



# MUNICIPALITY OF ARRAN-ELDERSLIE

## Council Meeting

### REVISED AGENDA

Meeting No. 26-2022  
Monday, December 12, 2022, 9:00 a.m.  
Council Chambers  
1925 Bruce Road 10, Chesley, ON

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Pages

1. Call to Order
2. Mayor's Announcements (If Required)
  - I would like to wish everyone Merry Christmas.
  - There will be a book launch on December 16th from 1-4 p.m. at the Paisley Museum on behalf of Judy McKinnon's new book: "Paisley - A Settler's Dream".
  - The Municipal Winter Newsletter will be sent out this week to all residents.
  - Thank you to the all the Santa Claus Parade Organizers and staff for their help with the parades.
  - Thank you to the Tara Rotary Club for their work at the Tara Pool House.
3. Adoption of Agenda
4. Disclosures of Pecuniary Interest and General Nature Thereof
5. Unfinished Business
  - 5.1 Committee Appointments

As two Councillors were absent during the process, these will be reviewed with them in attendance at Council.
  - 5.2 Chesley Kinsmen - Tabled Motion - See Item 13.1 CAO/Clerks

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17.	By-laws	
17.1	By-law 60-2022 - Rundle Zoning By-law Amendment	181
18.	<i>Closed Session (If Required)</i>	
1.	Personal matters about an identifiable individual, including municipal or local board employees; - Fire Protection matters	
2.	Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; - Fire Protection Matters	

19. Resolution to Reconvene in Open Session
20. Adoption of Recommendations Arising from Closed Session (If Any)
21. Adoption of Closed Session Minutes
22. Confirming By-law
  - 22.1 By-law 65-2022
23. Adjournment
24. List of Upcoming Council meetings
  - January 9, 2023
  - January 30, 2023
  - February 13, 2023



**Agenda Number:** 16.1.  
**Resolution No.** 337-28-2022  
**Date:** Monday, November 28, 2022



**Moved by:** Councillor Hampton  
**Seconded by:** Councillor Nickason

Be it resolved that the following members of Council be appointed to the following advisory committees, groups and boards for the 2022 - 2026 term of Council or until a successor is appointed:

Grey Sauble Conservation Authority - Deputy Mayor Shaw

Saugeen Valley Conservation Authority - Councillor Penner

Chesley and Area Joint Fire Board - Councillor Hampton, Councillor Dudgeon

Saugeen Mobility and Regional Transit - Deputy Mayor Shaw

Bruce Area Solid Waste Recycling - Councillor Nickason

Multi-Municipal Wind Turbine Working Group - Councillor Dudgeon, Citizen Member Mark Davis, Councillor Nickason

Physician Recruitment and Retention Committee - Councillor Hampton, Councillor Penner

Paisley Firehall Subcommittee - Councillor Penner, Mayor Hammell, Deputy Mayor Shaw

Paisley Teeswater Bridge Project Working Group - Councillor Penner, Deputy Mayor Shaw

**Carried**

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

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



## **MUNICIPALITY OF ARRAN-ELDERSLIE**

### **Council Meeting**

### **MINUTES**

#### **Meeting No. 27-2022**

**Monday, November 28, 2022, 9:30 a.m.**

**Council Chambers**

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

Council Present:	Mayor Steve Hammell Deputy Mayor Jennifer Shaw Councillor Ryan Nickason Councillor Darryl Hampton Councillor Moiken Penner
Council Absent:	Councillor Brian Dudgeon Councillor Peter Steinacker
Staff Present:	Sylvia Kirkwood - CAO Christine Fraser-McDonald - Clerk Julie Hamilton - Deputy Clerk Scott McLeod - Public Works Manager Tracey Neifer - Treasurer Carly Steinhoff - Recreation Manager Pat Johnston - Chief Building Official Steve Tiernan - Fire Chief

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

Mayor Hammell called the meeting to order at 9:30 am. A quorum was present.

The Mayor asked Council for their permission to amend the agenda to allow for the Kinsmen's presentation and to go into closed session immediately after.

#### **2. Mayor's Announcements (If Required)**

The Mayor noted that the Chesley Santa Claus Parade would be held on December 2nd @ 7:00 p.m. and the Tara Santa Claus Parade on December 3rd @ 7:00 p.m.

#### **3. Adoption of Agenda**

Council passed the following resolution:

**328-28-2022**

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

Be It Resolved that the agenda for the Council Meeting of Monday, November 28, 2022 be received and adopted, as distributed by the Clerk.

**Carried**

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

None.

**5. Unfinished Business**

None.

**6. Minutes of Previous Meetings**

**6.1 October 11, 2022 Regular Council Minutes**

Subsequent to further discussion, Council passed the following resolution:

**329-28-2022**

**Moved by:** Mayor Hammell

**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 October 11, 2022.

**Carried**

**6.2 November 21, 2022 Special Council Minutes**

Subsequent to further discussion, Council passed the following resolution:

**330-28-2022**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Hampton

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Council Session held on November 21, 2022.

**Carried**

**6.3 November 22, 2022 Special Council Minutes**

Subsequent to further discussion, Council passed the following resolution:

**331-28-2022**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Council Session held November 22, 2022.

**Carried**

**7. Business Arising from the Minutes**

None.

**8. Minutes of Sub-Committee Meetings**

**8.1 Multi-Municipal Wind Turbine Working Group September 8, 2022  
Approved Minutes**

Council passed the following resolution:

**332-28-2022**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Penner

Be It Resolved that the Council of the Municipality of Arran-Elderslie receives the minutes of the Multi-Municipal Wind Turbine Working Group meeting held on September 8, 2022.

**Carried**

**9. Public Meeting(s)**

None.

**10. Delegations**

**10.1 Chesley Kinsmen**

The Chesley Kinsmen's Club presented a cheque for the Chesley Splash Pad.

Bob Johnson, Bill Gardhouse and Nathan Rhody were present on behalf of the club.

They asked for \$91,000 for a new playground to replace the existing equipment. It will be AODA accessible and they will also improve the drainage in the area.

They are looking for an interest free loan for up to ten years from the Municipality.

## 11. Presentations

### 11.1 James Special Services & Eric Davis, SV Law - By-law Enforcement

Jerry Fluney of James Special Services and Eric Davis of SV Law spoke to Council regarding By-law Enforcement for the Municipality.

He noted that they enforce the by-laws for the Municipality. They focus on Tidy Yards, Property Standards and parking. They provide support to Animal Control.

There is a night by-law officer seven days a week at this time of year.

They would prefer that Council is not involved as they are part of the Property Standards committee and would have to hear the appeal. It is in their own best interest to let JSS complete their work.

Emails are responded to within 24 hours.

Mr. Davis noted that the privacy of the complainant is protected unless the complainant must be called as a witness.

CAO Sylvia Kirkwood noted that there is a portal on the website for the public to submit their complaints.

Council thanked Mr. Fluney and Mr. Davis for their presentation.

## 12. Correspondence

### 12.1 Requiring Action

#### 12.1.1 Hawks Nest Competition Sponsorship Request

Council requested that a representative from the Hawks Nest be available to speak at a future Council meeting and the correspondence was received for information at this time.

### 12.2 For Information

Subsequent to further discussion, Council passed the following resolution:

#### **333-28-2022**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Hampton

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**

#### 12.2.1 OMAFRA - Ontario Wildlife Damage Compensation Program

12.2.2 Crime Stoppers of Grey Bruce

12.2.3 Saugeen Mobility and Regional Transit Minutes - September 30, 2022

12.2.4 Grey Sauble Conservation Authority Board Minutes - September 28, 2022

12.2.5 Saugeen Valley Conservation Authority Board Minutes - September 15, 2022

12.2.6 Ministry of Municipal Affairs and Housing - More Homes Built Faster

12.2.7 Grey Sauble Conservation Authority - Report Fee Policy

12.2.8 Paisley Rotary Club - Ash Tree Removal at Paisley Rotary Campground

12.2.9 Multi-Municipal Wind Turbine Working Group letter to new Councils

12.2.10 Tara Rotary Club - Pool Update

### **13. Staff Reports**

#### **13.1 CAO/Clerks**

13.1.1 SRCLK.2022.21 – 2023 Regularly Scheduled Council Meetings

Clerk, Christine Fraser-McDonald gave her information report to Council.

#### **13.2 Finance**

13.2.1 SRFIN.22.24 Financial Update, September 30, 2022

Treasurer Tracey Neifer provided Council with a Financial Update for their review.

13.2.2 SRFIN.22.25 Revised Operating and Capital Budget Timeline for 2023

Subsequent to further discussion, Council passed the following resolution:

**334-28-2022**

**Moved by:** Councillor Penner

**Seconded by:** Councillor Hampton

Be It Resolved that Council hereby,

1. Provides staff the authority to purchase goods or services required for the day-to-day operations of the Municipality,

without the prior approval of Council, until such time as the 2023 Operating and Capital Budget is approved by Council.

**Carried**

### **13.3 Public Works**

Public Works Manager noted that all positions are full for winter patrol.  
The back roads are being graded after the rainfall that was received.

### **13.4 Building/Bylaw**

13.4.1 SRCBO.22.04 – Quarterly Report - Building Permit Statistics from January to September 2022

The Chief Building Official discussed his information report with Council.

13.4.2 SRDPCLK.22.09 By-Law Enforcement and Animal Control Update

Deputy Clerk, Julie Hamilton, presented her report to Council.

**335-28-2022**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby,

1. Authorizes an additional one-year extension to the existing contract for continued bylaw enforcement services with James Special Services Inc.;
2. Directs Staff to continue to work with JSS to update and enhance municipal bylaw enforcement efforts
3. Direct Staff to issue a Request for Quote for a property maintenance and cleanup services contractor.

**Carried**

### **13.5 Facilities, Parks and Recreation**

13.5.1 SRREC.22.14 Arran-Elderslie Accessibility Projects

Facilities, Parks and Recreation Manager, Carly Steinhoff presented her report to Council.

**336-28-2022**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby,

1. Accept the proposal from Domm Construction to complete the Arran-Elderslie Municipal Office Lift project, in the amount of \$118,870.00 plus applicable taxes;
2. Accept the proposal from Domm Construction to complete the Elevator project at the Paisley Community Centre, in the amount of \$231,920.00 plus applicable taxes, and,
3. That Council, in accordance with Article 4.7 of the Procurement Policy, waives the requirement to proceed with an RFP.
4. That Council authorizes 2023 Pre-Budget Approval for an additional \$60,332.00 to be allocated to the costs for the Elevator/Lift Projects.

**Carried**

### **13.6 Emergency Services**

#### **13.6.1 SRFIRE.22.09 3rd Quarter Fire Report**

Fire Chief Steve Tiernan presented his report to Council.

### **13.7 Economic Development and Planning**

None.

### **14. Notice of Motion**

None.

### **15. Members Updates**

#### Shaw:

Deputy Mayor Shaw attended the Paisley Santa Claus Parade and will be attending Clean Water Training in Walkerton. Also attended a meeting regarding the Paisley Bridge detour.

#### Hampton:

Councillor Hampton had nothing to report.

#### Hampton:

Councillor Dudgeon was absent.

#### Steinacker:



Councillor Steinacker was absent.

Penner:

Councillor Penner attended the Paisley Santa Claus Parade and will be attending Clean Water Training in Walkerton. She also attended a meeting regarding the Paisley Bridge detour.

Nickason:

Councillor Nickason noted that there is a BASRW meeting on December 8, 2022.

Hammell:

Mayor Hammell thanked staff for their work for the Inaugural Meeting on November 15, 2022. He attended a Chesley Agricultural Society meeting, attended Council training on November 21st and 22nd. He also attended Bruce County Council training on November 24th. There was an update from the Hospital and CAO Michael Barrett will not be renewing his contract. Everything is on schedule to open the ER on December 5th. He attended the Paisley Santa Claus Parade and then attended the Paisley Firefighters Service Awards.

## 16. New Business

### 16.1 Committee Appointments

Subsequent to further discussion, Council passed the following resolution:

**337-28-2022**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Nickason

Be it resolved that the following members of Council be appointed to the following advisory committees, groups and boards for the 2022 - 2026 term of Council or until a successor is appointed:

Grey Sauble Conservation Authority - Deputy Mayor Shaw

Saugeen Valley Conservation Authority - Councillor Penner

Chesley and Area Joint Fire Board - Councillor Hampton, Councillor Dudgeon

Saugeen Mobility and Regional Transit - Deputy Mayor Shaw

Bruce Area Solid Waste Recycling - Councillor Nickason

Multi-Municipal Wind Turbine Working Group - Councillor Dudgeon, Citizen Member Mark Davis, Councillor Nickason

Physician Recruitment and Retention Committee - Councillor Hampton, Councillor Penner

Paisley Firehall Subcommittee - Councillor Penner, Mayor Hammell,  
Deputy Mayor Shaw

Paisley Teeswater Bridge Project Working Group - Councillor Penner,  
Deputy Mayor Shaw

**Carried**

## **16.2 Paisley Temporary Bridge - Proposed Restrictions**

CAO Sylvia Kirkwood noted that

Subsequent to further discussion, Council passed the following resolution:

**338-28-2022**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Penner

Whereas, the County of Bruce and the Municipality of Arran-Elderslie were supportive of the need to replace the former Teeswater Bridge in Paisley;

Whereas, in August, 2022 the Teeswater Bridge was removed and a temporary detour route was established and a replacement bridge was erected between Goldie Street and Church Street (between the Paisley Firehall and the Paisley Community Centre);

Whereas, the temporary detour replacement bridge is to be in place until fall of 2023;

Whereas, that due to the configuration of the approach ramps to the temporary bridge and the tight turning radius for large transport trucks which appears to be difficult to navigate and even more so when there are other vehicles in the oncoming lane;

Whereas, a number of large transport trucks continually hit and damage pylons and a number of accidents where jersey barriers and hydro poles have been hit and damaged;

Whereas, in particular on November 18, 2022 a large transport truck hit a hydro pole on Church Street/Queen Street;

Whereas, the accident resulted in severe impacts to the Community with the closure of the bridge to north and south bound traffic and a period of hydro outage;

Whereas, not only were the public and residents inconvenienced, businesses were economically impacted with loss of business revenue;

Whereas, the Council of the Municipality of Arran-Elderslie acknowledges the negative impacts and request that the County of Bruce, OPP and Arran-Elderslie staff look at opportunities to reduce speeding, adequate

signage, restrict vehicles due to size, weight or length and/or improvements to the temporary route to reduce future damage and road closures;

Whereas, and further the Council of the Municipality of Arran-Elderslie request municipal staff to review the opportunities for the establishment of a community safety zone, reduction in speed limits, adequate signage, vehicle size, weight and/or length restrictions and any other improvements that may avoid future impacts; and

Now therefore, be it resolved that a copy of this motion be sent to County of Bruce, and the OPP and a report be brought back to Council with the findings of this review.

**Carried**

### **16.3 Petition re: Speeding on 4th Street SE, Chesley**

A petition was received by the Municipality regarding speeding on 4th Street SE in Chesley.

There are 19 residents from that street that signed the petition.

There was a previous report completed in 2018 regarding this street.

Works Manager Scott McLeod provided information for Council with data from the street.

Council requested that the "black cat" be placed on the street to detect speeding.

### **16.4 Chesley Kinsmen - Chesley Playground**

**339-28-2022**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Penner

Be it resolved that the Council of the Municipality of Arran-Elderslie hereby,

1. Issue an Request for Proposal (RFP) for the purchase of AODA compliant replacement playground equipment for Chesley Riverside Park, to the maximum amount of \$91,000, inclusive of HST, in accordance with the Municipality's Procurement Policy, and the Chesley Kinsmen shall participate as part of the selection committee to award the RFP; and
2. Further that, the Municipality of Arran-Elderslie upon awarding of an RFP agree to the following:

2.1 Staff be directed to enter into an interest-free loan agreement with the Chesley Kinsmen, for a net expense of \$82,830.56, being total project cost net of HST rebates.

2.2 The loan agreement shall be in accordance with Section 7 of the Grant and Donation Policy, which provides for community projects and consideration to an interest-free loan with annual repayments over 10-year term.

