard Strategy Group.



Boulevard Strategy Group outlines extensive municipal strategic planning experience, a strong understanding of small rural municipalities, an adaptable flexible approach, unique public engagement and communications tools and a strong commitment to accountability. This company has recent experience working with Municipalities of similar size and on comparable projects.

Boulevard Strategy Group has outlined a 6-phase process that will result in a vision, mission and values and a priority-oriented strategic plan with goals, achievable, fiscally responsible initiatives and a performance measurement framework to guide the Municipality of Arran-Elderslie over the next five to ten years. This is an interactive process with consultation with Council, staff, residents, businesses and community stakeholder groups. A detailed methodology was provided that gives staff confidence in the process of developing a strong and valuable Strategic Plan. A week-by-week timeline was provided that outlines the project commencing on January 10<sup>th</sup>, 2022 (subject to Council Approval) and concluding on April 25<sup>th</sup>, 2022. The evaluation committee is confident that Boulevard Consulting Group will assist in developing a robust Corporate Strategic Plan that will guide the Municipality of Arran-Elderslie into the future.

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### **Financial Impacts/Source of Funding/Link to Procurement Policy**

In 2019, Council approved \$35,000 to retain the services of an external consultant to develop a Strategic Plan. The funds were identified to be funded from the provincial one-time Efficiency/Modernization Grant Reserve Account 01-0000-2150.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

**Agenda Number:**

**Resolution No.**

**Date:**



**Moved by: Councillor Dudgeon**

**Seconded by: Deputy Mayor Davis**

Whereas, our storm sewer systems are used in our urban centres to divert surface water into an underground system much like tile drainage is used in the country;

Whereas, historically, the cost of these systems has been paid for by general taxation dollars even though the owner pays for all the tile drainage costs in the rural areas; and

Whereas, the cost of these storm water sewers may increase in the future, whether through replacement or upsizing due to more severe weather events;

Whereas, these systems are a true benefit to the affected properties;

Now therefore, Be It Resolved, that beginning in January 2022 the maintenance, engineering, and replacement of these systems be removed from general taxation and be borne by our Water and Sewer Division, so as to create a more equitable system.

**Carried**

**Tabled**

**Defeated**

\_\_\_\_\_  
Mayor Initials

\_\_\_\_\_  
Clerk Initials

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

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**BY-LAW NO. 01-2022**

**BEING A BY-LAW TO PROVIDE FOR A 2022 INTERIM TAX LEVY  
AND TO PROVIDE FOR THE PAYMENT OF TAXES**

WHEREAS Section 9 of the *Municipal Act 2001, 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 the assessment roll on which 2022 taxes are to be levied will be returned and revised pursuant to the provisions of the *Assessment Act*; and

WHEREAS it is necessary for the Council of the Corporation of the Municipality of Arran-Elderslie pursuant to the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, to raise certain sums for the 2022 taxation year; and

WHEREAS it is expedient to provide for an interim tax levy and to fix the date upon which such interim tax levy shall become due and payable;

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

1. THAT the 2022 interim levy is hereby imposed and levied on the whole of the taxable assessment for all rate able property in the Municipality of Arran-Elderslie according to the last revised assessment roll of the Corporation of the Municipality of Arran-Elderslie.
2. For the year 2022, the interim levy shall become due and payable in two equal installments being March 24<sup>th</sup>, 2022 and June 24<sup>th</sup>, 2022 and shall be at 50% of the taxes levied in the previous year.
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 10<sup>th</sup> day of January, 2022.

READ a THIRD time and finally passed this 10<sup>th</sup> day of January, 2022.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

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

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**BY-LAW NO. 02-2022**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT  
WITH CANADIAN IMPERIAL BANK OF COMMERCE**

WHEREAS in accordance with Section 407(1) of the *Municipal Act, S.O. 2001, c.25, as amended*, the Municipality of Arran-Elderslie considers it necessary to borrow the amount of \$ 2,000,000.00 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS pursuant to Section 407(2) of the *Municipal Act, S.O. 2001, c.25, as amended*, the total amount borrowed pursuant to this By-law together with the total any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board;

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

1. That the Treasurer is authorized on behalf of the Municipality to borrow, from time to time, from the Canadian Imperial Bank of Commerce ("CIBC") a sum or sums not exceeding in the aggregate \$2,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. That all sums borrowed pursuant to this By-law, as well as all other sums borrowed pursuant to the Act in this year and in any previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and showing the total of any amounts borrowed that have not been repaid.

\*\*\*\*\*

READ a FIRST and SECOND time this 10<sup>th</sup> day of January 2022.

READ a THIRD time and finally passed this 10<sup>th</sup> day of January 2022.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

## THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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### BY-LAW NO. 03 - 2022

### BEING A BY-LAW TO ESTABLISH FEES AND SERVICE CHARGES FOR 2022

Whereas the Municipal Act S.O. 2001, c 25, Section 5(3), as amended provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by By-Law;

And Whereas the Municipal Act, 2001, Chapter 25, Section 391(1) authorizes a municipality to impose fees or charges on any class of persons,

- a) for services or activities provided or done by or on behalf of it;
- b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- c) for the use of its property including property under its control.

And Whereas Municipal Councils have the authority to establish rates and fees under various Acts, and the Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to pass a by-law establishing certain fees and charges;

And Whereas the Municipal Act, 2001, Chapter 25, Section 398 (2) authorizes the treasurer of a local municipality to add fees and charges imposed by the municipality or local board, to the tax roll for the real property for which the owner or owners are responsible for paying the fees and charges;

And Whereas section 69 of the Planning Act, 1990 provides that a municipality may prescribe a tariff of fees for the processing of applications made in respect of planning matters; and

And Whereas Council for the Corporation of the Municipality of Arran-Elderslie deems it expedient to enact a fees by-law for services provided by the Municipality of Arran-Elderslie with respect to matters regulated by the Building Code Act, S.O. 1992, c.23. as amended;

And Whereas Section 7(c) of the Building Code Act, S.O. 1992, c. 23, as amended, requires the payment of fees on applications for and on the issuance of permits, requiring the payment of fees for maintenance inspections, and prescribing the amounts of the fees;

And Whereas notice has been given, as described in O. Reg 321/12 that the Corporation of the Municipality of Arran-Elderslie intends to amend the prescribed fees;

And Whereas Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to establish a Fees and Charges By-law.

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

1. That the fee structure and general fees for various departments and organizations of the Municipality of Arran-Elderslie shall be attached hereto and shall form part of this By-law:

Schedule A	Administration Fees
Schedule B	Licensing Fee
Schedule C	Works Service Charges
Schedule D	Merchandise
Schedule E	Paid Parking Fees
Schedule F	Planning Fees
Schedule G	Cemetery Fees
Schedule H	Solid Waste/Bag Tag/Landfill Fees
Schedule I	Recreation Fees
Schedule J	Trailer Park Fees
Schedule K	Fire Department Fees
Schedule L	Water and Sewer Fees
Schedule M	Treasure Chest Museum Fees
Schedule N	Building Permit Fees

2. That this By-law repeals By-laws 11-2021, 14-2021 and 35-2021.
3. THAT this By-law shall come into full force and effect on January 10, 2022.

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READ a FIRST and SECOND time this 10<sup>th</sup> day of January, 2022.

READ a THIRD time and finally passed this 10<sup>th</sup> day of January, 2022.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

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# Administration Fees

Interest will be charged at 2% per month after 30 days from the date the fee was incurred. Unpaid accounts will be sent to collections after 90 days.

The Municipality reserves the right to respond to any certificate request after being given a 48 hour notice period. Any response required to a certificate request within 48 hours of notice being given shall be subject to a fee of exactly double the applicable fee.

In the event of a billing error on behalf of the Municipality, the Municipality reserves the right to limit the recourse to a maximum of three years from when the error occurred.

DESCRIPTION	FEE	HST	TOTAL
Certification of Any Document such as Commissioning or Swearing a previously prepared affidavit - does not include Photocopying	8.85	\$1.15	\$10.00
Freedom of Information Request	\$5.00	Exempt	\$5.00
Photocopies (each) - Minimum Charge \$1.00	\$0.49	\$0.06	\$0.55
Faxes (sending or receiving) - First Page	\$2.21	\$0.29	\$2.50
- Each Additional Page	\$1.11	\$0.14	\$1.25
Tax Certificate	\$50.00	Exempt	\$50.00
- Within 48 Hours	\$75.00	Exempt	\$75.00
Tax Confirmation (Account History) - Information on site - Per Year Researched	\$5.00	Exempt	\$5.00
Information archived - Per Year Researched	\$5.00	Exempt	\$5.00
Minimum charge \$20.00			
File Retrieval Fee for Records Over 6 Years Old	\$100.00	Exempt	\$100.00
NSF Cheque Fee	\$40.00	Exempt	\$40.00
Information Search Fee - Per Hour	\$30.00	Exempt	\$30.00
Information Search Fee for Records 6 years and older	\$100.00	Exempt	\$100.00
Parking Ticket Administration Fee	\$30.97	\$4.03	\$35.00
Tile Loan Inspection Fee	\$85.00	Exempt	\$85.00
Zoning Compliance Confirmation			
- Residential	\$87.00	Exempt	\$87.00
- Commercial/Industrial/Institutional	\$150.00	Exempt	\$150.00
- Farm (With Nutrient Management)	\$220.00	Exempt	\$220.00
If Required in Less Than 48 Hours, Additional	\$170.00	Exempt	\$170.00



# Licensing Fees

DESCRIPTION	FEE	HST	TOTAL
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## Dog and Kennel Licensing Fees