**Tabled**

**17. By-laws**

None.

**18. Closed Session (If Required)**

Council passed the following resolution:

**340-28-2022**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Hampton

Be It Resolved That 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;
- ( ) a proposed or pending acquisition or disposition of land by the municipality or local board;
- ( ) labour relations or employee negotiations;
- ( ) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (X) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Litigation update with Andrew Loucks
- ( ) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- ( ) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- ( ) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive

position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

( ) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

( ) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Staff authorized to Remain:

CAO Sylvia Kirkwood, Clerk Christine Fraser-McDonald and Municipal Solicitor Andrew Loucks

**18.1 Advice that is subject to solicitor-client privilege, including communications necessary for that purpose; Litigation Update with Andrew Loucks**

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

Mayor Hammell noted that a closed meeting was held. The one item considered was a litigation update from Municipal Solicitor Andrew Loucks. There is nothing further to report.

Subsequent to further discussion, Council passed the following resolution:

**341-28-2022**

**Moved by:** Deputy Mayor Shaw

**Seconded by:** Councillor Penner

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 2:05 p.m.

**Carried**

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

Direction was given to staff and the Municipal Solicitor.

**21. Adoption of Closed Session Minutes**

None.

**22. Confirming By-law**

**22.1 64-2022 - Confirming By-law**

Subsequent to further discussion, Council passed the following resolution:

**342-28-2022****Moved by:** Councillor Nickason**Seconded by:** Councillor Penner

Be It Resolved that By-law No. 64-2022 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 64-2022 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, November 28, 2022.

**Carried****23. Adjournment**

Subsequent to further discussion, Council passed the following resolution:

**342-28-2022****Moved by:** Councillor Hampton**Seconded by:** Deputy Mayor Shaw

Be It Resolved that the meeting be adjourned to the call of the Mayor at 2:10 p.m.

**24. List of Upcoming Council meetings**


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 Steve Hammell, Mayor

---

 Christine Fraser-McDonald, Clerk



15



Henry Ford - ***"Coming together is the beginning. Keeping together is progress. Working together is success"***







**There are more than 192 private P&C insurers actively competing in Canada to sell insurance policies on homes, cars and businesses.**

17

**Top 20 private P&C insurers by direct written premiums 2019**

1. Intact Group 15.08%
2. Desjardins Group 8.50%
3. Aviva Group 8.35%
4. The Co-operators Group 5.76%
5. Wawanesa Mutual Insurance Co. 5.69%
6. Lloyd's Underwriters 5.45%
7. TD Insurance Group 5.42%
8. RSA Group 4.81%
9. Economical Group 3.86%
10. Northbridge Group 3.08%
11. Allstate Group 3.00%
12. Travelers Group 2.69%
13. CAA Group 2.13%
14. AIG Insurance Co. of Canada 1.95%
15. La Capitale Group 1.84%
16. Chubb Group 1.76%
17. Groupe Promutuel 1.33%
18. Zurich Insurance Co. Ltd. 1.18%
19. Genworth Financial Mortgage Insurance Co. 1.08%
20. Allianz Global Risks U.S. Insurance Co. 0.99%

**Top 20  
represent  
83.95% of  
market share**



IBC  BAC | Insurance Bureau of Canada  
Bureau d'Assurance du Canada

2020 Facts  
of the Property and Casualty Insurance  
Industry in Canada

**Sources: IBC, MSA**

# Your Property Insurance Policy includes Fire Department Service Charges!

## (ix) Fire Department Service Charges

Key language in this contract:

**“25,000.00 dollar limit...  
liability of the Insured  
assumed by contract or  
agreement prior to the loss”**

# Your Property Insurance Policy includes Fire Department Service Charges!

## 5. Fire Department Charges

The Company agrees to indemnify the insured up to \$1000. for charges for which the insured is legally responsible, if the

Key language in this contract:

**“\$1,000.00 limit...for charges for which the insured is legally responsible”**





# **What is Indemnification Technology ®?**

# Legal Definition

1,478,801. 2010/04/28. Fire Marque Inc., c/o 15th Floor, Bankers Court, 850-2nd Street SW, Calgary, ALBERTA T2P 0R8

**Representative**  
FRASER MILNE  
1420, OTTAWA,

**INDEMN**

**SERVICES:** Fire and property insurance billing opportunities for insurance companies with respect to insured perils as early as March 2010.

**SERVICES:** Protection d'incendie, collecte de données de police d'assurance

facturation pour le compte des services d'incendie par la facturation aux sociétés d'assurances des coûts de surveillance des services d'incendie en ce qui a trait aux risques couverts. **Employée au CANADA depuis au moins aussi tôt que le 22 mars 2010 en liaison avec les services.**

Fire department incident reporting, data collection and property insurance policy wording interpretation

**to maximize billing opportunities on behalf of fire departments by invoicing insurance companies**

for costs of fire department attendance with respect to insured perils.



Office de la propriété  
Intellectuelle  
du Canada  
Un organisme  
d'Industrie Canada

Canadian  
Intellectual Property  
Office  
An Agency of  
Industry Canada

Número d'enregistrement  
Registration Number  
TMA792,198  
Número de dossier  
File Number  
1478801

*Signature*


Date d'enregistrement  
Registration Date  
7 mars/Mar 2011

Canada

Registraire des marques de commerce  
Registrar of Trade-marks  
(CIPQ 198)11-10

OPIC  CIPQ



A firefighter's helmet and breathing apparatus are shown in the foreground, slightly out of focus. In the background, a bright orange and yellow flame is visible, suggesting a fire scene. The text is overlaid on this image.

# **How Does Fire Marque's Indemnification Technology® Program Work?**

# New Stand Alone By-law to Authorize Cost Recovery Specific to Fire Department Response

## THE CORPORATION OF THE BY-LAW No.

### BEING A BY-LAW TO AUTHORIZE COST RECOVERY (FEES) WITH RESPECT TO FIRE DEPARTMENT SPECIFIC RESPONSE

**WHEREAS** pursuant to section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time (the “Municipal Act”), the powers of a municipality are to be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considered appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** pursuant to section 391 of the Municipal Act, a municipality may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

**AND WHEREAS** pursuant to section 398 of the Municipal Act, fees and charges imposed by a municipality on a person constitute a debt of the person to the municipality;

**AND WHEREAS** Council of the \_\_\_\_\_ deems it expedient to pass a by-law to impose fees on persons to recover the costs of fire department responses;

**NOW THEREFORE** the Council of the \_\_\_\_\_ hereby enacts as follows:

# Why is a by-law required?

## Because Insurance Policy Wordings Require It!

Allstate – Elite Homeowner Wordings

### Are the Municipalities' By-Laws enforceable?

**Yes.** The Insurance Bureau of Canada's (IBC), Director of Media and Digital Communications, Steve Kee forwarded the following response from the IBC's Consumer Information Centre staff to Eric Lai at Wheels.ca ***"I can tell you from experience that these By-Laws are enforceable. I tried the argument that fire departments operating expenses are paid for by my taxes but to no avail. If there is a claim covered by an insured peril, then the Fire Department charges are covered up to a specific limit."***



# Why is the by-law required to make the cost recovery charges a legal DEBT to the municipality?

## Because some Insurers require it!

From: [REDACTED]@wawanesa.com>

Sent: February 28, 2020 4:40 PM

To: [cbanting-wrobel@firemarque.com](mailto:cbanting-wrobel@firemarque.com)

Subject: FW: Claim [REDACTED]

Hi Cherrie.

We are unable to pay your company for fire department charges. If the Municipality puts the fire dept charges on our insured's tax roll and bills the insured directly, that would initiate coverage under the policy.

[REDACTED] | Inside Claims Representative Sr.

The Wawanesa Mutual Insurance Company 107-4th Street, Box 40, Wawanesa, Manitoba, R0K 2G0

Toll Free: 1-844-929-2637 [REDACTED] | Fax: 204-824-2140 |

Email: [REDACTED]@wawanesa.com



Earning Your Trust Since 1896

# The Process for the New Cost Recovery Program

1.

## Fire Dept.

- Sends already completed Standard Incident Reports (SIR)

2.

## Fire Marque

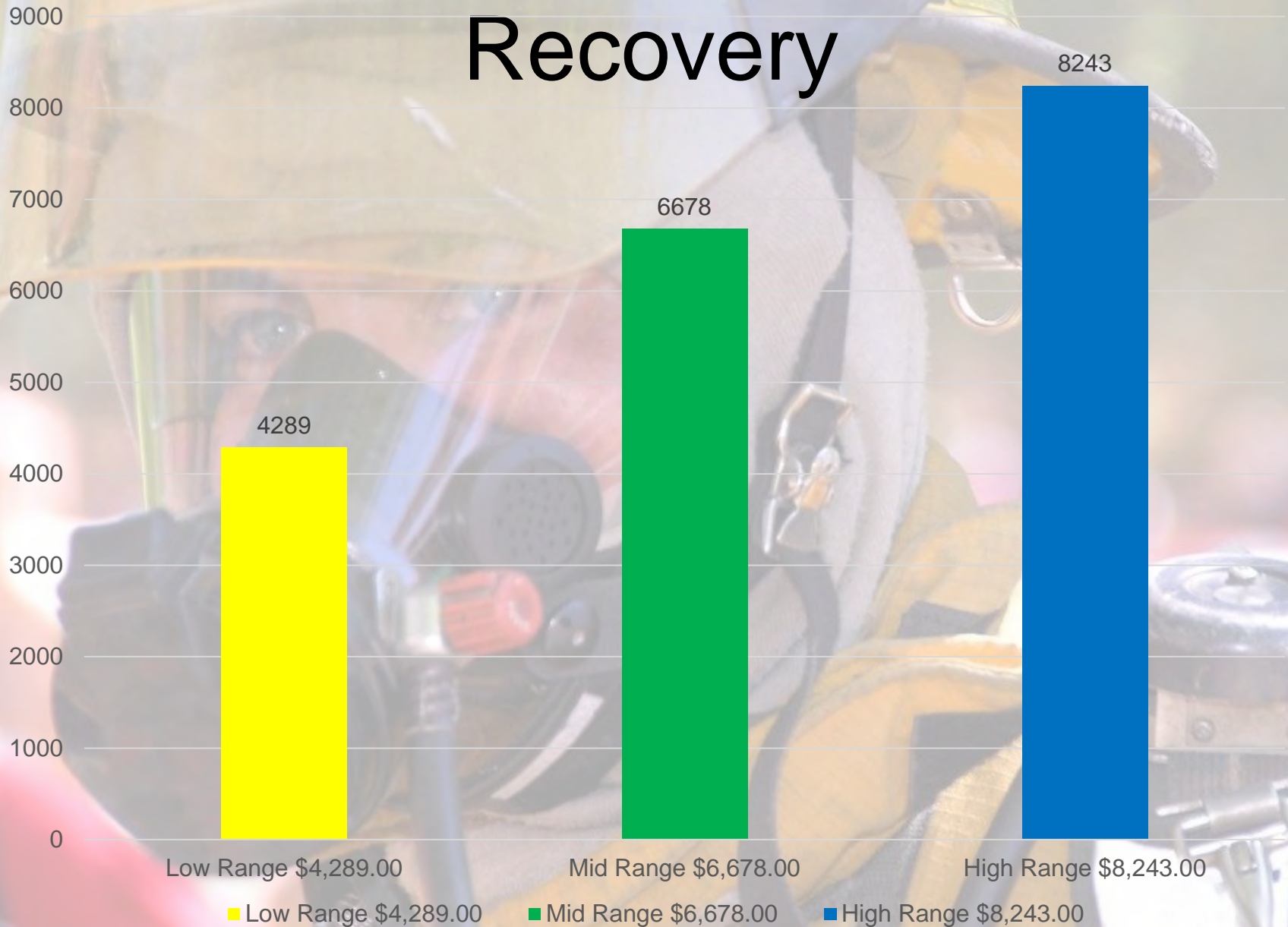
- Reviews
- Indemnity
- Stats
- Subrogation
- Trust Acct.

3.

## Fire Department

- Allocates funds

# New Fire Response Cost Recovery





# Revenues Stay Within the Fire Budget in 3 Areas!

## Public Education!





# Revenues Stay Within the Fire Budget in 3 Areas!

## Personnel Training!





# Revenues Stay Within the Fire Budget in 3 Areas!

## Capital Purchases!



# The Municipal Act and User Fees

**Section XII Sub-section 394 (1)** Restriction, fees and charges-No fee or charge by-law **shall** impose a fee or charge that is based on, is in respect of or is computed by reference to,

A) The income of a person, however it is earned or received, **except that a municipality or local board may exempt, in whole or in part, any class of person from all or part of a fee or charge on the basis of inability to pay;**

**Legislatures have reversed the way in which cities exercise their jurisdiction:**

Under the old scheme, any bylaw or resolution had to be expressly allowed by the governing statute.

With the **natural person powers**, councils are no longer restricted to the words of the statute, but **are allowed to do what logically flows** from the general powers granted by the Act (except where to do so would conflict with the express wording of the statute).



# Insurance Rates will not go up as a result of the Fire Marque Program

- ☑ **Lloyds of London Warns of More Pain after Rate Squeezes – March 30<sup>th</sup> 2017** “extremely challenging markets because of plunging insurance rates”...”The pressure on premium rates is extraordinarily tough.”
- ☑ **Cottage Country Now.ca** Town of Huntsville is considering a way to make insurance companies pick up part of the bill for fire **response...Coun. Tim Withey, who is an insurance broker**, said **homeowners’ insurance rates would not go up** because insurance companies incorporate such costs into their policies.
- ☑ **Insurance companies have been calculating premiums to include charges for Fire Department services even though they haven’t had to pay out on the coverage. Fire Marque recovers these funds.**
- ☑ **Property insurance is very different that auto insurance.**





# Insurance Rates will not go up as a result of the Fire Marque Program

## ☑ Property insurance underwrites the building and contents. Buildings

For example, if you're away for more than 4 days in a row when it's cold outside, your home insurance may not cover damage to your home as a result of your pipes freezing.

### How your insurance company calculates your premiums

Premiums are the amount you pay to buy insurance.

When determining how much you'll need to pay for premiums, insurance companies may consider factors such as:

- the type of residence you live in, such as a single family home, semi-detached, condo, rental property, or seasonal residence
- characteristics of your residence, such as materials your house is made of, age, size, location, replacement value
- value of your property and contents to be insured
- the distance between your home and a fire hydrant or a fire station
- the crime rate in your neighborhood
- your claims history
- the type of policy and coverage you selected
- the amount of your deductible

A deductible is the amount of your claim that you agree to pay before your insurance company pays the rest.

finished and filled with expensive electronic equipment.

- Garages used to be for our cars, now hold “stuff”!




# Example of a Property Insurance Comprehensive Policy Premium is \$1,510.00

## Coverage Summary

■ Building \$382,100.00

Identified Premiums including extended water coverage for \$120.00 and home business package for \$300.00 totals \$1,485.00 or 98.3% of the total premium.



■ Personal Property Replacement  
Cost \$382,100.00

## **Remainder of Premium (\$1,510.00) is \$25.00**

Remaining Premium Total is \$25.00. As a ratio the Fire Department Coverage is insignificant within the additional coverages in the policy. No adverse effect will occur to the policy holder by accessing the Fire Dept. Expense coverage within the Insurance Policy.

“The price for premiums is based, in part, on an insurer’s best estimate of the amount it will be required to pay out in claims on the policies it wrote in any given year. Insurers pool the premiums of their many policyholders to cover the losses claimed by the few in that year.

Along with covering claim costs, premiums are calculated to cover taxes, operating expenses and expected profits.”



## Remainder of Premium (\$1,510.00) is \$25.00

### Coverage Summary

■ By-law (Fire) \$2,000.00

Our research indicates the Fire Department Expense coverage premium is between \$1.90 to \$3.40 per thousand dollars of coverage.

■ Legal Liability \$1,000,000.00

So to be perfectly clear the \$2,000.00 coverage in this policy is consistent with our position; it cost the policy holder \$3.80 to \$6.80 or 0.27% to 0.45% of the total premium cost.

# **If Property Owners pay taxes, which include Fire Department Services, why should the Fire Department charge fees?**

The Indemnification Technology® program is not a typical fee. It is a cost recovery mechanism to comply with insurance policy language.

Just as property owners have paid taxes for fire services, they have also bought and paid for fire service expense coverage in their property insurance policies.

By requesting insurance companies pay those expenses, the insurance companies are being asked to honour the contractual agreement of the policy they issued.





# Why do we need Fire Marque to do it-- can't we just do it ourselves?

“Fire Marque Incorporated has the **knowledge, staff and infrastructure** to perform cost recovery from insurance companies through an agency agreement. They are former insurance professionals who are experienced in insurance policy wording interpretation, data collection, policy review with respect to insured perils, invoicing and recordkeeping.”

- **Town of Bradford West Gwillimbury Staff Report, October 2<sup>nd</sup> 2012**

“Council could consider submitting claims and collecting funds using City Staff. This alternative is also **NOT recommended** as the **City does not have the staff resources and expertise necessary for the submission of the claims and the follow-up required with various insurance companies.**”

- **City of North Bay Staff Report, July 18<sup>th</sup> 2013**



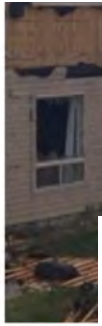
# Why do we need Fire Marque to do it-- can't we just do it ourselves?

Angus Tornado in Essa Township June 2014



103 separate property incidents/claims

41 different insurance companies, 103 insurance adjusters working on the various claims



Fire Marque's Technical Team received the files 11 months after the incident. Our Team took an additional 10 months to recover the Fire Department Expenses for Essa Township and 4 responding neighbouring Departments.

On June 14<sup>th</sup> 2014, disaster struck in our municipality in the form of an F2 tornado. With Fire Marque's Indemnification Technology® the expenses for the Fire Department's emergency services were recovered.

Based on our success, I have no hesitation in recommending the Fire Marque Program.

Sincerely,

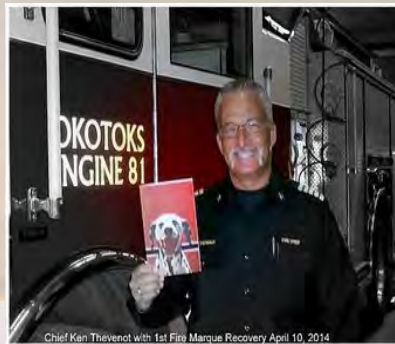
Terry Dowdall  
Mayor





# Why Fire Marque?

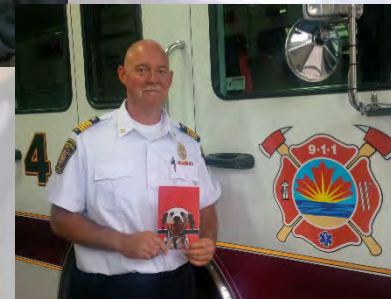
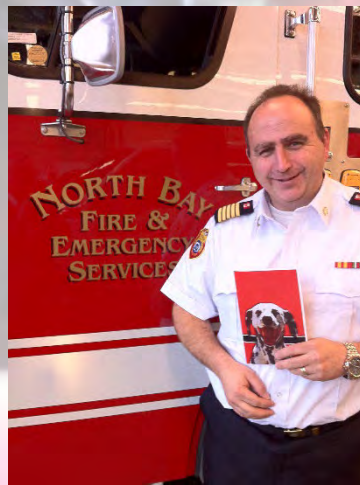
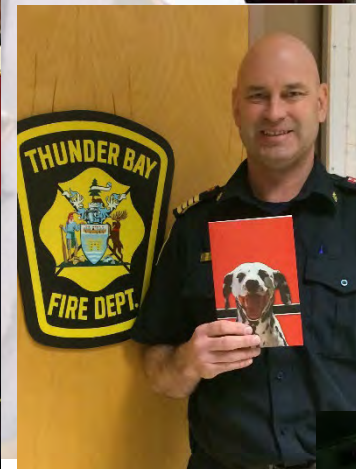
Experts in INDEMNIFICATION TECHNOLOGY®



Brad Patton @CWFireChief 16 Jun 2014  
P3 CW Fire received a cheque for almost \$20,000 from Fire Marque to cover our cost to extinguish a structure fire.



[View photo](#)







**Questions,  
comments,  
concerns?**





[www.firemarque.com](http://www.firemarque.com)

1-855-424-5991

[chris@firemarque.com](mailto:chris@firemarque.com)

1-705-888-7230





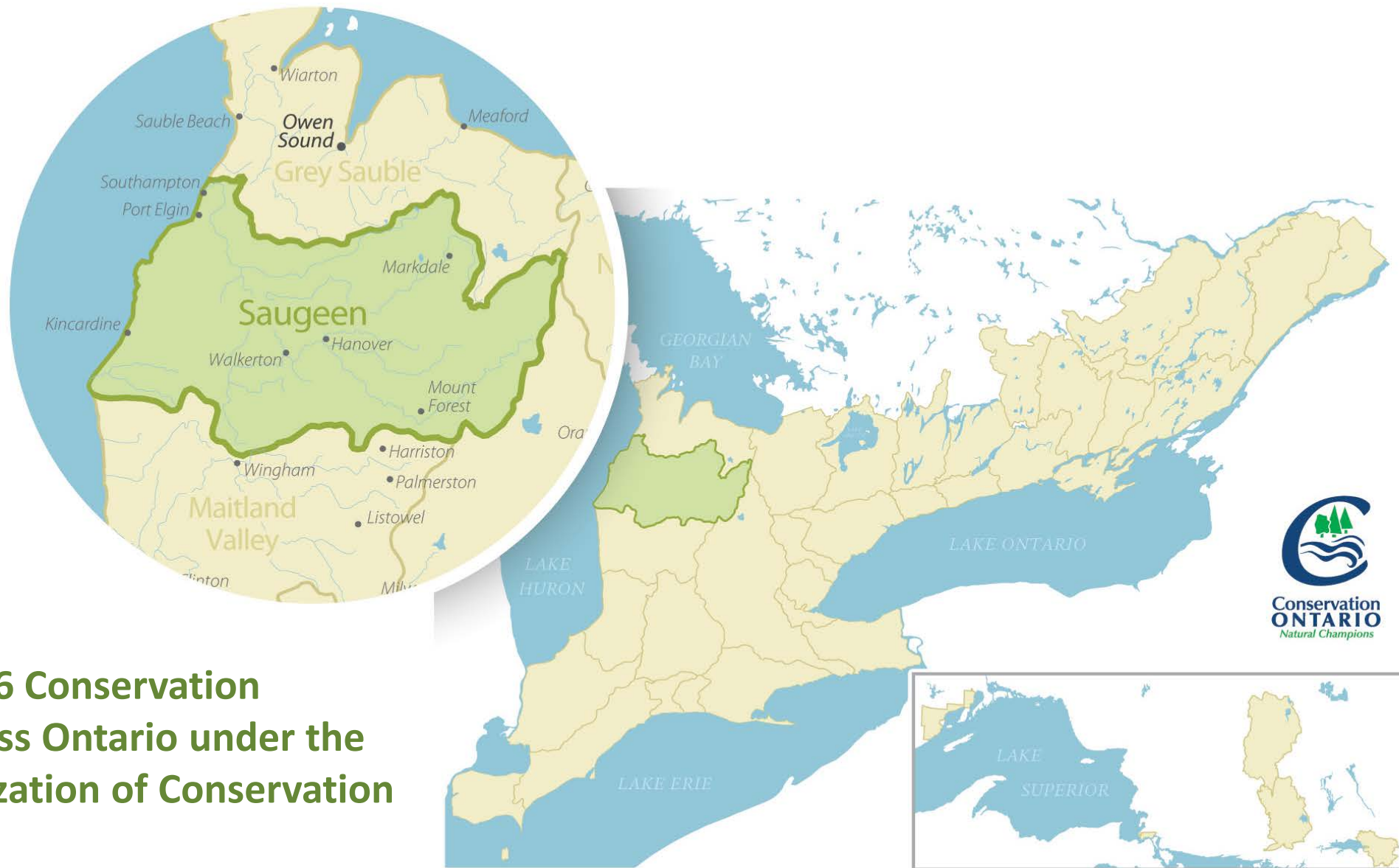
Saugeen Valley Conservation Authority

# Programs and Services

Jennifer Stephens

General Manager/Secretary-Treasurer

December 12<sup>th</sup>, 2022



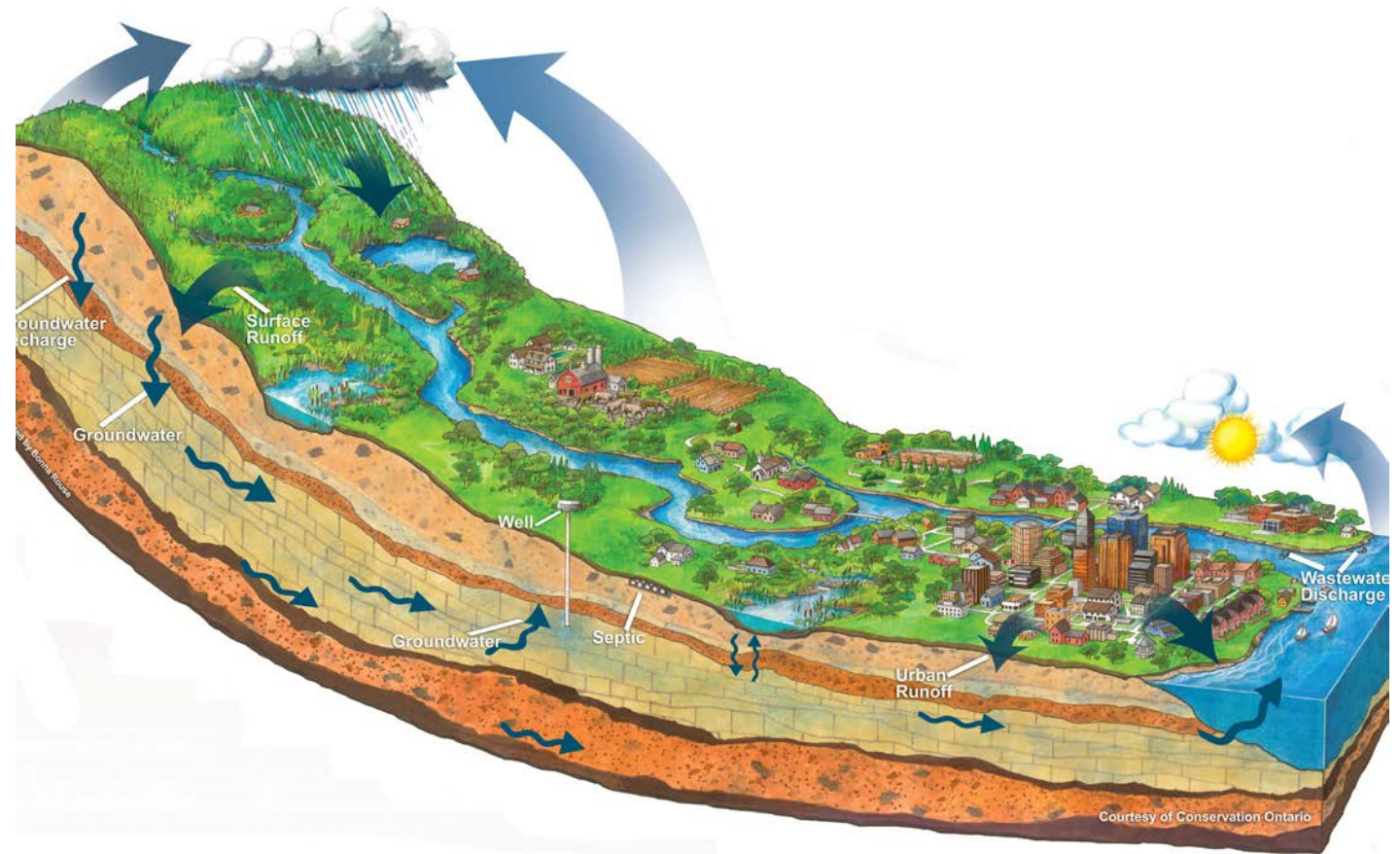
**We are one of 36 Conservation Authorities across Ontario under the umbrella organization of Conservation Ontario.**



# What is a Watershed?

## Water flows Downstream...

- A watershed is simply a catchment area.
- When rain falls, it either infiltrates, evaporates, or runs off.
- What happens on your property might affect your neighbours and vice-versa.



# Ontario's Conservation Authorities

- 36 Conservation Authorities throughout Ontario
- Complete ~32,000 Planning and Permit Reviews Annually
- Manage over \$3.8-Billion worth of flood control and prevention infrastructure
- Protect lives and Prevent more than \$150-million per year in flood damages and disruption
- Work with landowners to plant over 1.3-M trees annually
- Offer 3,500 km worth of trail for people to enjoy, hosting almost 10-M visitors annually
- Second largest landowner in Ontario (collectively)

# Flood and Erosion Control Prevention



## Non-Structural Approaches

### Keeping people away from water

- Regulation of development in floodplains
- Flood forecasting and warning
- Water infrastructure maintenance and inspection
- Emergency planning



## Structural Approaches

### Keeping water away from people

- Dams – to control flow of frazil ice and water
- Dykes – to restrict flows to the proper channel
- Channel works – to protect slopes from erosion



# Flood Warning Program

1. To relay routine information concerning watershed river conditions to selected agencies and municipal officials.
2. To provide rapid, advance warning and technical support to concerned officials and to citizens whose lives and properties may be endangered by floodwaters.

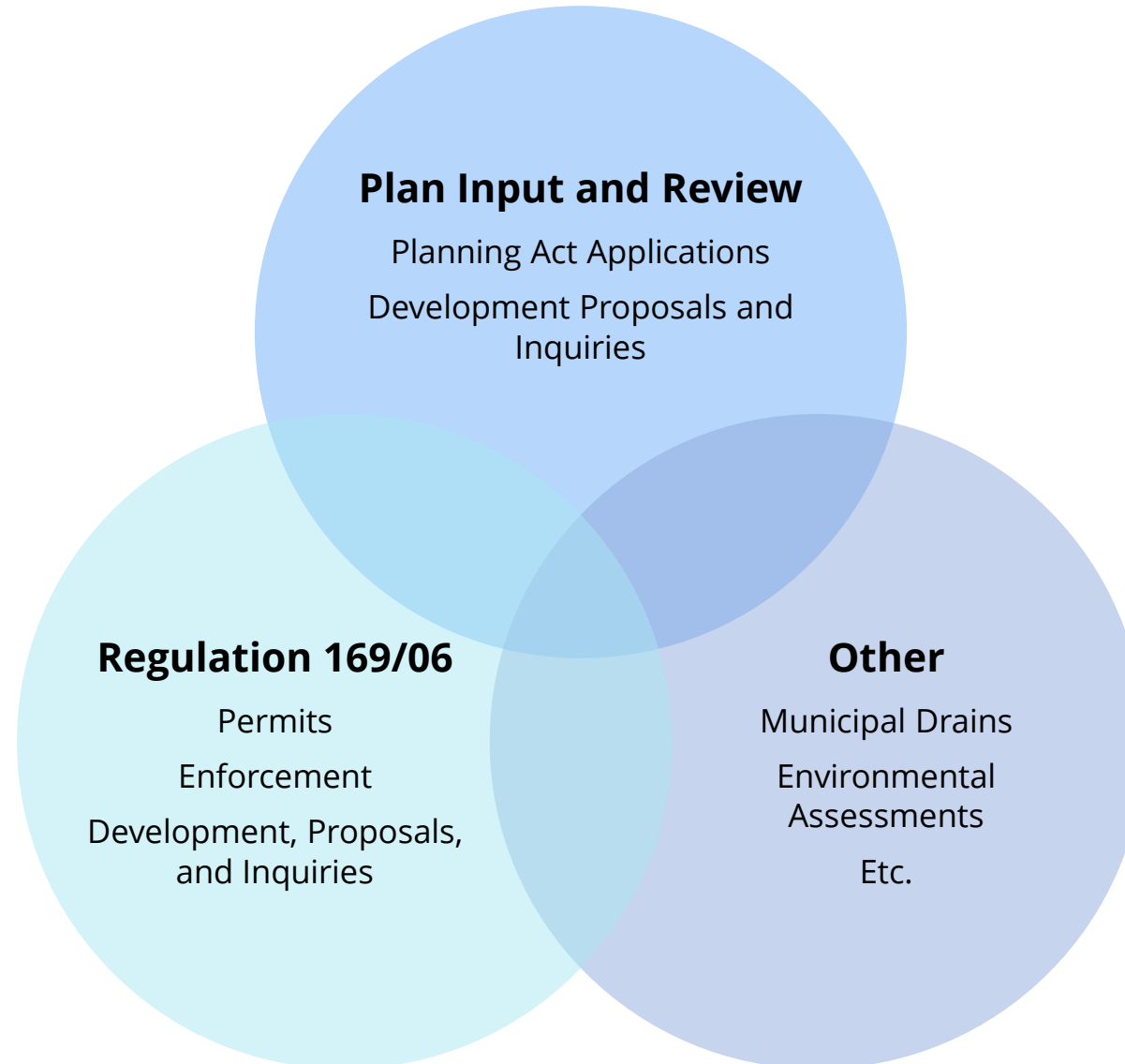




# Flood Warning Messages

Normal	Green	
Statement	Yellow	<p><b>Watershed Conditions Statements / Water Safety</b> are issued when general watershed conditions suggest high runoff potential that could lead to flooding and to remind the public that rivers, streams, and ponds may be unsafe for recreational or other activities.</p> <p>High flows, unsafe banks, melting ice or other factors that may result in watercourses being too dangerous for recreational users or the general public.</p>
Flood Watch	Orange	<b>Flood Watch</b> messages are issued when the potential for generalized flooding exists throughout the watershed or identified for specific municipalities.
Warning	Red	<b>Flood Warning</b> messages are issued when flooding is occurring or about to occur. It typically applies to a specific area of the watershed.