Neutered or Spayed Dog from January 1st to March 31st	\$15.00	Exempt	\$15.00
Neutered or Spayed Dog from April 1st to December 31st	\$25.00	Exempt	\$25.00
New to Municipality Neutered or Spayed Dog - April 1 to October 31	\$15.00	Exempt	\$15.00
New to Municipality Neutered or Spayed Dog - November 1 to December 31. This pays fee for following year.	\$15.00	Exempt	\$15.00
Kennel License For More Than 3 Dogs			
Commercial Breeding Kennel - New	\$350.00	Exempt	\$350.00
Commercial Breeding Kennel - Renewal	\$175.00	Exempt	\$175.00
Commercial Boarding Kennel - New	\$350.00	Exempt	\$350.00
Commercial Boarding Kennel - Renewal	\$175.00	Exempt	\$175.00
Hobby/Hunting Kennel - New	\$350.00	Exempt	\$350.00
Hobby/Hunting Kennel - Renewal	\$175.00	Exempt	\$175.00
<b>Guide, Service, Working or Police Dogs shall be licenced, but no fee is required for such dog.</b>			
Replacement Tags	\$5.00	Exempt	\$5.00

Failure to register will result in \$50.00 administration fee added to tax bill;  
Failure to vaccinate fine of \$105.00 for each unvaccinated pet

## Lottery Licenses

Lottery Licenses - 3% of Prize Value, Minimum	\$10.00	Exempt	\$10.00
Break Open Tickets - 3% of Prize Value, Minimum	\$12.00	Exempt	\$12.00
Hawkers and Peddlers (Per Calendar Year or Part)	\$113.55	Exempt	\$113.55

## Other Licenses

Informal Group Home Licence Fee	\$750.00	Exempt	\$750.00
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Works Service Charges

DESCRIPTION	FEE	HST	TOTAL
Refundable Road Cut Deposit (certified	\$1,160.81	Exempt	\$1,160.81
Entranceway Permit	\$65.54	Exempt	\$65.54
911 Number - Location and Sign	\$65.54	Exempt	\$65.54
Entranceway without Permit	\$97.85	Exempt	\$97.85

Entrance Permit & Culverts

Regular 16" to 20" x 30' Culvert & Aggregate Included, to be Installed by Staff (Permit Included in Fee, HST Exempt) - any excess charges will be refunded	\$1,900.00	\$247.00	\$2,147.00
Standard Culvert 16" to 20" diameter. Plastic includes coupler	\$104.00 per metre	\$13.52	\$117.52 per metre
Oversized Culvert - \$91.80 per metre plus extra culvert diameter or length			
Salt per Cubic Tonne Increase actual cost for salt and trucking	\$77.25	\$10.04	\$87.29
Sand, Per Cubic Tonne	\$16.81	\$2.19	\$19.00
Grading, Per Hour Including Operator	\$115.57	\$15.02	\$130.59
Street Sweeper, Per Hour Including Operator and Machine	\$115.57	\$15.02	\$130.59

Merchandise

DESCRIPTION	FEE	HST	TOTAL
Blue Boxes	\$8.85	\$1.15	\$10.00
Pins - Unless for Promotional Purposes	\$1.99	\$0.26	\$2.25
Bruce County 911 Books	\$8.14	\$1.06	\$9.20
History Books	\$4.42	\$0.58	\$5.00

**Paid Parking Fees**

DESCRIPTION	FEE	HST	TOTAL
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**Chesley - Municipal Lot  
Paisley - Arena & Post Office Lots**

Overnight Parking	\$8.85	\$1.15	\$10.00
Weekly	\$22.13	\$2.87	\$25.00
Monthly	\$44.24	\$5.75	\$50.00
Winter - November 1st to March 31st By Parking By-law	\$137.17	\$17.83	\$155.00
Annual	\$323.01	\$41.99	\$365.00

DESCRIPTION CHESLEY RIVERSIDE PARK	FEE	HST	TOTAL
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Overnight Parking	Free	\$0.00	\$0.00
Weekly	Free	\$0.00	\$0.00
Monthly	\$13.27	\$1.73	\$15.00
Winter - November 1st to March 31st By Parking By-law	\$35.40	\$4.60	\$40.00

**OTHER PARKING RELATED FEES**

Impound - Daily Storage Fee	\$8.85	\$1.15	\$10.00
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Towing Charges - Cost + 15% Administration + Applicable

## Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
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Effective for all billings after January 1st each year

### A&E Connection and Service Charges

Charge to locate, inspect, map and number service connection made by contractor (lateral already constructed from main to property line) <b>Water or Sewer</b>	\$475.16	\$61.77	\$536.93
Municipally constructed sewer line from main to property line (does not include locate, inspect, map and number service connection made by contractor) <b>Water or Sewer</b>	\$4,316.72	Exempt	\$4,316.72
Private locate charge – not municipal service-----Minimum charge 1 hour, time in excess of 1 hour is extra	\$102.02	\$13.26	\$115.28
Cost of water meter and backflow prevention device - 3/4" Service	\$514.70	\$66.91	\$581.61
1" service, meter and backflow preventor All other meter sized billed at cost + 15% handling/billing	\$686.76	\$89.28	\$776.04
Swimming Pools – Filling---Minimum Charge	\$1,014.81	\$131.93	\$1,146.74
Disconnect or Reconnect Fee – Customer Request	\$57.79	Exempt	\$57.79
Disconnect fee – non-payment or after hours request	\$209.46	Exempt	\$209.46
Water Meter Read Request	\$68.98	\$8.97	\$77.95
Water Meter Frost Plate	\$84.06	\$10.93	\$94.99
Bulk Water - per m3 water - Plus Daily Connection Fee - Weekly Connection Fee - Annual Membership, January to December 31	\$4.00 \$57.41 \$114.82 \$353.50	\$0.51 \$7.46 \$14.93 \$45.96	\$4.51 \$64.87 \$129.75 \$399.46
Locate charge of Municipal water service	n/c	n/c	n/c
Septage disposal of one tank, up to 1,000 gallons	\$930.26	\$120.93	\$1,051.19
Sewer Camera Work - Regular Hours, 2 staff, rate per hour - After Hours and Weekends, 2 staff, rate per hour	\$131.30 \$606.00	\$17.07 \$78.78	\$148.37 \$684.78

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL

**Chesley Water Service Area Metered Rates (non-taxable)**

Any customer wishing to be charged on a metered basis shall, at the customer's expense, install a water meter. The metered rate shall be the same as the Paisley Water Service Area metered rates.

**Chesley Water Service Area Rates (non-taxable)**

Minimum rates to be charged on a per unit basis as determined by the assessment roll and/or as amended by a formal review by the Municipality of Arran-Elderslie and added to taxes.

Effective for all billings after January 1st each year

**Residential**

Single Family Unit	\$720.88	Exempt	\$720.88
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**Commercial**

Basic and vacant commercial (must apply in writing for this rate)	\$617.93	Exempt	\$617.93
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Apartment rate over commercial	\$514.90	Exempt	\$514.90
Car Wash	\$1,287.26	Exempt	\$1,287.26
Service Station	\$617.91	Exempt	\$617.91
Dealership	\$1,287.26	Exempt	\$1,287.26
Restaurant – Seasonal Take-out	\$514.90	Exempt	\$514.90
Restaurant – Take-out	\$858.10	Exempt	\$858.10
Restaurant – Take-out/Seating Restaurant	\$1,115.65	Exempt	\$1,115.65
Restaurant – Seated Restaurant	\$1,373.08	Exempt	\$1,373.08
Residential w/Beauty Shop	\$1,201.48	Exempt	\$1,201.48
Hair Salon only	\$677.62	Exempt	\$677.62
Turuss (GRS Flooring) - (Plant 1)	\$6,603.21	Exempt	\$6,603.21
Municipal Building/Theatre/Library	\$657.89	Exempt	\$657.89

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL
Fire Hall	\$657.89	Exempt	\$657.89
Medical Building	\$999.85	Exempt	\$999.85
Trailer Park – 24 sites	\$1,557.09	Exempt	\$1,557.09
Trailer Park Showers/Washrooms	\$1,578.70	Exempt	\$1,578.70
Cemetery	\$720.88	Exempt	\$720.88
Community Centre/Curling Club	\$9,328.09	Exempt	\$9,328.09
Swimming Pool	\$1,549.88	Exempt	\$1,549.88
Lawn Bowling	\$339.15	Exempt	\$339.15
Hospital	\$10,149.91	Exempt	\$10,149.91
Retirement Institution - Per Bed	\$228.84	Exempt	\$228.84
Elgin Abbey (39 beds)	\$8,924.88	Exempt	\$8,924.88
Parkview Manor (34 beds)	\$7,780.67	Exempt	\$7,780.67
Haliday House (9 beds)	\$2,059.59	Exempt	\$2,059.59
Chesley Community School	\$13,724.87	Exempt	\$13,724.87
Chesley Place (40 beds)	\$9,153.72	Exempt	\$9,153.72
Board of Education	\$5,432.04	Exempt	\$5,432.04

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL

**Chesley Sewer Service Area Rates (non-taxable)**

Effective for all billings after January 1st each year

**Residential**

Single family unit	\$527.73	Exempt	\$527.73
Penalty (3x more than annual flat rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$2,110.93	Exempt	\$2,110.93

**Commercial**

Basic or Vacant Commercial (must apply in writing for this rate)	\$452.33	Exempt	\$452.33
Apartment Rate - Over Commercial	\$376.95	Exempt	\$376.95
Car Wash	\$942.33	Exempt	\$942.33
Service Station	\$452.33	Exempt	\$452.33
Dealership	\$942.33	Exempt	\$942.33
Post Office	\$812.67	Exempt	\$812.67
Restaurant – Seasonal Take-out	\$376.95	Exempt	\$376.95
Restaurant – Take-out	\$628.23	Exempt	\$628.23
Restaurant – Take-out/Seating Restaurant	\$816.68	Exempt	\$816.68
Restaurant – Seated Restaurant	\$1,005.13	Exempt	\$1,005.13
Bank	\$942.33	Exempt	\$942.33
Grocery Store	\$970.96	Exempt	\$970.96
Vacant Hotel Rate	\$527.73	Exempt	\$527.73
Residential w/Beauty Shop	\$879.53	Exempt	\$879.53
Hair Salon Only	\$496.05	Exempt	\$496.05



Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL
Crate Design (Plant 1)	\$2,638.53	Exempt	\$2,638.53
Turuss (GRS Flooring) - (Plant 1)	\$4,833.75	Exempt	\$4,833.75
Municipal Building/Theatre/Library	\$481.61	Exempt	\$481.61
Fire Hall	\$481.61	Exempt	\$481.61
Medical Building	\$731.91	Exempt	\$731.91
Dawson House (basic comm. + 2 apts)	\$1,206.20	Exempt	\$1,206.20
Trailer Park – 24 Sites	\$1,139.85	Exempt	\$1,139.85
Trailer Park - Showers/Washrooms	\$1,155.69	Exempt	\$1,155.69
Cemetery	\$452.32	Exempt	\$452.32
Swimming Pool	\$1,134.56	Exempt	\$1,134.56
Lawn Bowling	\$248.26	Exempt	\$248.26
Legion Hall	\$970.96	Exempt	\$970.96
Hospital	\$7,430.11	Exempt	\$7,430.11
Retirement Institution - (Per Bed)	\$167.18	Exempt	\$167.18
Elgin Abbey (39 beds)	\$6,519.88	Exempt	\$6,519.88
Haliday House (9 beds)	\$1,504.59	Exempt	\$1,504.59
Parkview Manor (34 beds)	\$5,683.99	Exempt	\$5,683.99
Chesley Community School	\$10,047.08	Exempt	\$10,047.08
Chesly Place (40 beds)	\$6,687.05	Exempt	\$6,687.05
Board of Education	\$3,978.90	Exempt	\$3,978.90

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL

**Water Service Area Metered Rates (non-taxable)**  
**Chesley, Paisley and Tara**

Effective for all billings after January 1st each year

**Annual**

Base Water Service Rate (BSR)	\$322.90	Exempt	\$322.90
Rate per Cubic Metre of Water Consumption	\$2.62	Exempt	\$2.62
Damage to water meter equipment, including the removal of exterior equipment and/or interior wiring will not be tolerated. Two warnings will be provided to the property owner after which, further damages will result in the Municipality invoicing the property owner for the applicable size of water meter and require the installation, at the property owner's expense, of a radio read water meter to avoid future problems.			

**Monthly**

Base Water Service Rate (BSR)	\$26.91	Exempt	\$26.91
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**Paisley Sewer Service Area Rates (non-taxable)**

Effective for all billings, the sewer rate for Paisley sewer services shall be a monthly base sewer service rate and a rate per cubic metre of water consumption.

**Annual**

Base Sewer Service Rate (BSR)	\$338.22	Exempt	\$338.22
Rate per cubic metre of water consumption	\$1.50	Exempt	\$1.50
Other Municipality – (Brockton) Crysler & McKeeman	\$1,015.73	Exempt	\$1,015.73

**Monthly**

Base Sewer Service Rate (BSR)	\$27.36	Exempt	\$27.36
Penalty (3x more than flat base rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$ 2,110.92	Exempt	\$ 2,110.92

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL

<b>Water Service Area Rates</b> <b>Tara Water Service Area Rates (non-taxable)</b>
Minimum rates to be charged on a per unit basis as determined by the assessment roll and/or as amended by a formal review by the Municipality of Arran-Elderslie.
Any customer wishing to be charged on a metered basis shall, at the customer's expense, install a water meter. The metered rate shall be the same as the Paisley Water Service Area metered rates.

Effective for all billings after January 1st each year

**Residential**

Single family unit	\$720.88	Exempt	\$720.88
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**Commercial**

Dry	\$807.39	Exempt	\$807.39
Wet	\$937.14	Exempt	\$937.14
Dry/Residence	\$764.22	Exempt	\$764.22
Wet/Residence	\$807.39	Exempt	\$807.39
Service Station/Garage	\$807.39	Exempt	\$807.39
Service Station/Car Wash	\$1,249.77	Exempt	\$1,249.77
Churches	\$720.88	Exempt	\$720.88

**Sewer Service Area Rates**  
**Tara Metered Sewer Service Area Rates (non-taxable)**

Industrial (per cubic metre)	\$1.45	Exempt	\$1.45
Residential Single Family Unit	\$527.73	Exempt	\$527.73
Residential Dry	\$542.43	Exempt	\$542.43
Residential Wet	\$632.84	Exempt	\$632.84
Commercial Dry	\$542.43	Exempt	\$542.43
Commercial Wet	\$587.60	Exempt	\$587.60

Water and Sewer Fees			
DESCRIPTION	FEE	HST	TOTAL
Service Station/Garage	\$452.32	Exempt	\$452.32
Service Station/Car Wash	\$942.35	Exempt	\$942.35
Churches	\$527.73	Exempt	\$527.73
Penalty (3x more than annual base rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$ 2,110.92	Exempt	\$2,110.92



Planning Fees

DESCRIPTION	FEE	HST	TOTAL
Encroachment Agreement - Application per Agreement Applicant also responsible for Registration, Title Search and any Legal Costs	\$500.00	Exempt	\$500.00
Release of Subdivision Agreement -full or partial	\$500.00	Exempt	\$500.00
Temporary Use Agreement	\$500.00	Exempt	\$500.00
Site Plan Control - Applicant responsible for registration, title search and any legal costs	\$500.00	Exempt	\$500.00
Development Agreement - Application responsible for registration, title search and any legal costs	\$500.00	Exempt	\$500.00
Parkland Dedication - Residential Severance Application	\$500.00	Exempt	\$500.00
Cash in Lieu of Parking This may be required in accordance with the Planning Act, R.S.O. 1990, c. P.13, as amended)	Confirmation from the Clerk is Required	Exempt	

# Cemetery Fees

DESCRIPTION	FEE	HST	TOTAL
<b><u>Single Grave</u></b>			
Land	\$450.00	\$58.50	\$508.50
Care and Maintenance (40% of total)	\$300.00	\$39.00	\$339.00
Total Per Grave	\$750.00	\$97.50	\$847.50
<b><u>Columbarium - Lower Two Rows</u></b>			
Niche (Includes 1st Opening & Closing	\$1,000.00	\$130.00	\$1,130.00
Care and Maintenance (15% of total)	\$177.00	\$23.01	\$200.01
Total	\$1,177.00	\$153.01	\$1,330.01
<b><u>Columbarium - Upper Four Rows</u></b>			
Niche (Includes 1st Opening & Closing	\$1,200.00	\$156.00	\$1,356.00
Care and Maintenance (15% of total)	\$212.00	\$27.56	\$239.56
Total	\$1,412.00	\$183.56	\$1,595.56
<b><u>Columbarium - Engraving</u></b>			
Niche Door Engraving (Second date of death not included)	\$350.00	\$45.50	\$395.50
<b><u>Interments</u></b>			
Mon to Fri 7 am to 4 pm			
- Adult	\$550.00	\$71.50	\$621.50
- Child	\$250.00	\$32.50	\$282.50
- Cremation	\$250.00	\$32.50	\$282.50
- Double Cremation Vault	\$375.00	\$48.75	\$423.75
- Columbarium (2nd Niche Opening Only)	\$150.00	\$19.50	\$169.50
- Full Burial With Cremation Burial	\$600.00	\$78.00	\$678.00
<b>Disinterment Columbarium</b> (Replace Door)	\$125.00	\$16.25	\$141.25
<b><u>Additional After Hour Charges</u></b>			
Full Burial Mon to Fri after 4 pm - Additional	\$275.00	\$35.75	\$310.75
Full Burial Sat by 12 noon - Additional	\$350.00	\$45.50	\$395.50
Cremation Mon to Fri after 4 pm - Additional	\$125.00	\$16.25	\$141.25
Cremation Sat by 12 noon - Additional	\$187.50	\$24.38	\$211.88
Columbarium Mon to Fri after 4 pm - Additional	\$75.00	\$9.75	\$84.75
Columbarium Sat by 12 noon - Additional	\$112.50	\$14.63	\$127.13
Columbarium Winter Burial - Additional	\$75.00	\$9.75	\$84.75
<b><u>Cremation Garden (Hillcrest Only)</u></b>			
Land	\$120.00	\$15.60	\$135.60
Care and Maintenance	\$175.00	\$22.75	\$197.75
Opening	\$250.00	\$32.50	\$282.50
Engraving	\$350.00	\$45.50	\$395.50
Total Per	\$895.00	\$116.35	\$1,011.35
Disinterment of Regular Burial	\$1,000.00	\$130.00	\$1,130.00
Disinterment of Cremated Remains	\$500.00	\$65.00	\$565.00
Lowering Device & Greens Rental	\$100.00	\$13.00	\$113.00

Cemetery Fees			
DESCRIPTION	FEE	HST	TOTAL
<b><u>Mortuary Fees</u></b>			
Mortuary Storage Fee Burial in Arran-Elderslie	\$100.00	\$13.00	\$113.00
Mortuary Storage Fee Burial Elsewhere	\$180.00	\$23.40	\$203.40
<b><u>Monument Fees</u></b>			
Flat	\$100.00	\$13.00	\$113.00
Upright Under 4 Feet	\$200.00	\$26.00	\$226.00
Upright Over 4 Feet	\$400.00	\$52.00	\$452.00
<b><u>Administration Fees</u></b>			
Transfer of Ownership	\$75.00	\$9.75	\$84.75
Municipal Burial Permit Fee (Death Occurs Outside of Municipality)	\$10.00	Exempt	\$10.00

## Solid Waste/Landfill Fees

The Municipality has an agreement in place with Ontario Electronic Stewardship whereby they dispose of the e-waste at no charge (By-Law 62-09). Should this arrangement change, the Municipality reserves the right to use the published fee grid and review at such time for appropriateness of the fee structure. A similar arrangement exists with respect to used tires, with the Ontario Tire Stewardship.