# Environmental Planning and Regulations



# Provincially Delegated Responsibility

All CAs have been delegated responsibility under the Provincial One Window Planning System for Natural Hazard management.

As outlined in a CO/MNRF/MMAH Memorandum of Understanding (MOU) CAs have been delegated responsibilities from the MNRF to represent **provincial interests** regarding natural hazards encompassed by Section 3.1 of the Provincial Policy Statement (PPS).

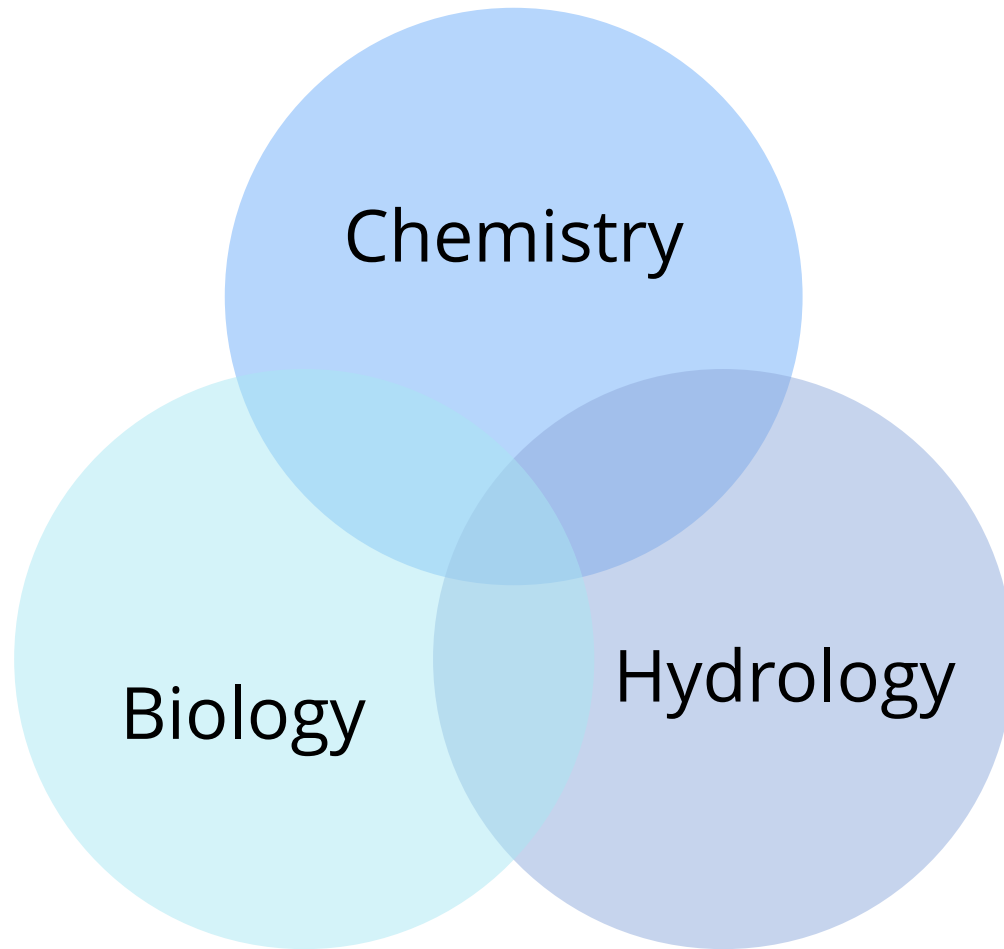
These delegated responsibilities require SVCA to review and provide comments on municipal policy documents (Official Plans and comprehensive zoning by-laws) and development applications.

SVCA's purpose is to ensure municipal policy documents and development applications are consistent with the natural hazard policies of the PPS.



Hurricane Hazel, Toronto 1954

# Water Quality Program - Objectives



To establish baseline water quality data;  
To observe trends; and  
To assess the effectiveness of watershed programs.

# Surface Water Monitoring

SVCA takes surface water samples at 29 different stations in an effort to understand the watershed.





# Biomonitoring

SVCA samples sediments for insect larvae. Different species have different pollution tolerances.





# Groundwater Monitoring

SVCA performs level and maintenance checks quarterly. Well pump and samples are taken every fall.

There are 23 aquifers accessed at 14 sites.





# Forestry

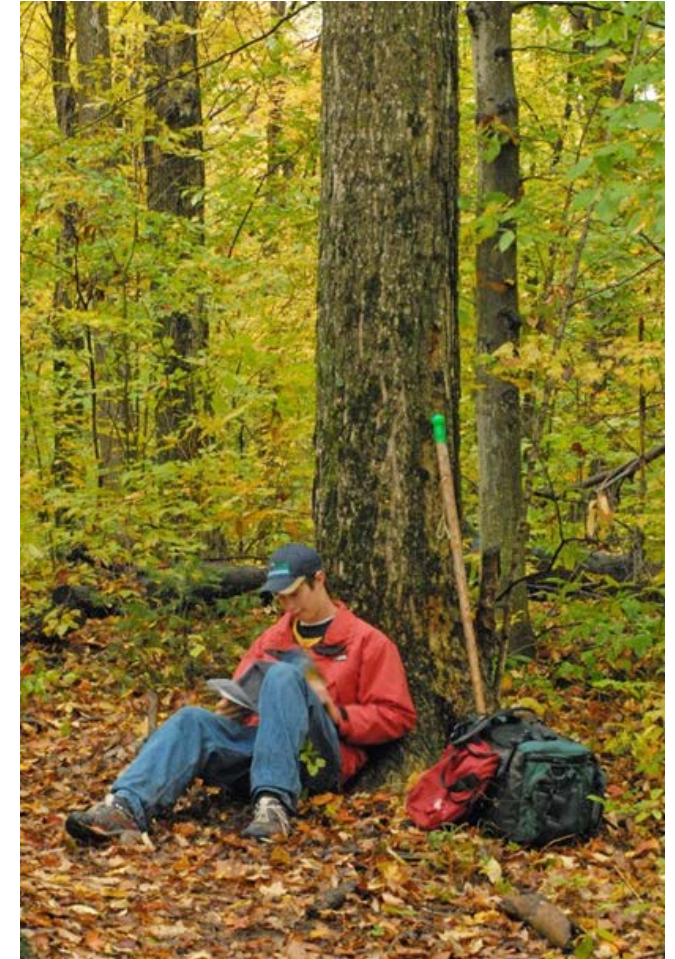
- Tree Planting Program
- Managed Forest Tax Incentive Program applications for Authority properties and private landowners
- Tree Marking and Tendering Program
- Maintenance and improvement projects related to Authority forested properties (8,000ha)



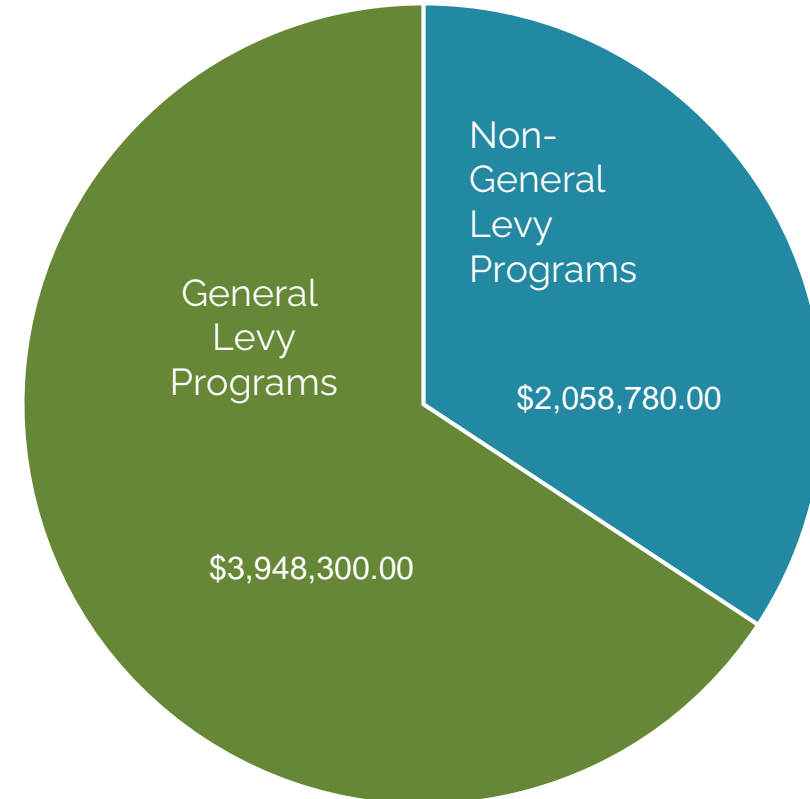


# Land Conservation

Planning and design of maintenance or improvement projects related to Authority properties and structures.



# 2023 Budget



Total: \$6,007,080

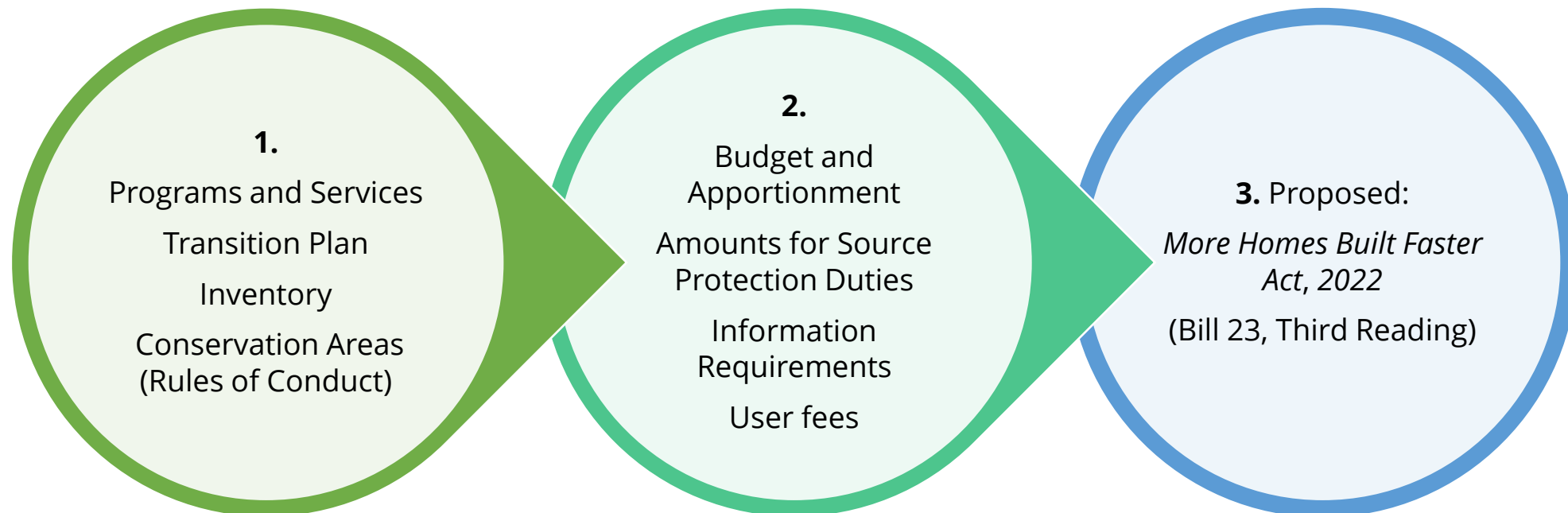


# Municipality of Arran-Elderslie

2023 General Levy	Approximate 1% of Municipal Tax Levy	Municipal Levy Impact
\$ 51,937	\$55,000	0.076%

# Conservation Authorities Act

## Overview of Related Changes and Proposals from 2021 Onwards



# Programs and Services



**Category 1:** Mandatory programs and services

**Category 2:** Programs and services a conservation authority does on behalf of municipalities

**Category 3:** Programs and services that a conservation authority determines are advisable to provide in its jurisdiction

Agreements between municipalities and conservation authorities for Category 2 and 3 Programs and Services must be in place by January 1, 2024.



**Thank you!**



# **Presentation to the Municipality of Arran-Elderslie**

## **Battery Energy Storage System (BESS)**

**to participate in the IESO RFP for  
the Procurement of Expedited Long-Term  
Electricity Reliability Services  
("E-LT1 RFP")**

**Solar Flow-Through Funds**

**December 2022**



# Why are we here today?



# Ontario Faces Growing Electricity Supply Gap

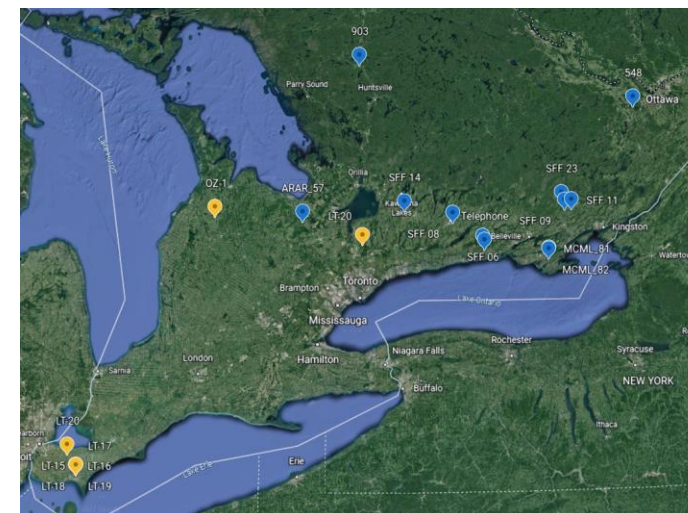
- Ontario is in an emerging electricity system needs, driven by increasing demand, the retirement of the Pickering nuclear plant, the refurbishment of other nuclear generating units, as well as expiring contracts for existing facilities.
- Ontario's Independent Electricity System Operator (IESO, governed by a government appointed Board) has initiated a robust competitive processes that focus on cost-effective reliability, while more effectively balancing ratepayer and supplier risk in this changing environment to address these needs in a timely, cost-effective and flexible manner.
  - IESO's Long-Term RFP (**LT1 RFP**) will acquire **2,500 MW** of electricity reliability services to meet system reliability needs starting in 2027 or earlier.
  - A complimentary Expedited Long-Term RFP (**E-LT1 RFP**) is to acquire **1,500 MW** of electricity capacity services to deliver a continuous amount of Electricity to your grid for at least four (4) consecutive hours starting in 2025.

**BUSINESS**  
**RBC fears energy shortage ahead in Canada — and as early as 2026 in Ontario**  
 Troubles seen coming quicker to Ontario as bank urges infrastructure improvements.  
 By Danielle Bochove Bloomberg  
 Tue., Sept. 20, 2022 @ 2 min. read

## Ontario confirms 1.5 GW-plus tender for battery storage

The Canadian province of Ontario will include a big slice of energy storage capacity as it plans its near-term grid requirements.

OCTOBER 12, 2022 **MAX HALL**







# Solar Flow-Through Fund – Project Proponent

- Solar Flow-Through Funds (SFF), based in Vancouver and Toronto, is a solar energy investment and development limited partnership and is a leading supplier of renewable energy in Canada. SFF partners with municipalities, communities, and First Nations to the benefit of local economies while reducing green house gas emission.
- The Fund's portfolio is comprised of 70 solar photovoltaic generation projects in Ontario totaling 28.8 MW DC as outlined in the below table.
- Solar Flow-Through Fund was qualified through IESO's RFQ process to invest in 20 BESS strategically located in 11 municipalities. Your municipal support will empower us to gain a 22-year IESO E-LT1 Reliability Services Contract.
  - Bidders must submit projects to the IESO for expedited assessment by January 24, 2023.







# Solar Flow-Through Fund – Team

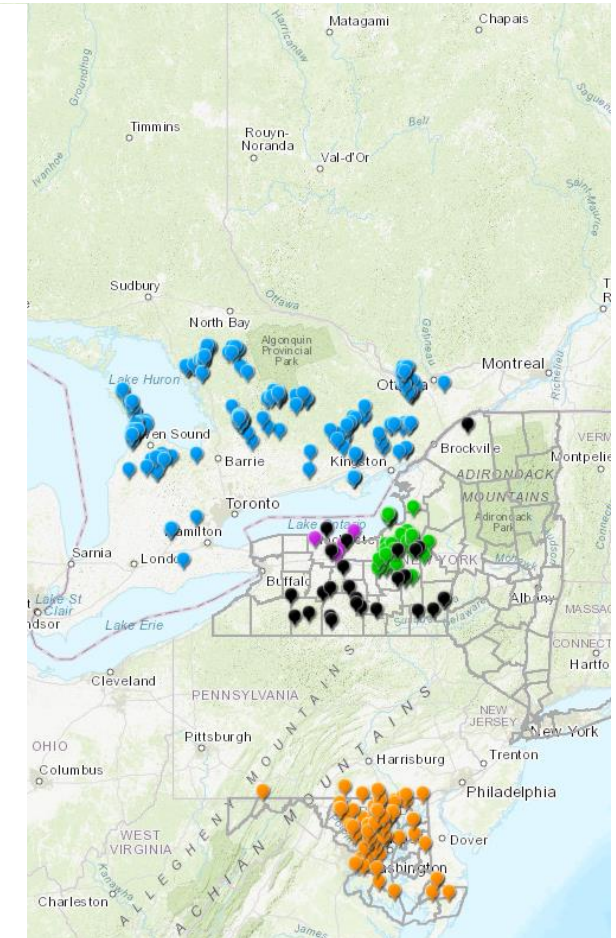
- **Matt Wayrynen, CEO:** Mr. Wayrynen provides experience in resource company management, venture capital, startup financing, and mergers and acquisitions. He has also been involved in the evaluation of investment opportunities in solar projects in Canada and abroad. He was formerly active in the real estate industry. In addition, he was a licensed securities professional for over 10 years. Currently, he is also a director of several publicly-listed resource companies.
- **Frederick Jung, CFO:** Mr. Jung is a seasoned finance executive with extensive experience in delivering financial leadership for small to large publicly-listed companies across multiple industries. He directed and oversaw all aspects of international finance and accounting function. He received a Bachelor of Commerce with Honours from the University of British Columbia and holds both the Chartered Professional Accountant and Chartered Financial Analyst designations.
- **John C. Kozak, COO:** Mr. Kozak is a proven senior executive who excels in corporate finance and strategic planning with extensive experience in Capital Markets and Software. Mr. Kozak provided access to capital for nearly 40 companies. Mr. Kozak has contributed at the Board of Directors level for over twenty years in both publicly traded and private companies. He has also worked throughout North America, Europe, China and Australia.
- **Franklin Wong, VP of Operations:** Mr. Wong is a senior business development executive with over thirty years' experience in the telecommunications and computer industries. He specializes in business development, alliances, mergers and acquisitions in the high technology and telecommunications industries.



# Abundant Solar Energy Inc. – Proponent's Agent & Developer

- **Abundant** was founded in 2013, is a leading renewable energy asset developer, that enable the proliferation of renewable and clean energy in the peruse of Net Zero carbon emission reduction.
- **Abundant** has established itself as a trusted developer, engineer and asset operator in Canada and the US. Our core competency is in deeply understanding and mastering the 'local playbook' of standard offer programs in North America allowing us to successfully grab market share while maintaining low overhead and capital at risk.
- **Abundant's** executive team has 100+ years of combined experience coupled with a strongly defined philosophy and financial vision for successful growth.
- **Abundant** provides simple, reliable, and energy-resilient solutions to our customers that significantly reduce their carbon footprint. We have extensive experience working with Municipalities, First Nations, Community Co-Operatives, Regional Planning Authorities, Commercial businesses and property owners.

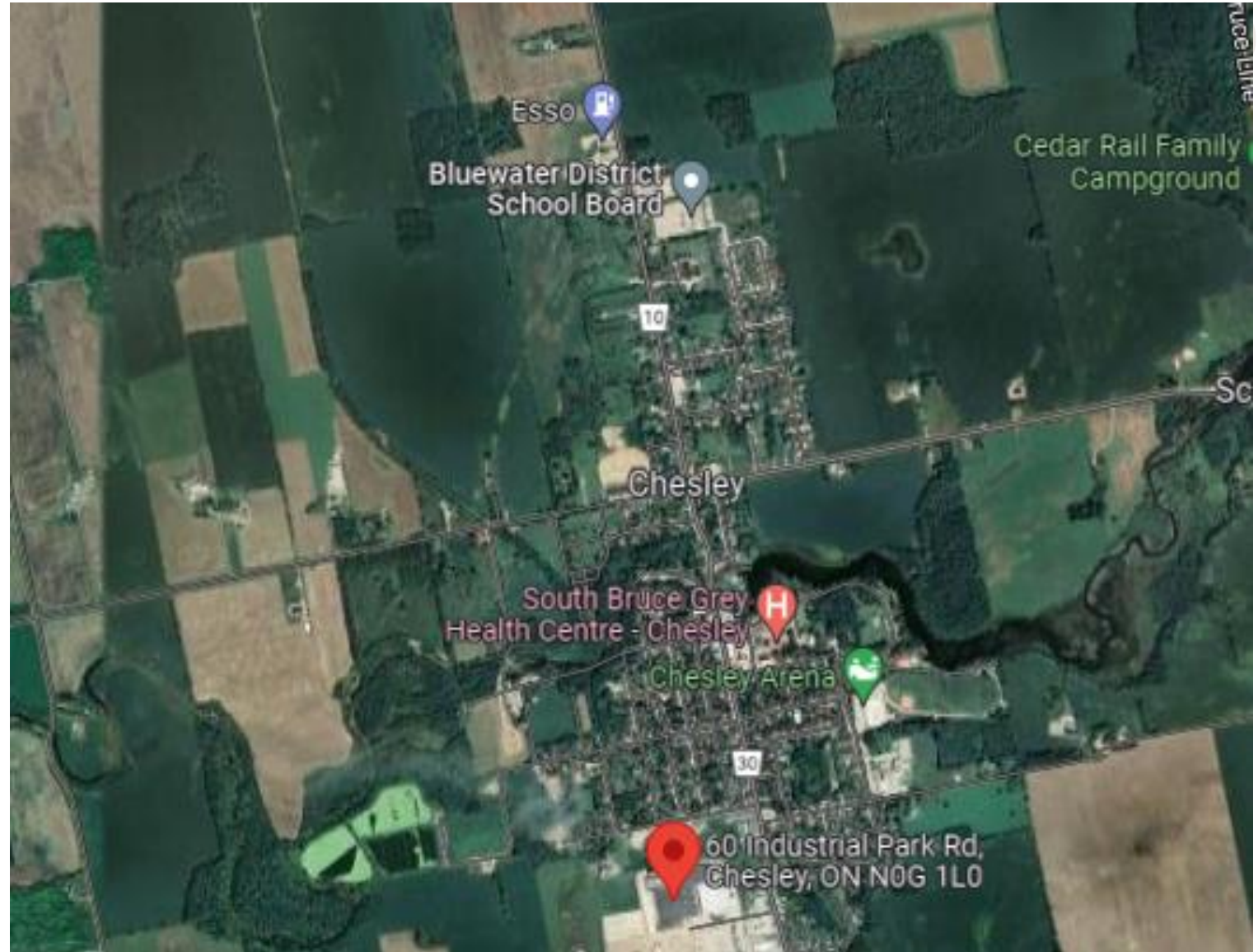
\* Projects Abundant developed in the past.





# The BESS Site

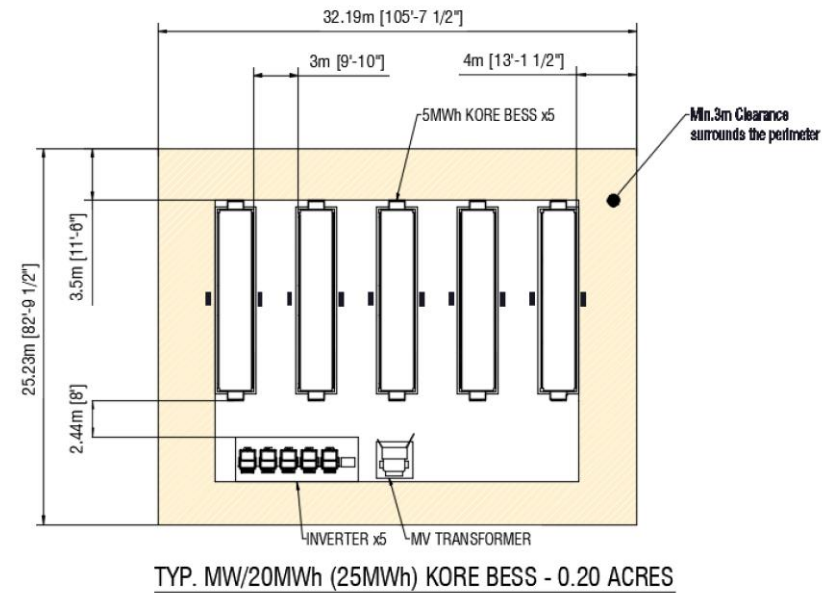
- This map depicts where in your municipality the BESS will be located.
- The site address is **60 Industrial Park Drive, Chesley, ON N0G 1L0**, just North of intersection Country Rd 19 and Bruce 30 Rd.





# Battery Energy Storage System (BESS)

- Each BESS will be sized to 4.99 megawatts/20 megawatt hours in capacity and duration.
- Each BESS will occupy total approximately 0.28 acres of land, including all required setbacks and spacing.
- BESS will be independently connected to the Ontario electricity grid.
- The BESS will charge at night when electricity demand is low, and discharge during the day when demand is high.
- BESS components include containerized units housing all necessary batteries, inverters, fire suppression and extinguishment, and HVAC systems.



\* Images are for illustration only.

## Benefits to the Community

- The BESS project is intended to enhance grid reliability, ultimately reducing chances of local outages.
- Construction, operations and maintenance activities will stimulate local economic activity with long-term contracts to local businesses as much as possible.





# Timelines

- As per the IESO procurement process below, all projects must be submitted by January 24, 2023 to qualify for the expedited process\*.



- One requirement of project approval is a Municipal Support Resolution.
- If selected by the IESO for contract, permitting and development would commence in mid-2023; and all protocols including but not limited to safety, environmental protection, wetland conservation, and applicable visual screening will be followed.
- The projects are expected to be operational in 2025.

\*Please note, timeline above is accurate based on current draft provided by IESO. Timeline is subject to change based on IESO's discretion.



# Questions & Next Steps

- To meet the IESO requirement of project approval with a **Municipal Support Resolution** in the form of Prescribed Form (Exhibit A).



120 Adelaide Street West  
Suite 1600  
Toronto, Ontario M5H 1T1  
T 416-967-7474  
F 416-967-1947  
www.ieso.ca

Prescribed Form – Evidence of Municipal  
Support  
LT.RFP@ieso.ca



## EXHIBIT A FORM OF MUNICIPAL SUPPORT RESOLUTION

Resolution NO: \_\_\_\_\_ Date: \_\_\_\_\_

[Note: The Municipal Support Resolution must not be dated earlier than January 27, 2022.]

### [WHEREAS]:

- The Proponent is proposing to construct and operate a Long-Term Reliability Project, with the characteristics outlined in the table below, under the E-LT1 RFP.

Name of the Long-Term Reliability Project:	<insert name of Long-Term Reliability Project>
Proponent:	<insert legal name of the Proponent>
Technology of the Long-Term Reliability Project:	<select one>
Maximum Contract Capacity of the Long-Term Reliability Project (in MW):	<insert the Maximum Contract Capacity of the Large Renewable Project in MW>
Legal description of the portion of the Project Site that is located on lands subject to the authority of one or more Municipalities:	<insert the applicable description> (the "Municipal Lands")

- Pursuant to the E-LT1 RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the E-LT1 RFP;
- Pursuant to the E-LT1 RFP, Proposals that did not receive the formal support of the local jurisdictional authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution may be required under the E-LT1



# Thank You

Contact:

**Abundant Solar Energy Inc.**

Tracy Zheng, CAO

[tracy.zheng@abundantsolarenergy.com](mailto:tracy.zheng@abundantsolarenergy.com)

Matt McGregor, Director, Policy & Planning

[matt.mcgregor@abundantsolarenergy.com](mailto:matt.mcgregor@abundantsolarenergy.com)

Mila Simon, Project Coordinator

[mila.simon@abundantsolarenergy.com](mailto:mila.simon@abundantsolarenergy.com)

Suite 803-505 Consumers Rd

Toronto, ON M2J 4V8





[View NAVs for all Funds](#)

[View our FIT Projects](#)

## COMMUNITY ENGAGEMENT NOTICE IN TOWNSHIP OF TOWNSHIP OF ARRAN-ELDERSLIE

**Long-Term Reliability Project: OZ-1**

**November 1st, 2022**

**Address: 60 Industrial Park Drive, Chesley, ON N0G 1L0**

**Facility: Battery Energy Storage Systems (BESS)**

**Size: 5-megawatt/20-megawatt hour for each Project**

**Proponents Name: 1000234813 Ontario Inc.**

**Public Meeting: 6:00 pm on November 16th, 2022, located in the Paisley Community Centre**

### **IESO Procurement Background**

After more than a decade of strong supply, Ontario is entering a period of emerging electricity system needs, driven by increasing demand, the retirement of the Pickering Nuclear Generating Station, the refurbishment of other nuclear generating units, and expiring supply contracts at other facilities.

To address these needs, Ontario's Independent Electricity System Operator (IESO) is competitively procuring 3,500 megawatts of capacity through the first Long-Term Request for Proposals (LT1 RFP), a complimentary expedited process (E-LT1 RFP), and a Same Technology Upgrade process. The LT1 RFP, together with the E-LT1 RFP will competitively procure year-round effective capacity from dispatchable New Build resources, including New Build hybrid electricity generation and storage facilities.