DESCRIPTION	FEE	HST	TOTAL
Domestic –per Bag Tag			
Households	\$3.00	Exempt	\$3.00
Resellers	\$2.85	Exempt	\$2.85
Landfill Minimum Charge	\$10.00	Exempt	\$10.00
Refuse Garbage - Sorted Tonnage (\$.109/kg)	\$112.00	Exempt	\$112.00
Demolition Material - not cleaned or sorted Per tonne (\$.219/kg)	\$224.00	Exempt	\$224.00
Mattress ( All Sizes)	\$17.00	Exempt	\$17.00
Upholstery Furniture per unit	\$10.00	Exempt	\$10.00
Tires	\$0.00	Exempt	\$0.00
Tires on Rim or Soiled Tires	\$5.00	Exempt	\$5.00
Refrigerators, Freezers and Air Conditioners -With MOE Tag Attached Indicating No Freon	\$0.00	Exempt	\$0.00
Refrigerators, Freezers and Air Conditioners -Without MOE Tag Attached (May Have Freon) -Per Unit	\$30.00	Exempt	\$30.00
Open Landfill -Outside Regular Operating Hours -Plus Hourly Operator Rate -Plus Applicable Tipping Fees	\$115.00	Exempt	\$115.00
Non-payment of Tipping Fees	\$28.00	Exempt	\$28.00



Solid Waste/Landfill Fees

DESCRIPTION	FEE	HST	TOTAL
Asbestos - Digging and Burial	\$215.00	Exempt	\$215.00
Garbage Pick Up- Local Improvements	\$95.00	Exempt	\$95.00

## Recreation Fees

Cancellation/Refund Policy: In the cases where a contract is signed between the Municipality and the user, the cancellation/refund provisions in the contract will prevail. In all other cases, refunds will not be issued, except where a medical or health-related preclusion can be demonstrated. In those cases, if alternative arrangements cannot be agreed upon, an administration fee of 25% of the full amount will apply and be withheld from any refund.

DESCRIPTION	FEE	HST	TOTAL
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### Arena and Facility Rentals

Arena Floor (i.e. ball Hockey) -Per Hour	\$61.95	\$8.05	\$70.00
Arena Floor (i.e. ball Hockey) Per Hour (same day booking)	\$35.40	\$4.60	\$40.00
Arena Space (i.e. Third Party Program Providers) -Per Hour	\$14.55	\$1.90	\$16.45
Arena Floor (i.e. auction) -Three Day Rental	\$1,118.86	\$145.45	\$1,264.31
Arena Floor Set-up Tara - Maximum Capacity 800	\$753.21	\$97.90	\$851.11
Tara Stag & Doe (Arena floor to a max of 500)	\$577.38	\$75.04	\$652.42
Paisley - Maximum Capacity 800	\$753.31	\$97.91	\$851.22
Paisley Stag & Doe (Arena floor to a max of 500)	\$577.38	\$75.04	\$652.42
Chesley - Maximum Capacity 1000	\$950.18	\$123.50	\$1,073.68
Chesley Stag & Doe (Arena floor to a max of 500)	\$706.39	\$91.83	\$798.22
Kitchen Fee	\$61.95	\$8.05	\$70.00
Canteen Monthly Rent - Chesley (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Paisley (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara Pavillion (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara Pavillion (daily)	\$17.70	\$2.30	\$20.00
Ball Diamond Food Truck (game nights only, contract)	\$17.70	\$2.30	\$20.00

### Pavilions

Tara, Chesley or Paisley (per day)	\$52.84	\$6.87	\$59.71
Kinsmen Pavilion, Chesley (per day, licensed)	\$257.50	\$33.48	\$290.98
Kinsmen Pavilion, Chesley (per day, unlicensed)	\$105.69	\$13.74	\$119.43

## Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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### Soccer Fields

Per Game	\$38.31	\$4.99	\$43.30
Per Day	\$131.16	\$17.06	\$148.22
Horse Ring Rental	\$140.68	\$18.29	\$158.97

### Ball Diamond Rentals

Group-Adult Game or Practice Without Lights	\$41.98	\$5.45	\$47.43
With Lights	\$51.27	\$6.64	\$57.91
Minor Sports Game or Practice -Without Lights	\$28.53	\$3.72	\$32.25
Adult Tournament Per Day (Without Lights)	\$163.25	\$21.22	\$184.47
Adult Tournament Per Day (With Lights)	\$204.09	\$26.53	\$230.62
Youth Tournament Per Day (Without Lights)	\$96.89	\$12.60	\$109.49
Youth Tournament Per Day (With Lights)	\$114.86	\$14.93	\$129.79
Additional Staff - Rate Per Employee per hour (4 hour minimum charge)	\$35.40	\$4.60	\$40.00

### Ice Fee Rentals (All Arenas)

Ice Rental, Per Hour			
Prime (5pm-12am, Mon-Fri, weekends)	\$142.20	\$18.49	\$160.69
Non-Prime (8am-5pm, Mon-Fri)	\$83.86	\$10.90	\$94.76
Figure Skating/Broomball	\$97.27	\$12.65	\$109.92
Arran-Elderslie Minor Sports	\$102.65	\$13.34	\$115.99
Out of Town Minor Sports	\$131.07	\$17.04	\$148.11
Grey Bruce Highlanders/TCDMHA	\$118.24	\$15.37	\$133.61
Sponsored Ice Rental	\$62.83	\$8.17	\$71.00
(Hockey tournaments include 1 day use of community centre and kitchen)			
Use of Room with Ice Rent(Max 30 People Max	\$22.78	\$2.96	\$25.74
School Skating (9:00am to 3:00pm)	\$36.46	\$4.74	\$41.20
(School rate for schools within Arran-Elderslie)			

2022

FEEES AND CHARGES

Recreation Fees			
DESCRIPTION	FEE	HST	TOTAL
Double header Facility Rates:			
Boardroom - AAA Double Headers/Meetings	\$0.00	\$0.00	\$0.00
Boardroom - Max 4 Hours	\$68.69	\$8.93	\$77.62
Hall - Max 4 Hours	\$89.82	\$11.68	\$101.50
Damage / Cleaning Deposit (Refundable)	\$50.00	Exempt	\$50.00
Sell off ice (booked within week)	\$90.27	\$11.73	\$102.00
Same Day Booking Rate	\$44.25	\$5.74	\$49.99
Early Ice (prior to Thanksgiving, where			
Prime (5pm-12am, Mon-Fri, weekends)	\$182.28	\$23.70	\$205.98
Non-Prime (8am-5pm, Mon-Fri)	\$137.62	\$17.91	\$155.53
Arran-Elderslie Minor Sports	\$118.24	\$15.37	\$133.61
Out of Town Minor Sports	\$149.47	\$19.43	\$168.90
Grey Bruce Highlanders/TCDMHA	\$118.24	\$15.37	\$133.61
Public Skating / Drop-in			
per single admission	\$2.65	\$0.35	\$3.00
per family admission	\$7.08	\$0.92	\$8.00

Community Centres

Cups			
7 oz, per sleeve of 100	\$4.56	\$0.59	\$5.15
14 oz, per sleeve of 50	\$3.65	\$0.47	\$4.12
Coffee Urn (offsite rental, \$100 deposit required)	\$17.70	\$2.30	\$20.00
Table wrap			
per full roll	\$37.55	\$4.88	\$42.43
per part roll	\$18.78	\$2.44	\$21.22
Table rental, per (Off Site Only, Wooden	\$8.85	\$1.15	\$10.00
Chair rental, per (Off Site Only)	\$2.66	\$0.34	\$3.00
Aerial Lift (Rate per Day)	\$265.23	\$34.50	\$299.73
Transportation for Aerial lift	\$53.05	\$6.90	\$59.95



## Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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### Tara

Community Centre (capacity 210) Bar/set up - licensed Unlicensed Meeting Rate - AE non profit (2 hours) Meeting (Up to 4 Hours , Max 30 People) Meeting (Up to 8 Hours , Max 30 People)	\$382.15 \$198.44 \$53.73 \$68.69 \$89.82	\$49.68 \$25.80 \$6.98 \$8.93 \$11.68	\$431.83 \$224.24 \$60.71 \$77.62 \$101.50
Curling Club (capacity 450) Bar/set up - licensed Unlicensed	\$577.38 \$415.39	\$75.06 \$54.00	\$652.44 \$469.39
Auction Sale (resident one-day) Auction Sale (transient/non-resident one-day)	\$316.94 \$491.99	\$41.20 \$63.96	\$358.14 \$555.95
Committee Room (capacity 77) Bar/set up - licensed Unlicensed	\$154.12 \$125.81	\$20.04 \$16.36	\$174.16 \$142.17
Arkwright Hall	\$50.00	\$6.50	\$56.50
Community Centre - Drop In Rate (Adult/Youth) Community Centre - Drop in Rate (Senior)	\$2.66 \$1.77	\$0.34 \$0.23	\$3.00 \$2.00

### Paisley

Community Centre (capacity 165) Bar/set up - licensed Unlicensed	\$349.80 \$167.88	\$45.47 \$21.82	\$395.27 \$189.70
Curling Club (capacity 450) Bar/set up - licensed Unlicensed Lounge (capacity 30)	\$577.38 \$415.39 \$62.79	\$75.06 \$54.00 \$8.16	\$652.44 \$469.39 \$70.95
Auction Sale (resident one-day) Auction Sale (transient/non-resident one-day)	\$285.47 \$450.37	\$37.11 \$58.55	\$322.58 \$508.92
Legion Room - AE Non-Profit Meeting Rate Legion Room (cap 30)- Meetings/Training up to 4 hours Legion Room (cap 30)- Meetings/Training 8 hours max	\$53.74 \$68.64 \$89.82	\$6.99 \$8.92 \$11.68	\$60.73 \$77.56 \$101.50

2022  
FEES AND CHARGES

Recreation Fees			
DESCRIPTION	FEE	HST	TOTAL

Community Centre - Drop In Rate (Adult/Youth)	\$2.66	\$0.34	\$3.00
Community Centre - Drop in Rate (Senior)	\$1.77	\$0.23	\$2.00

Chesley

Community Centre (capacity 325) Bar/set up - licensed Unlicensed	\$531.44 \$272.97	\$69.09 \$35.50	\$600.53 \$308.47
Curling Club (capacity 500) Bar/set up - licensed Unlicensed	\$706.39 \$521.98	\$91.83 \$67.86	\$798.22 \$589.84
Auction Sale (resident one-day) Auction Sale (transient/non-resident one-day)	\$393.71 \$747.68	\$51.18 \$97.20	\$444.89 \$844.88
Board Room (capacity 30) AE Non-profit meeting rate - up to 4 hours - more than 4 hours (max 8 hours)	\$53.73 \$68.69 \$89.82	\$6.98 \$8.93 \$11.68	\$60.71 \$77.62 \$101.50
Community Centre - Drop In Rate (Adult/Youth) Community Centre - Drop in Rate (Senior)	\$2.66 \$1.77	\$0.34 \$0.23	\$3.00 \$2.00

Swimming Pool Fees - Tara and Chesley

Pool - Public Swimming

Single Admissions Youth 2 - 17 yrs Adult 18+ yrs Family (immediate members only)	\$2.66 \$3.55 \$8.85	\$0.34 \$0.45 \$1.15	\$3.00 \$4.00 \$10.00
Multi-Visit Pass 10 Pass Visit - Adult 10 Pass Visit - Child	\$35.40 \$26.55	\$4.60 \$3.45	\$40.00 \$30.00
Season Pass Youth 2 - 17 yrs Adult 18+ yrs Family (immediate members only)	\$70.80 \$88.50 \$159.29	\$9.20 \$11.50 \$20.71	\$80.00 \$100.00 \$180.00

2022  
FEES AND CHARGES

Recreation Fees			
DESCRIPTION	FEE	HST	TOTAL
Hourly Pool Rental - includes minimum of 2 lifeguards Chesley (max capacity 90) Tara (max capacity 77)	  \$81.24 \$81.24	  \$10.56 \$10.56	  \$91.80 \$91.80

Certificated programs exclude HST for participants 14 years of age and younger. If participants are over 14 years of age, please add 13% HST  
Proof of age is required.  
Sessions are two weeks in length for lessons, eight weeks in length for programs

Pool - Instructional Lessons

Private Lessons, per session Includes 10 daily lessons Registration	\$140.68	\$18.29	\$158.97
Group / School (per, min 30 participants) Registration	\$57.41	Exempt	\$57.41
Preschool (under 5 yrs old) Registration	\$67.71	Exempt	\$67.71
Swimmer (Ages 3-5) Registration	\$67.71	Exempt	\$67.71
Swimmer (1 to 4) (Age 6+) Registration after	\$67.71	Exempt	\$67.71
Swimmer (5 to 8) Registration	\$72.42	Exempt	\$72.42
Swimmer (9 to 10) Registration	\$75.74	Exempt	\$75.74
Aquafit - Drop In Aquafit - Summer Rate	\$5.53 \$81.64	\$0.72 \$10.61	\$6.25 \$92.25

\*\* Every THIRD REGISTRATION IS \$20 OFF

## Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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### Summer Day Camps (July and August, excluding Statutory holidays)

Daily, Mon - Fri ***3rd Child (less 10% of equal or lesser number of days)	\$33.99	Exempt	\$33.99
Outdoor Education Specialty Camp ***3rd Child (less 20%)	\$200.85	Exempt	\$200.85

### Billboard Rental

Arenas			
Large 3 x 8 section	\$395.74	\$51.46	\$447.20
Large 3 x 16 section	\$594.01	\$77.23	\$671.24
Large 3 x 24	\$759.01	\$98.68	\$857.69
Wall Advertising, 3 x 4 section	\$125.00	\$16.26	\$141.26
In-Ice Logo - painted (one year term)	\$1,000.00	\$130.01	\$1,130.01
In-Ice Logo - mesh inlay (one year term)	\$750.00	\$97.51	\$847.51
Ice Resurfacers Logo (machine wrap, minimum 3 yr contract)	\$1,000.00	\$130.01	\$1,130.01

### Community Guide Advertisement

Business Card Size	\$79.60	\$10.35	\$89.95
1/4 Page	\$122.12	\$15.88	\$138.00
1/2 Page	\$159.08	\$20.68	\$179.76
Full Page	\$265.27	\$34.49	\$299.76
1/2 Page Colour	\$550.00	\$71.50	\$621.50

### Insurance Fees

Hourly Rate - Sports - Occasional Use - Up to 1 Including			
3rd Party Programming - Rate Per Session (4)	\$4.43	\$0.57	\$5.00
3rd Party Programming - Rate Per Class	\$1.11	\$0.13	\$1.24
One Day Sporting Event/Tournament - Rate Per	\$35.40	\$4.59	\$39.99
All Season Sporting Activities - Flat Rate Per Hour	\$4.43	\$0.57	\$5.00
<b>Adult Non Contact Hockey</b>			
Hourly Rate - Occasional Use - Per Team Per	\$4.43	\$0.57	\$5.00
Meetings/Events-Birthday Parties, Showers,			
1 to 250 Participants - Flat Rate	\$4.43	\$0.57	\$5.00
Events (Open to the Public) - Rate Per Event	\$47.78	\$6.20	\$53.98
Local Auction - Daily Rental Fee plus	\$100.00	\$12.99	\$112.99
Vendor's Market - Annually	\$199.11	\$25.87	\$224.98
Ball Insurance (per game)	\$1.50	\$0.19	\$1.69
5 km Chesley Classic - Per Event	\$199.11	\$25.87	\$224.98

2022

FEES AND CHARGES

Trailer Park Fees

DESCRIPTION	FEE	HST	TOTAL
Full Service			
Seasonal	\$1,397.15	\$181.63	\$1,578.78
Monthly	\$635.38	\$82.60	\$717.98
Weekly	\$242.08	\$31.47	\$273.55
Daily	\$47.76	\$6.21	\$53.97
May 1 to Weekend After Thanksgiving			
Hydro/Water Only			
Seasonal	\$1,164.47	\$151.38	\$1,315.85
Monthly	\$548.10	\$71.25	\$619.35
Weekly	\$205.86	\$26.76	\$232.62
Daily	\$41.79	\$5.43	\$47.22
Victoria Day Weekend to Thanksgiving			
Transient No Services - Daily - Trailer	\$26.55	\$3.45	\$30.00
Transient No Services - Daily - Tent	\$17.70	\$2.30	\$20.00
Winter Storage			
-Trailer, Deck, Shed	\$250.78	\$32.60	\$283.38
Deck, Shed, Other Property	\$50.00	\$6.50	\$56.50
-October 15-May 15			
Moving from one lot to another, if re-sodding or other clean-up required	\$50.00	Exempt	\$50.00
Clean-out	\$10.00	Exempt	\$10.00
Lot Maintenance Required by Works, Requested by Tenant	Minimum \$25.00 + Cost of Materials and/or Labour		