### **Proponent Information**



1000234813 Ontario Inc., operating as Solar Flow-Through Funds (SFF) is a group of limited partnerships with offices in Vancouver and Toronto. SFF has partnered with ASE to participate in IESO's long-term capacity procurement to ensure reliability in Ontario's electricity grid. SFF develops facilities and technologies that contribute to the global reduction of greenhouse gases and use of fossil fuels. Currently, SFF's portfolio consists of 70 projects in Ontario, totalling in 28.8 MW DC. SFF is a Qualified Applicant under the IESO procurement process.

76

### **Developer**

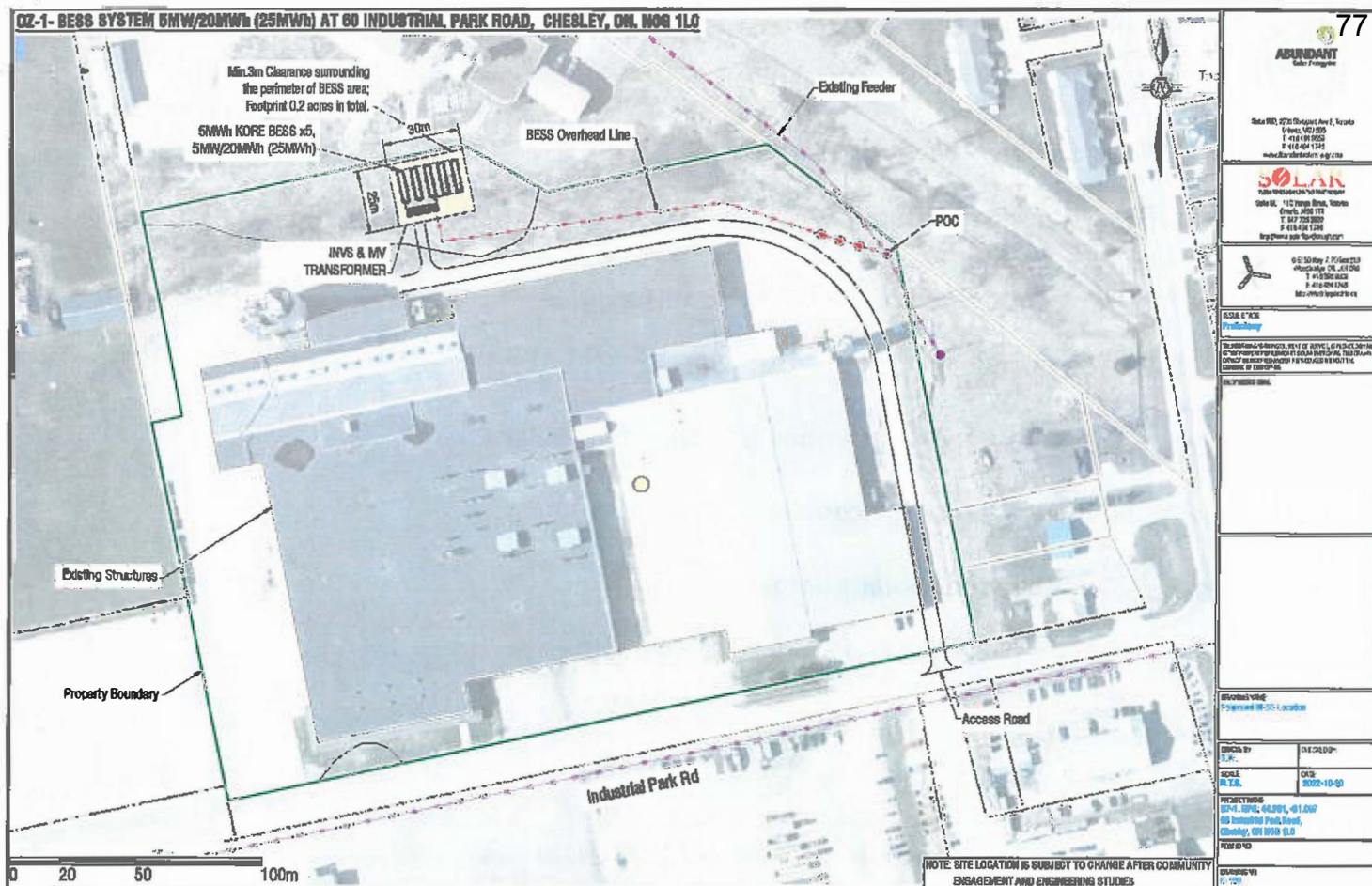
Abundant Solar Energy Inc. (ASE) is acting as an agent and developer for SFF. ASE is a 100% Canadian-owned independent renewable and clean energy project developer and asset operator. Since 2013, Abundant has enabled the proliferation of renewable and clean energy contributing to Net Zero carbon emission goals through its development, engineering, and asset management services in Canada and the United States.

### **Project Information**

#### **Nameplate Capacity: 4.99 megawatt/20-megawatt hour**

Please note that all mentions of 5-megawatt size in this notice is rounded from 4.99-megawatt.

As part of the procurement, SFF is proposing to install a utility grid-connected battery energy storage system (BESS) to be located **60 Industrial Park Drive, Chesley, ON N0G 1L0**. The BESS will be charged by the local grid overnight when there is low electricity demand and will supply power to the grid at times of high demand, providing significant benefits to grid reliability. The system will be a 5-megawatt/20-megawatt hour battery energy storage system using lithium-ion technology.



## Community Engagement Plan

**As the project developer, Abundant Solar Energy Inc. plans to engage the local community as part of the development process.**

**This plan includes the following:**

- Hosting a public meeting in an accessible location so that local residents can learn about the project, ask questions, and raise any potential concerns.
- Posting the Public meeting notice a minimum of 15 days in advance on the project website.
- Notifying owners of property adjacent to the project site of the public meeting via correspondence.
- Notifying the municipality of the public meeting via correspondence.
- Posting all project information, site planning, and meeting minutes on project website.
- Providing contact information on project website for any questions that residents may have and will be responsive in a timely matter.

## Public Meeting Details

As part of the project development process, community members are invited to attend a public meeting that will be held at **6:00 pm on November 16th, 2022, located in the Paisley Community Centre**. This meeting is intended to ensure that community members have the chance to become informed about the project and ask any questions they may have.

## Questions and Contacts

Please feel free to reach out to the contacts below if you have any questions regarding the procurement process, companies involved, and/or proposed projects.

**Mila Simon** – *Project Coordinator* – Abundant Solar Energy

[mila.simon@abundantsolarenergy.com](mailto:mila.simon@abundantsolarenergy.com)

**Genny Nugent** – *Executive Assistant* – Solar Flow-Through Funds

[gennyn@solarflowthrough.com](mailto:gennyn@solarflowthrough.com)

**Matt McGregor** – *Director, Policy and Planning* – Abundant Solar Energy

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**Tracy Zheng** – *CAO* – Abundant Solar Energy

[tracy.zheng@abundantsolarenergy.com](mailto:tracy.zheng@abundantsolarenergy.com)

## How to Invest in the Limited Partnerships

### **Restricted to Accredited Investors Only**

Participation in the Solar Flow-Through Funds offerings is restricted to Accredited Investors only, as defined by the securities laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick and Newfoundland.

#### Head Office:

Solar Flow-Through Funds  
Suite 900, 570 Granville Street  
Vancouver, BC V6C 3P1  
T 604.682.3701  
F 604.682.3600  
[info@solarflowthrough.com](mailto:info@solarflowthrough.com)  
[www.solarflowthrough.com](http://www.solarflowthrough.com)

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## Table of Contents

1. Photos of house before and after fire.
2. Invoice dated May 9, 2022 and email.
3. Pertinent Sections of Fire Protection and Prevention Act, 1997.
4. Pertinent Sections of By-law 12-2022.

# ***Tab 1***

015513 Grey Bruce Line  
Chesley, ON

81

















# ***TAB 2***

# INVOICE

Municipality - Arran-Elderslie  
PO Box 70  
1925 Bruce Rd 10  
Chesley ON N0G 1L0

## Customer Number

00001004758

Chesley Fire

Invoice Number: 0098293

Billing Date: MAY 09,2022

Due Date: JUN 08,2022

KING RAYMOND

Description	Unit Charge	Qty	Amount
Invoice: 0098293 Invoice Claim #910460397157			
PUMPER 91 CFS 90	509.8900	9.50000	4,843.96
TANKER 94 CFS 90	509.8900	9.50000	4,843.96
RESCUE 96 CFS 90	509.8900	9.50000	4,843.96
PUMPER 92 CRS 90	509.8900	0.50000	254.95
C FIREFIGHTERS/HR	33.3600	165.00000	5,504.40
PUMPER 81 PFS 80	509.8900	5.00000	2,549.45
TANKER 85 PFS 80	509.8900	5.00000	2,549.45
RESCUE 86 PFS 80	509.8900	5.00000	2,549.45
P FIREFIGHTERS/HR	33.3600	78.00000	2,602.08
SCBA AIR FILL TRUCK	1,335.0000	1.00000	1,335.00

Prev. Balance	0.00
Invoice Charges	<u>31,876.66</u>
Balance Due	31,876.66

Tax Reg: 87242 7158

Municipality - Arran-Elderslie  
Telephone - (519) 363-3039

E. &amp; O.E.

Please detach and return this portion with your payment.

00001004758  
KING RAYMOND

Chesley Fire  
Invoice Number: 0098293  
Billing Date: MAY 9,2022  
Due Date: JUN 8,2022  
Amount Due: 31,876.66  
Amount Enclosed \$ \_\_\_\_\_



## Invoice Claim #910460397157

From: treasurer@arran-elderslie.ca (treasurer@arran-elderslie.ca)

To: king\_elaine@yahoo.com

Cc: treasurer@arran-elderslie.ca; greg.waller@sedgwick.com; ksamuels@cmrinsurance.com; firechief@arran-elderslie.ca

Date: Friday, August 12, 2022 at 11:17 a.m. EDT

Good morning,

Pursuant to the email received on August 11th, please find attached an updated invoice regarding the house fire. The invoice has been updated to reflect the addressee as Raymond King.

Please contact me if you have any questions.

Yours truly

Tracey Neifer  
Treasurer  
Municipality of Arran-Elderslie



Raymond King Invoice 98293.PDF  
31.9kB

## ***Tab 3***

## **Pertinent Sections of Fire Protection and Prevention Act, 1997**

### **Part I – Definition**

**Fire Protection Services** – include fire suppression, fire prevention, fire safety education, mitigation and prevention of risks created by unsafe levels of carbon monoxide, rescue and emergency services, communication with respect to items above, training of persons involved in fire protection and the delivery of any service described above.

### **Part II – Responsibility for Fire Protection Services**

**Section 2** - Every municipality shall,

- (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and
- (b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

### **Section 5 - Municipalities may establish fire departments**

**5 (0.1)** The council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality. 2001, c. 25, s. 475 (2).

#### **Fire departments**

(1) A fire department shall provide fire suppression services and may provide other fire protection services in a municipality, group of municipalities or in territory without municipal organization. 1997, c. 4, s. 5 (1).

### **Section 7.1 – Municipal By-laws**

**7.1 (1)** A council of a municipality may pass by-laws,

- (a) regulating fire prevention, including the prevention of the spreading of fires;
- (b) regulating the setting of open air fires, including establishing the times during which open air fires may be set;
- (c) designating private roads as fire routes along which no parking of vehicles shall be permitted and providing for the removal and impounding of any vehicle parked



or left along any of the fire routes at the expense of the owner of the vehicle. 2001, c. 25, s. 475 (3).

## **Part VIII – Recovery of Costs**

**Section 35 (1) The Fire Marshal, a fire chief or an assistant to the Fire Marshal may issue,**

- (a) an order, to any person required by an order made under subsection 21 (1) or (2) or section 25 or 26 to do any thing, to pay the costs incurred by the Province of Ontario or a municipality in doing the thing in accordance with an authorization given under section 33;
- (b) an order, to the owner or the person having control of land or premises, to pay the costs incurred by the Province of Ontario or a municipality in entering the land or premises and doing any thing under section 15; or
- (c) an order, to the owner or occupant of land or premises, to pay the costs incurred by the Province of Ontario or a municipality in doing any thing to cause the land or premises to be closed immediately under clause 21 (2) (b). 2019, c. 7, Sched. 29, s. 5.

### **Idem**

(2) An order under subsection (1) to pay costs shall include,

- (a) a description of the things done for which the costs were incurred and a statement of the authority for doing the things;
- (b) a detailed account of the costs incurred by the Province of Ontario or the municipality, as the case may be; and
- (c) a direction that the person to whom the order is issued pay the costs to the Minister of Finance or the municipality, as the case may be. 1997, c. 4, s. 35 (2); 2002, c. 18, Sched. N, s. 10.

## **Appeal to Fire Safety Commission**

**36 (1)** A person to whom an order to pay costs is issued may, by written notice served on the person who issued the order and on the Fire Safety Commission within 15 days after service on the person of a copy of the order, require a hearing by the Commission.

## **Costs specified in order to pay may be increased by Commission**

(2) At a hearing by the Fire Safety Commission on an order to pay costs, the Fire Marshal or an assistant to the Fire Marshal or a fire chief may, on reasonable notice to

all parties, ask the Commission to amend the order by adding new items of cost or by increasing the amounts set out in the order.

### **What Commission may consider at hearing**

(3) At a hearing by the Fire Safety Commission on an order to pay costs, the Commission shall consider only whether any of the costs specified in the order,

- (a) are unreasonable having regard to what was done; or
- (b) do not relate to a thing,
  - (i) that the person to whom the order to pay costs was issued was required to do by an order made under subsection 21 (1) or (2) or section 25 or 26 or on any appeal from any such order, or
  - (ii) that the Fire Marshal, an assistant to the Fire Marshal or a fire chief was authorized to do under section 15.

### **Appeal to Divisional Court**

(4) Any party to a hearing by the Fire Safety Commission on an order to pay costs may appeal from the decision of the Commission to the Divisional Court on any question that is not a question of fact alone.

### **Idem**

(5) Subsections 27 (2) and (3) apply with necessary modification to an appeal under subsection (4). 1997, c. 4, s. 36.

### **Enforcement of order to pay costs**

**37** (1) An order to pay costs may be filed with the Superior Court of Justice and enforced as if it were an order of the court. 1997, c. 4, s. 37 (1); 2002, c. 18, Sched. N, s. 11.

### **Interest**

(2) Section 129 of the *Courts of Justice Act* applies in respect of an order filed under subsection (1) and, for the purpose, the date of filing shall be deemed to be the date of the order. 1997, c. 4, s. 37 (2).

### **Section Amendments with date in force (d/m/y)**

### **Instructions for municipality to recover costs**

**38** (1) The Fire Marshal, a fire chief or an assistant to the Fire Marshal may inform a municipality as to the amount of any of the following expenses incurred by the

municipality or the Province of Ontario that relate to things done in connection with land or premises in the municipality and instruct the municipality to recover the amounts:

1. Expenses incurred in carrying out an order made under subsection 31 (3) that relates to the land or premises.
  2. Where an order to pay costs has been issued under section 35 to a person who owns the lands or premises in the municipality,
- i. expenses incurred in doing anything done in accordance with an authorization given under section 33 to do things to the land or premises, or
  - ii. expenses incurred in doing a thing under section 15 in order to remove or reduce an immediate threat to life on the land or premises. 1997, c. 4, s. 38 (1).

### **Municipal lien**

(2) Upon receiving instructions under subsection (1), a municipality shall have a lien against the land or premises in respect of which expenses referred to in subsection (1) were incurred for the amount of the expenses. 1997, c. 4, s. 38 (2).

### **Lien**

(3) The amount of any expenses referred to in subsection (1) shall have priority lien status, as described in section 1 of the *Municipal Act, 2001*, or section 3 of the *City of Toronto Act, 2006*, as the case may be, and shall be added by the treasurer of the municipality to the tax roll. 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 20 (2).

### **Remitting costs to Province**

(4) Subject to subsection (7), money collected in accordance with subsection (3) in order to recover expenses referred to in subsection (1) that were incurred by the Province of Ontario shall be paid by the municipality to the Minister of Finance; but the municipality may retain such amounts as may be reasonably attributable to the collection. 1997, c. 4, s. 38 (4).

### **Same**

(5) A lien created under subsection (2) in favour of a municipality for amounts incurred by the Province of Ontario is not an estate or interest of the Crown within the meaning of clause 379 (7) (b) of the *Municipal Act, 2001* or clause 350 (7) (b) of the *City of Toronto Act, 2006*, as the case may be. 1997, c. 4, s. 38 (5); 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 20 (3).

### **Interpretation**



(6) In subsections (7) and (8),

“cancellation price” has the same meaning as in Part XI of the *Municipal Act, 2001* or Part XIV of the *City of Toronto Act, 2006*, as the case may be. 2006, c. 32, Sched. C, s. 20 (4).

### **Proceeds of tax sale**

(7) If there is a sale of land under Part XI of the *Municipal Act, 2001* or Part XIV of the *City of Toronto Act, 2006*, as the case may be, and amounts are payable out of the proceeds to the Minister of Finance under this Act, the *Environmental Protection Act* or the *Ontario Water Resources Act*, those amounts shall not be paid until after payment of all other amounts payable out of the proceeds in respect of the cancellation price of the land. 1997, c. 4, s. 38 (7); 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 20 (5).

### **Cancellation price**

(8) Despite Part XI of the *Municipal Act, 2001* or Part XIV of the *City of Toronto Act, 2006*, the treasurer of a municipality may sell land under those Acts for less than the cancellation price, so long as the land is not sold for less than what the cancellation price would have been but for this Act, the *Environmental Protection Act* and the *Ontario Water Resources Act*, and the purchaser may be declared to be the successful purchaser under Part XI of the *Municipal Act, 2001* or Part XIV of the *City of Toronto Act, 2006*, as the case may be. 2006, c. 32, Sched. C, s. 20 (6).

### **Section Amendments with date in force (d/m/y)**

#### **Collection of costs**

**39** (1) The Fire Marshal, an assistant to the Fire Marshal or a fire chief may give written notice to the Minister of Finance of the amount of any of the following expenses incurred by the Province of Ontario that relate to things done in connection with the land and premises in territory without municipal organization, requesting the collection of the amount under the *Provincial Land Tax Act, 2006*:

1. Expenses incurred in carrying out an order made under subsection 31 (3) that relates to the land or premises.
  2. Where an order to pay costs has been issued under section 35 to a person who owns the lands or premises in territory without municipal organization,
- i. expenses incurred in doing anything done in accordance with an authorization given under section 33 to do things to the land or premises, or

- ii. expenses incurred in doing a thing under section 15 in order to remove or reduce an immediate threat to life on the land or premises. 1997, c. 4, s. 39 (1); 2006, c. 33, Sched. Z.3, s. 12 (1).

### **Same**

(2) When the Minister of Finance receives notice of an amount under subsection (1), the amount may be collected under the *Provincial Land Tax Act, 2006* as if the amount was a tax imposed under that Act. 2006, c. 33, Sched. Z.3, s. 12 (2).

(3) REPEALED: 2006, c. 33, Sched. Z.3, s. 12 (2).

### **Section Amendments with date in force (d/m/y)**

#### **Expenses related to work on other lands**

**40** The amount to be recovered by way of municipal taxes against land or premises under section 38 or 39 shall include all expenses incurred in doing any thing in connection with the land or premises that the Fire Marshal, an assistant to the Fire Marshal or a fire chief was authorized to do under an order or authorization referred to in subsection 38 (1), whether or not the thing was done on the land or premises. 1997, c. 4, s. 40.

### **NO ACTION FOR DAMAGES FROM ACCIDENTAL FIRE**

**Section 76** No action shall be brought against any person in whose house or building or on whose land any fire accidentally begins, nor shall any recompense be made by that person for any damage suffered thereby; but no agreement between a landlord and tenant is defeated or made void by this Act. 1997, c. 4, s. 76.

## ***Tab 4***



**By-law 12-2022 – The Corporation of the Municipality of Arran-Elderslie**

“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.**

“expedient to pass a by-law establishing certain fees and charges”

“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”

New Fee Structure and General Fees – to be in full force as of January 31, 2022

**Schedule K – Fire Department Fees (attached)**

## 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 Current MTO Rate per apparatus, per half hour	\$509.89 \$254.95	Exempt Exempt	\$509.89 \$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 Current MTO Rate per apparatus, per half hour	\$509.89 \$254.95	Exempt Exempt	\$509.89 \$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	\$509.89	Exempt	\$509.89
Current MTO rate per apparatus, per half hour	\$254.95	Exempt	\$254.95
Firefighter Current Rate, per hour	\$33.36	Exempt	\$33.36
Wildland Fires through Carelessness Current MTO rate per apparatus, per hour	\$509.89		
Current MTO rate per apparatus, per half hour	\$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 apparatus, 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	\$509.89	Exempt	\$509.89
Current MTO rate per truck, per half hour	\$254.95	Exempt	\$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	\$509.89	Exempt	\$509.89
Current MTO rate per truck, per half hour	\$254.95	Exempt	\$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	



October 17<sup>th</sup>, 2022

Dear Mayor Steve Hammill and Council,

The first-ever Hawks' Nest competition a 'Dragon's Den' inspired event was held in 2016, and the second in 2018, presented by Saugeen Economic Development Corporation (SEDC) and Bruce Community Futures Development Corporation (Bruce CFDC). The Hawks' Nest covers the areas of Grey, Bruce, Wellington North, Minto and the City of Owen Sound.

The intention of the Hawks' Nest is to create local economic development through supporting new and existing businesses and entrepreneurs with training, coaching, mentorship, and financial assistance. Interested businesses and entrepreneurs participate in one of five full-day business plan training sessions, and create and submit their business plan. Personal interviews are held to present their business plan, discuss details, and gather valuable feedback from the General Managers from SEDC and Bruce CFDC. It is forecast that this investment will assist with the creation and/or maintenance of 160 jobs in the two catchment areas of SEDC and Bruce CFDC.

We are encouraged by the response to these two events and look forward to the third event on May 17<sup>th</sup> in Owen Sound. At the event, seven finalists will pitch their business ideas to the Hawks; six high-profile business leaders in the local area who have committed to invest a minimum of \$5,000 in one or more of the finalists that evening. Not only is there a minimum of \$30,000 up for grabs; the finalists will come away with valuable feedback, coaching, mentorship and immeasurable exposure to kick start their business idea.

The Hawks' Nest project is partially funded by the two partners, but the balance of the costs must be raised by the community. As I am sure you agree, economic development is critical in keeping our communities alive and vibrant. We would like to see Arran-Elderslie become a partner-level sponsor with Hawks Nest. We hope you will consider supporting this, please view the sponsorship packages as outlined in the attached.

More information on the Hawks' Nest is available at [www.sbdc.ca](http://www.sbdc.ca) or [www.bruce.on.ca](http://www.bruce.on.ca). Additionally, tickets will go on sale in April (\$30 each with \$5 of each ticket sale going towards the People's Choice Award).

We thank you for your consideration and support!

***Proudly  
Presented by:***

Rose Austin  
SEDC  
[rose@sbdc.ca](mailto:rose@sbdc.ca)  
[www.sbdc.ca](http://www.sbdc.ca)  
519-799-5750 x  
302



Barb Fisher  
Bruce CFDC  
[bfisher@bruce.on.ca](mailto:bfisher@bruce.on.ca)  
[www.bruce.on.ca](http://www.bruce.on.ca)  
519-396-8141 x 111





## A DRAGONS' DEN INSPIRED EVENT

*Bruce Community Futures & the Saugeen EDC invite to join the Hawks' Nest!*

### Hawks' Nest

creates local economic development to support **new and existing small businesses and entrepreneurs** with *training, coaching, mentorship and financial assistance.*

A biennial event

### Hawks' Nest

2016 & 2018 saw over 90 individuals participate in **FREE business plan training** workshops.

More than 50 applicants submitted proposals to

### Hawks' Nest

for the **opportunity to pitch their ideas** to the Hawks.

### Hawks' Nest

raised over **\$104,000 in investments** for entrepreneurs in **grants, loans and partnership** opportunities.

### Hawks' Nest

investments leveraged **over \$3.2M** and helped create & maintain **160 jobs** all within

your **Hawks' Nest** area

***Bruce, Grey, Owen Sound, Minto and North Wellington***

**Hawks' Nest** event is **May 17<sup>th</sup> at the Roxy Theatre, Owen Sound**  
Sponsors contact [hawksnest@sbdc.ca](mailto:hawksnest@sbdc.ca). For details and rules for Hawks' Nest see [sbdc.ca](http://sbdc.ca) or [bruce.on.ca](http://bruce.on.ca)



**CORPORATE SPONSOR** (7 spots available)**\$2,500**

Receive maximum exposure with 6 other esteemed Corporate Sponsors. Showcase your business as an integral part of this event to support the Hawks' Nest area communities as a major supporter. Business benefits include:

- 3 complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Corporate logo on the SEDC, Bruce CFDC websites and social media sites with hyperlink
- Customized 30 second video presentation of business played during event (included in broadcast & DVD)
- Recognition by MC during event (within script)
- Full page, print ready (you supply) advertisement in the event program
- Promoted during radio and newspaper advertising and media releases
- Acknowledgement by logo on event posters, program, welcome banner and People's Choice ballot
- Featured on event TV broadcast & event DVD
- Mounted certificate to display to customers

**PARTNER LEVEL** (for municipalities & counties)**\$2,000**

Show your community's support of entrepreneurship and enterprise by partnering on the program. Benefit through:

- 2 Complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Community logo on the SEDC, Bruce CFDC Hawks' Nest website
- Press release acknowledging partnership
- Logo on welcome banner prominently displayed at event
- Recognized by MC during the event—featured on event TV broadcast & DVD
- Logo featured in rotation with other sponsors during breaks at the event
- Recognition in the event program on the partner logo page
- Quarter (1/4) page, print ready (you supply) advertisement in the event program

**PLATINUM SPONSOR****\$1,000**

This prestigious sponsorship package will put your business in the spotlight. As well, you will receive:

- 2 Complimentary tickets to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Logo in event program (logo page) and on welcome banner prominently displayed at event
- Half (1/2) page, print ready (you supply) advertisement in the event program
- Logo featured in rotation with other sponsors during breaks at the event
- Featured on the evening TV broadcast and the event DVD

**GOLD SPONSOR****\$500**

Receive excellent exposure for your business with this new mid-range sponsorship. As a gold sponsor you receive:

- 1 Complimentary ticket to the event—May 17th, 2023 at the Roxy Theatre in Owen Sound
- Quarter (1/4) page, print ready (you supply) advertisement in the event program
- Logo featured in rotation with other sponsors during breaks at the event
- Featured on the event TV broadcast and the event DVD

**SILVER SPONSOR****\$250**

Been seen throughout the evening by attendees at the event—May 17th, 2023 at the Roxy Theatre in Owen Sound by:

- Company name featured in rotation with other sponsors during event intermission
- Eighth (1/8) page, print ready logo (you supply) advertisement in the event program

**BRONZE SPONSOR****\$150**

Show support to entrepreneurs and enterprises at the event May 17th, 2023 at the Roxy Theatre in Owen Sound with:

- Company name featured in rotation with other sponsors during event intermission
- Business name included in event program thank you listing



## PARTNERSHIP BENEFITS

- ✓ 2 COMPLIMENTARY TICKETS TO THE EVENT - MAY 17TH
- ✓ COMPANY LOGO ON THE SEDC, BRUCE CFDC HAWKS' NEST WEBSITE
- ✓ PRESS RELEASES ACKNOWLEDGING THE PARTNERS
- ✓ LOGO ON WELCOME BANNER PROMINENTLY DISPLAYED AT THE EVENT
- ✓ RECOGNIZED BY THE MC DURING THE EVENT
- ✓ LOGO FEATURED IN ROTATION WITH OTHER PARTNERS DURING
- ✓ BREAKS RECOGNITION AS A PARTNER IN THE EVENT PROGRAM
  - PARTNER LOGO PAGE
  - 1/4 PAGE AD
- ✓ FEATURED ON EVENT TV BROADCAST & DVD

Hawks' Nest 2023 isn't possible without our esteemed partners and sponsors. If you have questions and or concerns please contact one of the members of the Hawks' Nest Team.

### Hawks' Nest Project Coordinator

Email: [hawksnest@sbdc.ca](mailto:hawksnest@sbdc.ca)

Office: 519-799-5750 x301

**Rose Austin**  
**SEDC General Manager**

Email: [rose@sbdc.ca](mailto:rose@sbdc.ca)

Office: 519-799-5750

**Barb Fisher**  
**Bruce CFDC General Manager**

Email: [bfisher@bmts.com](mailto:bfisher@bmts.com)

Office: 519-386-9933

**Please submit payment by March 1st, 2023**

**Saugeen Economic Development Corporation**  
515 Mill Street, P.O. Box 177, Neustadt, ON N0G 2M0

Royal Canadian Legion Branch 144  
65-1st Ave South. BOX 427  
Chesley, Ontario  
(519) 363-2238  
[chesleylegion143@gmail.com](mailto:chesleylegion143@gmail.com)

To The Municipality of Arran Elderslie,

The Royal Canadian Legion Branch 144 is requesting assistance from the Municipality of Arran Elderslie for replacement of the Legion roof.

Branch 144 has been operating out of its historic site on the Main Street of Chesley, and supporting the Community of Arran Elderslie since 1929.

To date, through various fundraising events the branch has raised approximately 50% of the cost of the roof.

As a non profit Legion we are unable to issue tax receipts. Hence, we need your assistance in this matter. Numerous individuals and businesses are willing to donate IF they will receive a tax receipt.

We are requesting that donations for the Chesley Legion roof come through the Municipality, who will issue tax receipts.

Thank you for considering our request.

The Roof Fundraising Committee  
Chesley Legion Branch 144

“They served till death! Why not we?”



# The Royal Canadian Legion

Paisley Br. 295

338 Goldie St. P.O. Box 389 Paisley Ont. N0G 2N0

## President

Glen Hanley  
519 353 5817  
P.O. Box 576  
Paisley, ON. N0G 2N0  
[ghcon53@gmail.com](mailto:ghcon53@gmail.com)

## Secretary

Brian Smith  
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## Treasurer

Jenna Williamson  
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[mcteerbj@gmail.com](mailto:mcteerbj@gmail.com)

## Municipality of Arran-Elderslie

Mayor Mr. Steve Hammell:

The Royal Canadian Legion Br. 295 Paisley is requesting that the Municipality install a temporary Stop Sign on Queen St. at the corner of Goldie St. We have concerns with this intersection with regards to the increase in traffic and the speed of the traffic turning the corner now that the old Queen St. Bridge has been removed and the detour is routed in front of the Branch building. Some of our members and citizens, who use our facility, have mobility issues and are scared to cross the intersection. We have been told that there have been numerous close calls while crossing Goldie St. due to the increase in said traffic and the poor visibility with parked vehicles along Queen St. By installing a temporary stop sign, we hope this will slow the traffic turning the corner and make it easier for the pedestrians to see and be seen.

Thank you for your consideration in this matter.

President – Glen Hanley

*Glen Hanley*

Secretary – Brian Smith

*Brian Smith*





## Snowy Bruce Peninsula

# FROM THE DIRECTOR'S DESK

**December 2022**

It's the most wonderful time of the year. The snow is falling as I draft the December newsletter and I wouldn't have it any other way. This weekend we'll bundle up for the Santa Claus Parade and finish up letters to the big guy.



**What a spectacular year for the Clean Energy Frontier program!**  
**Let's do a quick recap ➡**

- Launched results of our economic impact of clean energy study.
- Delivered 26 presentations (across Canada and internationally) regarding the successful public-private partnership and economic impact details from Bruce, Grey and Huron.
- Applied to three federal funding programs (fingers crossed!)
- Won two national awards.
- Launched the Nuclear Sector Sustainability and Growth Study.
- Met quarterly with Bruce, Grey and Huron economic development leaders.
- Executed two Regional Steering Committee (virtual and in person!)
- Visited Queen's Park to meet with four ministers' offices and attend two receptions.
- Developed a marketing and communications plan for the program in consultation with economic development leaders and other stakeholders.
- Executed the Impact in Action event in partnership with Bruce Power at the renovated Visitors' Centre.
- Built incredible relationships with industry partners, elected officials, and leaders in our communities and across our province.
- Delivered delegation updates to Bruce, Grey and Huron Councils.