Fire Department Fees

DESCRIPTION	FEE	HST	TOTAL
OFC Deficiencies or No Deficiencies Letter	\$100.49	\$13.06	\$113.55
File Search Request Letters	\$100.49	\$13.06	\$113.55
Fire Report - SIR (3rd Party)	\$100.49	\$13.06	\$113.55
Burn Permit	No Charge		
Fire Safety Inspections - Initial Visit / Consultation	No Charge		
Residential Home Inspection (Single Family)	No Charge		
Residential Inspection (operating a business out of home, such as a daycare)	\$65.00 Per Hour, Minimum 1	Exempt	\$65.00
Commercial/Industrial/Institutional Inspection	\$65.00 Per Hour, Minimum 1	Exempt	\$65.00
Inspections Requiring Outside Agencies	Actual Cost		
Fire Safety Inspection (Including Written Report)	\$65.00 Per Hour, Minimum 1	Exempt	\$65.00
Fire Safety Plan Review / Approval	\$65.00 Per Hour, Minimum 1	Exempt	\$65.00
Fire Drill Approval and Observation	\$65.00 Per Hour, Minimum 1	Exempt	\$65.00
Incident Response - Open Air Fire with or without permit (at discretion of Fire Chief or Designate)			
Current MTO Rate per apparatus, per hour	\$509.89	Exempt	\$509.89
Current MTO Rate per apparatus, per half hour	\$254.95	Exempt	\$509.89
Incident Response - Open Air Fire with Permit & Compliant	No Charge		\$0.00
Motor Vehicle, Watercraft & Aircraft Accidents & Fires - Other than Highway 21			
Current MTO Rate per apparatus, per hour	\$509.89	Exempt	\$509.89
Current MTO Rate per apparatus, per half hour	\$254.95	Exempt	\$254.95

Fire Department Fees			
DESCRIPTION	FEE	HST	TOTAL
Motor Vehicle Accident on Highway 21 Current MTO rate per apparatus, per hour	\$509.89	Exempt	\$509.89
Motor Vehicle Fires on Highway 21 Current MTO rate per apparatus, per hour	\$509.89	Exempt	\$509.89
If necessary to provide security to maintain continuity of scene during an incident investigation Flat Rate per Day	\$750.00	Exempt	\$750.00
Structural Fires - Commercial and Residential Current MTO rate per apparatus, per hour Current MTO rate per apparatus, per half hour Firefighter Current Rate, per hour	\$509.89 \$254.95 \$33.36	Exempt Exempt Exempt	\$509.89 \$254.95 \$33.36
Wildland Fires through Carelessness Current MTO rate per apparatus, per hour Current MTO rate per apparatus, per half hour	\$509.89 \$254.95		
Rent special equipment to determine origin and cause, suppress or extinguish fires, preserve property, prevent fire spread, make property safe Current MTO rate per appartus, per hour	Actual cost for agencies and equipment used \$509.89	Exempt Exempt	\$509.89
Smoke Alarm or Carbon Monoxide Detector Added to taxes + interest, if unpaid after 30 days	\$55.62	\$7.23	\$62.85
Hazardous Materials Response Current MTO rate per truck, per hour Current MTO rate per truck, per half hour	\$509.89 \$254.95	Exempt Exempt	\$509.89 \$254.95
Decontamination and cleaning of all PPE after Structure Fire or Hazardous Material Call	Actual Costs of all Cleaning and Repair	Exempt	
False Alarms - 2 free per calendar year, thereafter:	\$500.00	Exempt	\$500.00
Extinguish controlled Burn (per hour, per vehicle) (MTO rates for vehicles, rates for personnel extra)	\$225.00	Exempt	\$225.00
Response Due to Gross Negligence or an Illegal Act Current MTO rate per truck, per hour Current MTO rate per truck, per half hour	\$509.89 \$254.95	Exempt Exempt	\$509.89 \$509.89
Commercial - Lock Box (Hardware only, No Installation)	Actual Cost	HST	

Fire Department Fees			
DESCRIPTION	FEE	HST	TOTAL
Fire Safety Plan Box	Actual Cost	HST	
Dry Sprinkler Powder Aerosol Unit - DSPA	Actual Cost Plus 10%	Exempt	
Class A Foam Wetting Agent	Actual Cost Plus 10%	Exempt	
Other Material Charges	Actual Cost Plus 10%	Exempt	
Fire Extinguisher Training for Employees (Commercial, Industrial & Institutional)	\$10.00 per Person - Minimum \$100 Charge	Exempt	
Assistance Beyond Normal Requirements or	Actual Cost Plus 10%	Exempt	
Fire Watch or Stand By for other outside agencies with apparatus			
Current MTO rate per apparatus, per hour	\$509.89	Exempt	\$509.89
Current MTO rate per apparatus, per half hour	\$254.95	Exempt	\$509.89
Fire Watch (Without Apparatus)	Actual Cost Plus 10%	Exempt	
For extraordinary expenses - When additional resources are required at a fire or emergency incident and no owner or agent is available to authorize, recovery of costs can be invoiced to the property owner (ie: Excavator, drone, other agencies for assistance)	Invoice will be according to invoice provided by third party	Exempt	

Treasure Chest Museum Fees

DESCRIPTION	FEE	HST	TOTAL
Annual Membership Fees - Single	\$16.37	\$2.13	\$18.50
Annual Membership Fees - Family	\$20.80	\$2.70	\$23.50
Single Admission - Adult	BY DONATION		
Single Admission - Student/Senior	BY DONATION		
Group Admission - 10 or more	\$37.17	\$4.83	\$42.00

# Building Permit Fees

All Permits Fees are HST exempt.  
All Permits carry minimum fee.  
Where any work, required by the BCA to have a permit, has commenced prior to the issuance of a Building Permit, the applicable permit fee payable is doubled.  
The Municipality does not currently have Development Charges in place

DESCRIPTION	FEE
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General

Building Permit (minimum fee)	\$130.00
Miscellaneous Inspections, per	\$130.00
Change of Use	\$130.00
Demolition Permit	\$130.00

Residential

Single Family Residence	\$1.55 /sq.ft.
Multiple Residential	\$1.40 /sq.ft.
Additions- With or Without Plumbing	\$1.55 /sq.ft.
Deck or Porch (minimum \$125.00 fee)	\$0.80 sq.ft
Garden Shed	\$125.00
Ancillary Buildings	\$0.50 /sq.ft.
Garage/Shed- Attached or Detached	\$0.75 /sq.ft.
Renovations: (fee/construction value)	\$14.00 / \$1,000.00
Wood Burning Appliances	\$150.00
Moving Permit	\$210.00
Pool- Above Ground	\$150.00
Pool - In Ground	\$350.00

Sewage Systems

Class 1, 2, 3	\$350.00
Class 4 & 5-New Sewage System	\$600.00
Bed-Tank Replacement/Repair	\$350.00



# Building Permit Fees

DESCRIPTION	FEE
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## Agricultural

Farm Buildings- with Livestock	\$0.35 /sq.ft.
Farm Buildings- without Livestock	\$0.30 /sq.ft.
Additions	\$0.30 /sq.ft.
Fabric Structure	\$0.35 /sq.ft.
Manure Storage Tank	\$0.30 /sq.ft.
Silo- Upright or Bin	\$150.00
Silo- Bunker (with Roof)	\$0.30 /sq.ft.
Silo- Bunker (without Roof)	\$0.20 /sq.ft.
Renovation/Structural: (fee/construction value)	\$12.00/\$1000.00

## Commercial/Industrial/Institutional

Commercial Buildings	\$0.80 /sq.ft.
Industrial Buildings	\$0.80 /sq.ft.
Institutional Buildings	\$0.80 /sq.ft.
Misc. Renovations/Additions (fee/construction value)	\$12.00/\$1000.00

## Miscellaneous

Repairs/Additions/Renovations (where applicable)	\$225.00
Towers (base and tower) (fee/construction value)	\$20.00/\$1000.00
Wind Turbines - Per Turbine	\$100,000.00
Tents	\$150.00
Signs (per O.B.C.) (fee/construction value)	\$14.00/\$1000.00
Other: (fee/construction value)	\$10.00/\$1000.00

## Refunds (where applicable)

If Administrative Functions Only Performed	80%
If Admin and Zoning Functions Only Performed	70%
If Permit has been Issued; No Field Inspections have been Performed Subsequent to Issuance	45%
If Permit has been Issued; One Field Inspection has been Performed Subsequent to Issuance	30%
For Each Subsequent Field Inspection, After Permit Issued, Additional Deduction of	5%

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

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**BY-LAW NO. 4 - 2022**

**A By-law to Amend Bylaw 19-2021, A By-Law to Regulate Open Air  
Burning within the Municipality of Arran-Elderslie**

**Whereas** the Municipal Act, 2001, c25, s130 states, a municipality may regulate matters not specifically provided for by this Act or any other Act for purposes related to the health, safety and well-being of the inhabitants of the Municipality; and

**Whereas** the Fire Protection and Prevention Act, 1997, S.O. 1997 c4, Section 7.1(1) a Council of a Municipality may pass by-laws,  
a) regulating fire prevention, including the prevention of the spreading of fires; and  
b) regulating the setting of open-air fires, including establishing the times during which open air fires may be set; and

**Whereas** the Council of the Corporation of the Municipality of Arran-Elderslie deems it necessary and advisable to pass a by-law pursuant to the above section; and

**Whereas** the Municipal Act, 2001, c25, s425 permits Municipalities to pass By-laws creating offences; and

**Whereas** the Municipal Act, 2001, c25, s429 grants Municipalities the power to establish fines and set monetary parameters for those fines; and

**Whereas** the established fines for failing to adhere to this By-law are set out in Schedule 'A' hereto.

**Now Therefore the Council of the Municipality of Arran-Elderslie hereby enacts as follows:**

**1. Definitions**

1.1 "Agricultural Open Air Burn Permit" means a permit issued to the owner of an Agricultural Property for the burning of vegetation including brush, tree limbs and stumps on farm lands which is normal and incidental to farming activities, issued in accordance with this By-law.

1.2 "Agricultural Property" means any lands designated as an agricultural zone under the provisions of the Municipality's Zoning By-law and any property where the predominant use is for agricultural purposes.

1.3 "Approved" means approved by the Chief Fire Official or his/her designate. Approval is in the form of an 'Open Air Burn Permit' issued by the Arran-Elderslie Fire & Emergency Services.

1.4 "Burn barrel" means a small fire set in a barrel with a capacity not greater than 205 litres (45 gallon). This type of burning is only permitted in "Rural" areas under "Non-Agricultural" permit and issued in accordance with this By-law.

1.5 "By-law Enforcement Officer" means any employee or contractor appointed by the Municipality of Arran-Elderslie to enforce or carry out the provisions of this By-law or any part or parts thereof.

1.6 "Campfire/bonfire" means a small fire set in a fire pit or tire rim or other device designed to burn firewood for cooking or warmth and shall not exceed 1 metre (3.3 feet) in diameter issued in accordance with this By-law.

1.7 Central Business District

- a) that portion of the Chesley Ward described as 1st Avenue, 2<sup>nd</sup> Ave SW (East side properties only), 2<sup>nd</sup> Ave SE (west side properties only) from the Main Street Bridge south to 3rd Streets Southwest and Southeast – Refer to Schedule "B"
- b) that portion of the Paisley Ward described as Queen Street from Church Street south to Inkerman Street – Refer to Schedule "B"
- c) that portion of the Tara Ward described as Yonge Street from Bruce Street south to White Avenue – Refer to Schedule "B"

1.8 "Chief Building Official" means the Building Official or his/her designates for the Municipality of Arran-Elderslie.

1.9 "Chief Fire Official(s)" means an assistant to the Fire Marshal who is the Municipal Fire Chief, or a member or members of the Fire Department as delegated by the Municipal Fire Chief, as provided in the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, Part II, Article 6(6)

1.10 "Extinguish" means to put out or quench an open-air fire completely, no smoke, hot or glowing embers are to remain.

1.11 "Highway" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof;

1.12 "Municipality" refers to the Corporation of the Municipality of Arran-Elderslie or the land within the geographic limits of the Corporation of the Municipality of Arran-Elderslie as the context requires.

1.13 "Non-Agricultural Open-Air Burn Permit" means a permit issued to the owner of Rural Property for a campfire/bonfire/burn barrel, issued in accordance with this By-law

1.14 "Open Air Fire" means any fire situated outside, whether burned in a container or on the ground, but does not include a gas-fired outdoor campfire device.

1.15 "Owner" means any person, firm or corporation having control over any portion of a building or property under consideration and includes the persons in the building or property.

1.16 "Open Air Burn Permit" means an Agricultural, Non-Agricultural or Urban

Recreational Burn Permit issued by the Municipality in accordance with this By-law. Hereto referred to as a "Permit".



1.17 "Permit Holder" means any person who is issued an Open-Air Burn Permit. This could include the owner or 3rd party permitted to obtain an Open-Air Burn Permit on the owners' behalf.

1.18 "Person" includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative.

1.19 "Property" means a parcel of land which is capable of being legally conveyed.

1.20 "Urban Recreational Open Air Burn Permit" means a permit issued to the owner of a property for a "Campfire/Bonfire" issued in accordance with this By-law

## **2. Application**

2.1 This by-law shall apply throughout the whole of the Municipality.

## **3. Prohibitions**

3.1 No person shall set, maintain, permit or cause to be set or maintained an open-air fire in the Municipality without a current valid permit.

3.2 No person shall set, maintain, permit or cause to be set or maintained, an open-air fire in the Municipality other than in accordance with this By-law and the terms and conditions of a permit.

3.3 No person shall set, maintain, permit or cause to be set or maintained, an Agricultural open-air fire in the Municipality without first notifying the fire department.

3.4 No person shall set or permit an open-air fire on any property owned by the Municipality without having obtained permission from the Municipality.

3.5 Fire – In central Business Districts – Prohibited  
No person shall set an open fire in any of the central business districts of the Municipality. Refer to Schedule "B"

3.6 No person shall set, maintain, permit or cause to be set or maintained, an open-air fire during a fire ban.

3.7 No person shall attempt to demolish by burning, any structure or building without first obtaining the approval of the Chief Fire Official and Chief Building Official.

## **4. Permit**

4.1 A person making an application for a permit for an open-air fire shall:

(a) submit a completed Open Air Burn Permit application provided by the Municipality;

(b) submit written permission of the registered owner of the property, if

applicable;

(c) submit any other documents as may be required by the Municipality;

(d) submit the required permit fee "no cost"; and

(e) Be held responsible for carrying out and adhering to this By-law;

4.2 A Non-Agricultural and Urban Recreational permit is valid for one full calendar year from date of issuance.

4.3 An Agricultural Open Air Burn Permit is valid for is valid for one full calendar year from date of issuance.

4.4 A permit is valid only for the property identified on the permit.

4.5 A permit is not transferable.

4.6 A permit is non-returnable and non-refundable.

4.7 An Agricultural Open Air Burn Permit shall only be issued for an Agricultural Property.

4.8 Agricultural and Non-Agricultural Open-Air Burning is not permitted in urban areas within the Municipality or on properties less than 2 acres in size.

4.9 An owner of property on which an open-air fire has been set or permitted to burn shall be deemed to have permitted the open-air fire and assumes all responsibility

## **5. Duties of the Permit Holder**

5.1 Every permit holder shall ensure an open-air fire is attended and supervised at all times by a responsible person at least eighteen (18) years of age.

5.2 No person shall permit an open-air fire to occur without appropriate extinguishing agents or appropriate means to control the fire such as portable fire extinguishers, garden hose, portable pump and hose, frontend loader, skid steer, or excavator.

5.3 Every permit holder shall ensure an open-air fire is extinguished when not attended or supervised, by a responsible person at least eighteen (18) years of age.

5.4 No person shall permit an open-air fire to occur when the wind velocity is reported to be greater than fifteen (15) kilometers per hour.

5.5 Every permit holder shall ensure the open-air fire does not create excessive smoke.

5.6 Every permit holder shall ensure an open-air fire does not create a nuisance or have an adverse effect on a neighbouring property owner.

5.7 No person shall permit smoke from open-air fire to obstruct a highway.

5.8 Every permit holder shall, with respect to a permit issued for Agricultural open air burning, ensure that:

- (a) It's a minimum of ten (10) meters (thirty-three (33) feet) from combustible structure, vegetation, or other combustible material, highway, overhead wire or a property line; and
- (b) the volume of materials burned at one time does not exceed a quantity that can be safely managed with on-site extinguishment capabilities. Regardless of those capabilities, the maximum pile size shall not exceed six (6) meters by six (6) meters by two (2) meters high (twenty (20) feet long by twenty (20) feet wide by six (6) feet high).
- (c) the burn site is clear of ground cover vegetation and shall specify the means taken for such clearing ie: tilling the subject land.

5.9 Every permit holder shall, with respect to a permit issued for a Non-Agricultural or Urban recreational open-air fire shall ensure that:

- (a) It is physically confined i.e., by a steel rim, bricks, or stones; and
- (b) It is a minimum of three (3) meters (ten (10) feet) from combustible structure, vegetation, or other combustible material, highway, overhead wire or a property line.

5.10 No person shall burn any prohibited items including but not limited to the following as listed below:

- (a) petroleum based products such as oil or grease;
- (b) asphalt materials including building materials;
- (c) aerosol or pressurized containers;
- (d) wood products with high glue content (i.e., particle board);
- (e) painted wood;
- (f) products known to be harmful to the environment;
- (g) rubber products including tires;
- (h) plastic products;
- (i) wood or paper products treated with chemical preservatives;
- (j) household garbage.
- (k) Grass, weeds, tree limbs and brush in urban areas

5.11 No person shall set an open-air fire in contravention of any Ministry of Environment regulations.

5.12 Every permit holder shall ensure an agricultural open-air fire is conducted in daylight hours beginning not less than 1/2 hour after sunrise and concluding 1/2 hour before sunset. The permit holder shall also ensure the fire is completely extinguished not later than 1/2 hour before sunset.

## **6. Exemptions**

6.1 This By-law does not apply to a small, confined fire that is:

- (a) used to cook food on a grill, barbeque, or spit;
- (b) proportionate with the type and quantity of food being cooked; and
- (c) supervised at all times



6.2 This By-law does not apply to the use of an appliance that:

- a) meets the requirements of the Technical Standards and Safety Act, 2000;
- b) is for outdoor use;
- c) if assembled, has been assembled in accordance with the manufacturer's instructions; and
- d) if installed, has been installed in accordance with the manufacturer's instructions.

6.3 The Municipality is exempt from the provisions of this By-law for the purpose of conducting training, education or research for Arran-Elderslie Fire & Emergency Services Department.

6.4 This by-law shall not pertain to employees of the Municipality of Arran-Elderslie in the performance of their duties.

## **7. Delegated Authority**

7.1 The Chief Fire Official or his/her designate is hereby delegated authority to issue a permit in accordance with the provisions of this By-law. As the delegated authority, the Chief Fire Official or his/her designate may:

- (a) refuse to issue a permit where a person has previously failed to comply with the terms and conditions of a permit or the provisions of this By-law;
- (b) impose any additional terms or conditions that he considers necessary in the interest of public safety;
- (c) conduct a site visit to ensure adherence with this By-law;
- (d) vary the terms and conditions of a permit upon conducting a site visit and determining safety is maintained through approved site-specific terms and conditions;
- (e) revoke a permit where complaints are received regarding an open-air fire or for failing to comply with the terms and conditions of a permit.
- (f) order any person to extinguish any fire
- (g) cause such a fire to be extinguished
- (h) declare a total ban against outdoor burning when atmospheric conditions or local circumstances make such fires hazardous.