**The Clean Energy Frontier program** continues to thrive, and this success is due to our shared commitment to collaboration and regional approach.

Thank you to Program Co-Chairs, Warden Jackson, Bruce Wallace and John Peevers for their ongoing support and leadership. Thank you to the Program's Regional Steering Committee for sharing ideas and coming to the table. Your leadership and involvement are so appreciated.



## Looking forward to 2023, we'll be advancing more work. Here's what you can expect:

- 1) Nuclear Sector Sustainability and Growth Study to wrap up and share by the end of Q1, 2023
- 2) Clean Energy Frontier Summit, January 13 in Walkerton
- 3) Implementation of the marketing and communications plan which was built in consultation with local economic development leaders
- 4) *Plugging In 2.0* report, providing risk vs. reward consideration for installing public charging infrastructure
- 5) Annual delegations to Councils... and so much more!

Lastly, I'd like to say thank you to nuclear sector employees who will be working over the holidays to ensure clean energy for Ontario's grid. Wishing you a wonderful holiday season and a prosperous new year.

### JESSICA LINTHORNE, DIRECTOR

Clean Energy Frontier Program, NII  
Jessica.Linthorne@nii.ca



## IMPORTANT DATES

- |                  |  |
|------------------|--|
| <b>JAN 13</b>    | Clean Energy Frontier Summit, Walkerton                      |
| <b>JAN 22-24</b> | Rural Ontario Municipalities Association Conference, Toronto |
| <b>FEB 22-24</b> | Canadian Nuclear Association Conference, Ottawa              |



**From:** [Byers, Rick](#)  
**To:** [Byers, Rick](#)  
**Subject:** News Release - MPP Byers Announces Seniors Community Grants Funding  
**Date:** December 7, 2022 10:44:49 AM



December 7, 2022

## MPP Byers Announces Seniors Community Grants Funding

Ontario Keeping Bruce-Grey-Owen Sound Seniors Healthy, Active and Connected

**OWEN SOUND** – The Ontario government is investing in its seniors in Bruce-Grey-Owen Sound by funding \$91,378 in six local projects that will help seniors stay safe, fit, active, healthy and socially connected across the community with Seniors Community Grants.

Recipients in Bruce-Grey-Owen Sound include:

- \$25,000 – Active Lifestyles Centre Grey Bruce – Owen Sound
- \$ 4,080 – Women’s Institute – Colpoys Bay
- \$ 7,250 – Municipality of Arran Elderslie – Chesley
- \$ 7,650 – Town of Hanover – Hanover
- \$22,500 – Town of South Bruce Peninsula – Wiarton
- \$24,898 – Trinity Theatre – Paisley

“These investments make a big difference in the lives of Ontario’s older adults in our community,” said Bruce-Grey-Owen Sound MPP Rick Byers. “Staying connected close to home and safely taking part in local life helps our seniors keep active with friends, family and the community.”

“Seniors Community Grants are keeping our seniors fit, active, healthy and socially connected close to home, in their communities,” said Raymond Cho, Minister for Seniors and Accessibility. “Our government is proud to invest in these projects with local organizations to meet the needs of seniors, provide the supports seniors need and deserve that also help to battle social isolation.”

These projects are part of the 305 Seniors Community Grants investing into communities across Ontario this year. Since 2018, Ontario has funded 1249 community-based projects and invested almost \$22 million dollars in Seniors Community Grants that have kept seniors fit, active, healthy and connected while helping to end social isolation and combat ageism.

### QUICK FACTS

- The Seniors Community Grants Program provides funding ranging from \$1,000 up to \$25,000 for local projects.
- Ontario’s Seniors are the province’s fastest growing demographic, and by 2023, there will be 3 million Ontarians over the age of 65

*For further information, please contact:*

Karen MacInnis | MPP Rick Byers Constituency Office | 519-371-2421 | [rick.byers@pc.ola.org](mailto:rick.byers@pc.ola.org)





## The Corporation of the Municipality of Arran-Elderslie

# Staff Report

Council Meeting Date: December 12, 2022

Subject: SRCAO.2022.04 Chesley Kinsmen – Proposed Replacement of  
Playground Equipment Chesley Community Park

Report from: Sylvia Kirkwood, Chief Administrative Officer

Appendices: n/a

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### **Recommendation**

Be It Resolved that Council hereby,

1. Support the Kinsmen Club of Chesley in their proposed fundraising project for Arran-Elderslie with the replacement of playground equipment located at the Chesley Community Park;
2. Approve an exemption from Section 4.7 of the Procurement Policy, such that the replacement of the playground equipment in the Chesley Community Park can be purchased and installed by ABC Recreation Ltd., in 2023 for an upset limit of \$91,979.70 inclusive of HST;
3. Request that staff develop a workplan with the Kinsmen Club of Chesley and ABC Recreation Ltd., to outline the necessary municipal work required for site preparation and existing play equipment removal work;
4. Request that staff prepare an interest free loan agreement with the Kinsmen Club of Chesley for the net expense of the total project cost; and
5. The loan agreement shall in be accordance with Section 7 of the Grant and Donation Policy which provides for community projects and consideration to an interest free loan with annual repayments over a 10-year term.

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## **Report Summary**

On November 28, 2022, Council received a request from the Kinsmen Club of Chesley (Chesley Kinsmen) to support their plans to fundraise for the replacement costs of new and improved playground equipment for Chesley Community Park.

This new proposal follows the most recent fundraising that was undertaken to complete the development of a Splash Pad and Pavilion within the Park. The Chesley Kinsmen have requested that Council support the retention of ABC Recreation Ltd., to complete the playground installation with the support of municipal works and to provide a 10-year interest free loan in order to provide sufficient time to make arrangements to repay the outstanding upset limit of \$91,979.00.

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## **Background**

On November 28, 2022 Council received a presentation from Chesley Kinsmen regarding this proposed project which outlined the proposed quotation from ABC Recreation Ltd., to complete the installation of replacement play equipment. Chesley Kinsmen outlined their support to retain ABC Recreation Ltd., in part due to their recent experience with the splashpad installation and knowledge and experience with the Community Park. The funds for the costs of this replacement shall be borne by the Chesley Kinsmen through their future fundraising efforts.

Staff support the replacement of this playground equipment to ensure compliance with current AODA standards, and in accordance with the Recreation Master Plan however, no capital funds have currently been identified to complete the necessary work.

The proposal by the Chesley Kinsmen to generously fundraise for the costs of this work is greatly supported, and staff can prepare the necessary agreement to retain ABC Recreation Ltd., to complete the work. It has also been identified that Recreation and Public Works staff be available to assist with appropriate site preparation and existing equipment removal. The details of this work will be outlined in a workplan with ABC Recreation Ltd.

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## **Analysis**

In order to retain the services of ABC Recreation Ltd., on behalf of the Chesley Kinsmen staff recommend that Council support the exemption of the Procurement Policy and that staff prepare the necessary agreements including the appropriate financial agreements, so that this work can be commenced in 2023.

Once completed, the new playground equipment for Chesley Community Park will be a tremendous asset to the Community.

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

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.5 Engaging People and Partnerships

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

Staff support the exemption from Section 4.7 of the Procurement Policy, such that the replacement of the playground equipment in the Chesley Community Park can be purchased and installed by ABC Recreation Ltd., in 2023 for an upset limit of \$91,979.70 inclusive of HST.

In addition, subject to Council approval Finance staff will prepare an interest free loan agreement with the Kinsmen Club of Chesley for the net expense of the total project cost. The loan agreement shall in be accordance with Section 7 of the Grant and Donation Policy which provides for community projects and consideration to an interest free loan with annual repayments over a 10-year term.

Once the new playground equipment is constructed the Municipal Asset Management Plan will be updated accordingly.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer



## The Corporation of the Municipality of Arran-Elderslie

# Information Report

Report From: Christine Fraser-McDonald, Clerk

Meeting Date: December 12, 2022

Subject: SRCLK.2022-23 – 2022 Municipal Election Accessibility Report

Attachments: n/a

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### **Report Summary**

The *Municipal Elections Act, 1996* states that a Clerk is responsible for conducting an election and shall have regard to the needs of electors and candidates with disabilities.

The Clerk shall prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before voting day in a regular election.

Within 90 days after voting day in a regular election, the Clerk shall prepare a report about the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the report available to the public.

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### **Background**

In accordance with the *Municipal Elections Act, 1996* and the *Accessibility for Ontarians with Disabilities Act*, the Clerk is authorized to establish procedures and provide appropriate measures to ensure that persons with disabilities can participate fully in the Municipality's 2022 Municipal Election.

The 2022 Municipal Election was held on October 24, 2022. For the 2022 Municipal Election, Council opted to vote by internet and telephone. The internet and telephone voting methods were authorized by By-law No. 70-2021, which was passed on November 8, 2021.



The Municipal Election Accessibility Plan that was adopted by By-law 27-2022 earlier this year, supports and strengthens the municipality's commitment and efforts to respond to the needs of persons with disabilities. The focus of the plan was to ensure that election services were accessible to all electors and candidates, to identify and eliminate barriers for persons with disabilities and to create a positive voting experience for everyone.

## **Analysis**

For the 2022 election, Arran-Elderslie utilized Internet and Telephone Voting. Staff ensured the accessibility of the Municipal Office for electors, candidates and staff as this location was utilized for anyone to access the voting equipment, if needed. The Municipal Office was setup to offer touch screen computers, laptops and a push button telephone, magnifying equipment for any elector who required assistance and to vote at the office location.

Voter Assistance Centres were also set up to be accessible along with laptops and a push button telephone, magnifying lens for any elector who required assistance and to vote at the office location.

The Voter Assistance Centres were established at the Paisley and Tara arenas as well as the Municipal office. The Municipal Office was available during regular and extended hours on October 8 and October 22 and October 24, 2022. The Arenas were available October 18, 19 and 22. The dates and times were posted on Facebook, the municipal website, as well as the local newspaper and general mail to property owners.

In addition to the Voter Assistance Centres, the Act required that a voting place shall be provided at institutions in which 20 or more beds are occupied by persons who are disabled, chronically ill or infirm and at a retirement home in which 50 or more beds are occupied.

Election officials made arrangement to attend the two (2) retirement homes within the Municipality (Elgin Abbey and Parkview Estate). Election Officials arrived with a computer and keyboard and were able assist those who were able to vote.

The Municipal Office has designated accessible parking spots, level pathways leading to facility entrances, automatic door opening devices, or were propped open in a safe manner with doors being wide enough to accommodate a wheelchair or other mobility device.

The Voting booths set up in the Council Chambers and arenas featured a wide area to allow individuals using mobility aids to vote independently and secretly.

Electronic (telephone and internet) Voting provided alternate accessible formats for voting.

Elections Staff ensured Election Procedures were flexible yet secure to allow parttime/seasonal, and full-time residents the ability to have Voter Information Letters reissued, or, for qualified electors to be added to the Voters' List up to and including Election Day.

Simply Voting, the municipality's election vendor, supports a minimum of WCAG 2.0 Level AA accessibility standards and is compatible with all market leading screen readers and web accessible devices. Simply Voting's system fully complies with AODA requirements for optimal user experience.

No candidates were identified with the Clerk as requiring any accommodation.

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

6.6 Modernizing Services

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### **Financial Impacts/Source of Funding**

Funds were allocated for the 2022 Municipal Election to assist with any expenditures.

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Approved By: Sylvia Kirkwood, CAO



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: December 12, 2022

Subject: SRFIN.22.26 Municipal Insurance 2023 - Intact Public Entities

Report from: Tracey Neifer, Treasurer

Appendices: Appendix A – Insurance Premium Comparison  
Appendix B – Escalating Cost of Municipal Claims  
Appendix C – Transition Plan with IPE

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### **Recommendation**

Be It Resolved that Council hereby,

1. Approve the annual renewal of the 2023 Municipal Insurance Policy with Intact Public Entities; and
  2. That staff continue to work with Intact Public Entities to identify opportunities to reduce premiums and/or modify deductible limits to reduce the overall 2023 insurance increase as part of the annual renewal.
- 

### **Report Summary**

The Municipality is currently insured with Intact Public Entities (IPE) and Council is being requested to support the policy being renewed for the period of January 1, 2023, to January 1, 2024. All the municipality's insurance policies reside with IPE except for the VFIS coverage for the volunteer firefighters, which is held with AON. There are no changes in the pricing for VFIS policy in 2023.

The report also includes a recap of the insurance history that was presented to Council on November 22, 2021, as part of the presentation of the RFP results that had been undertaken for the renewal of the 2022 insurance policy. **Appendix C** is the Transition Plan adopted by IPE to assist the municipality in adjusting to the services provided by IPE.

---

## **Background**

On November 22, 2021, SRFIN.21.44 Request for Proposal – Municipal General Insurance for 2022 results were presented to Council. The report was the result of the RFP process that was undertaken for the general insurance and risk management program for the Municipality for the period of January 1, 2022 to January 1, 2023, and annually up to four years.

After the presentation of the 2022 Operating Budget, the outcome of the RFP was to award the Municipality's insurance program to Intact Public Entities. This was formally adopted by Resolution of Council on December 13, 2021.

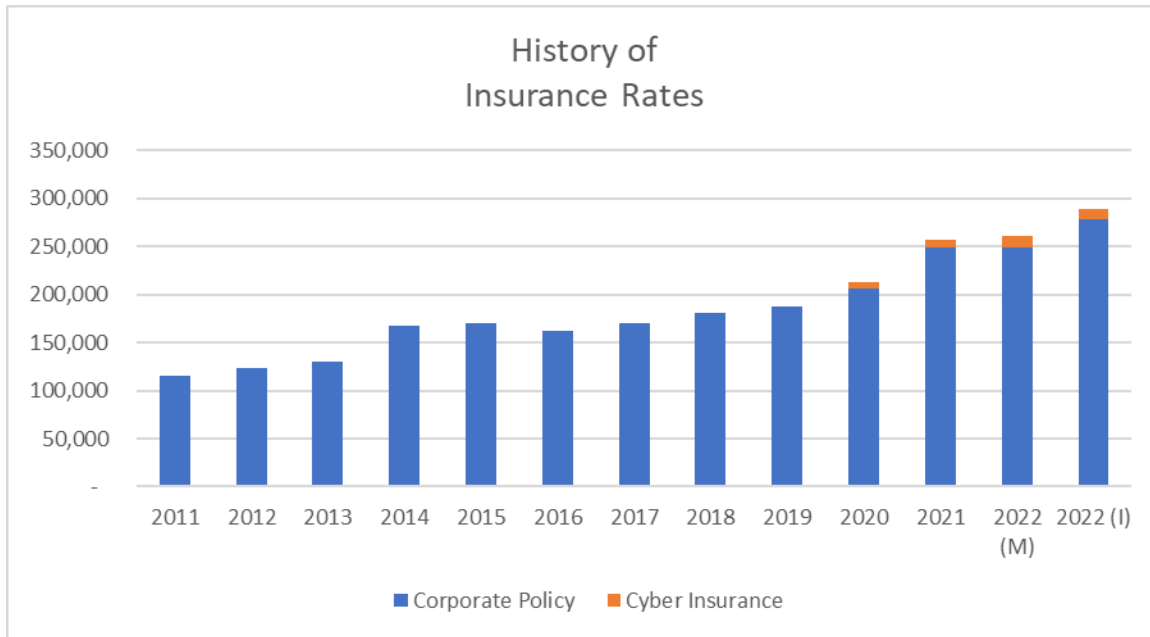
The scope of services provided includes:

- Municipal Liability Insurance
- Combined Physical Damage and Machinery Breakdown
- Comprehensive Crime
- Automobile Insurance
- Councillors' Accident Coverage
- Public Entity Recovery Assistance Plan (Critical Illness)
- Municipal Volunteers Accident
- Annual low Risk Events Liability
- Other Required Policies