## **8. Fees**

8.1 The fee for a permit shall be as prescribed in the Municipality's Fees and Charges By-law. Note: Current no fee for open-air burn permit

## **9. Penalty**

9.1 Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

9.2 Penalties and set fines for the violation of this by-law are set out in

Schedule A.

9.3 A By-law Enforcement Officer has authority to enforce the provisions of this By-law or any part or parts thereof.

**10. Indemnification**

10.1 The owner(s) agree on behalf of himself, its heirs, executors, administrators and assigns to defend, indemnify and save harmless the Municipality, and their elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the owner(s), its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the issuing of a permit.

**11. Severability**

11.1 That if a court of competent jurisdiction declares any provision, or any part of a provision, of this by-law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this by-law that each and every provision of this by-law authorized by law be applied and enforced in accordance with its terms to the extent possible according to law.

**12. Force and Effect**

12.1 That By-law 19-2021 is hereby amended upon the passage of this by-law.

12.2 That any previously passed by-laws, resolutions, or provisions which are inconsistent with the provisions of this by-law are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this by-law.

**13. Short Title**

13.1 That this by-law may be referred to as the "Open Air Burning By-law".

READ a FIRST and SECOND time this 10th day of January, 2021.

READ a THIRD time and finally passed this 10th day of January, 2021.

The Corporation of the  
Municipality of Arran-Elderslie

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

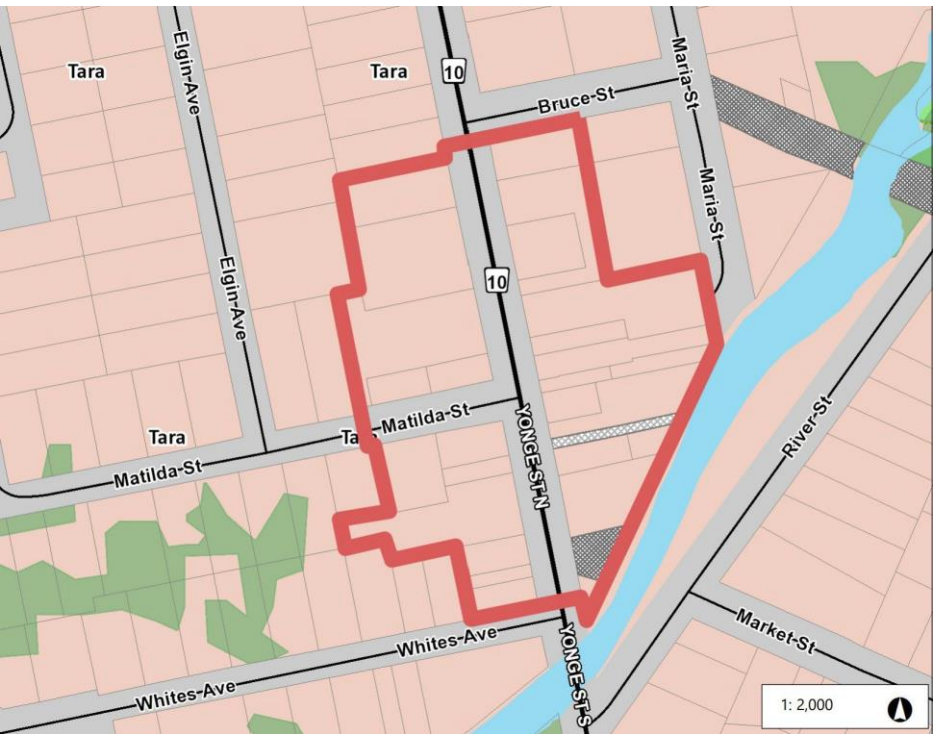
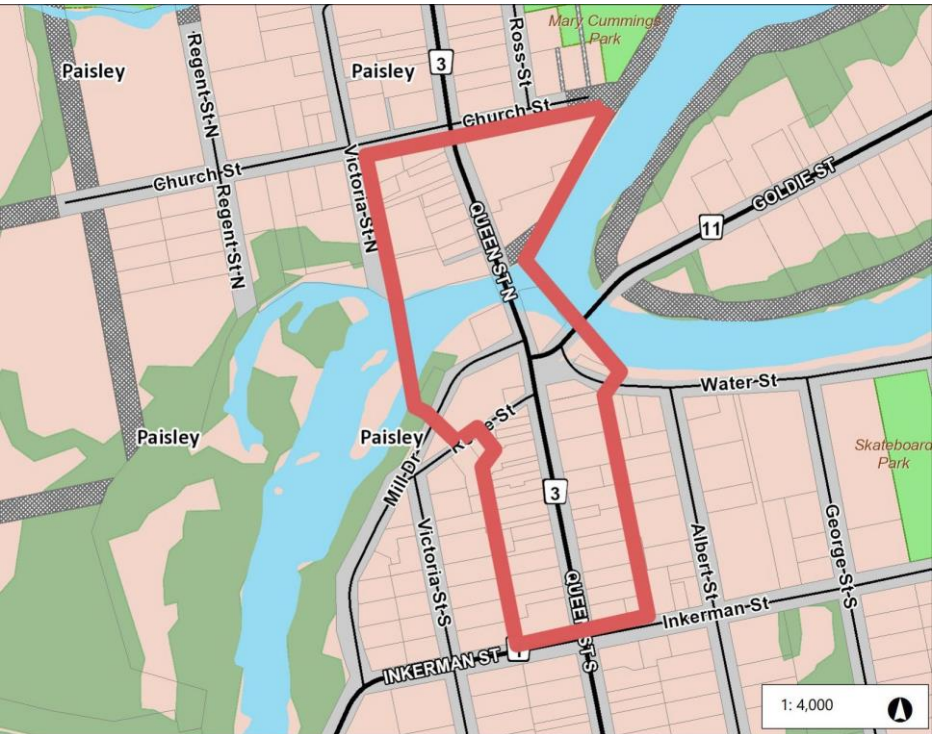
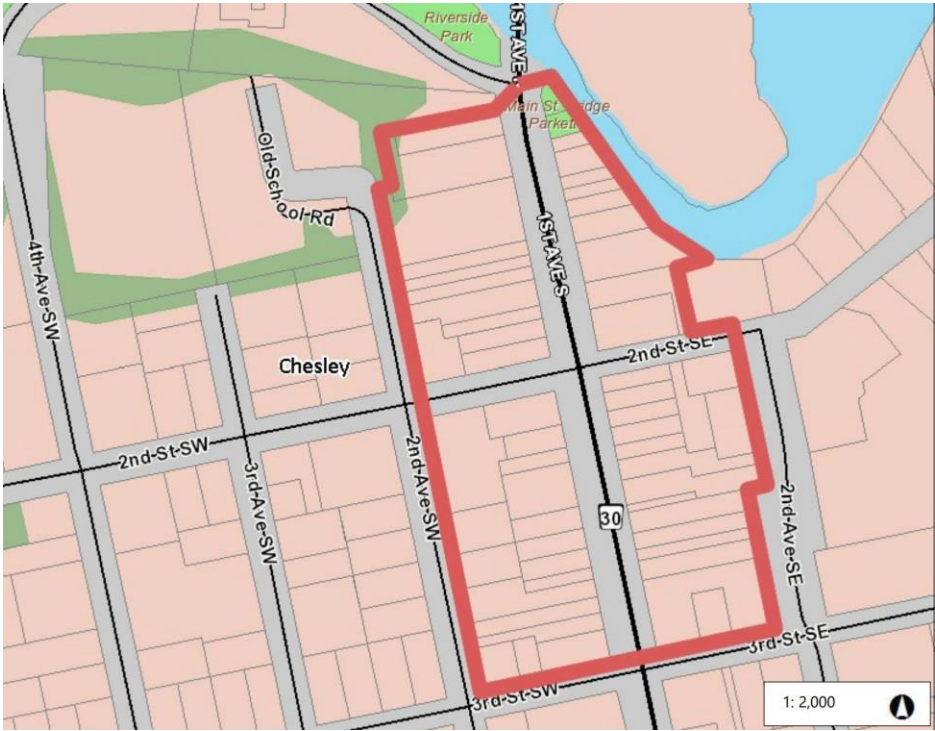
Schedule A  
Municipality of Arran-Elderslie  
Part 1 Provincial Offences Act  
By-law No.19-2021: Open Air Burning

Set Fines Schedule

ITEM	COLUMN 1	COLUMN 2	COLUMN 3
	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1	Burning without obtaining a permit	3.1	\$300
2	Failure to notify Fire Department prior to conducting an Agricultural or Non-Agricultural open air fire	3.3	\$100
3	Set or maintain an open-air fire during a fire ban	3.6	\$500
4	Failure to obtain the approval of the Chief Fire Official and ChiefBuilding Official prior to demolish by burning any structure or building.	3.7	\$500
5	Failure to havean open-air fire under supervision	5.1	\$100
6	Failure to have appropriate extinguishing agents or appropriate means to control open air fire	5.2	\$200
7	Burn Prohibited Item	5.10	\$500

NOTE: the general penalty provision for the offences listed  
above is Section 9 of By-law 19-2021, a certified copy of which has beenfiled.

SCHEDULE B – BYLAW 19-2021  
Central Business Districts





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

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**BY-LAW NO. 5-2022**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL  
MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE  
HELD JANUARY 10, 2022**

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 January 10, 2022, 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 Regular Council meeting held January 10, 2022 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.

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READ a FIRST and SECOND time this 10th day of January, 2022.

READ a THIRD time and finally passed this 10th day of January, 2022.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk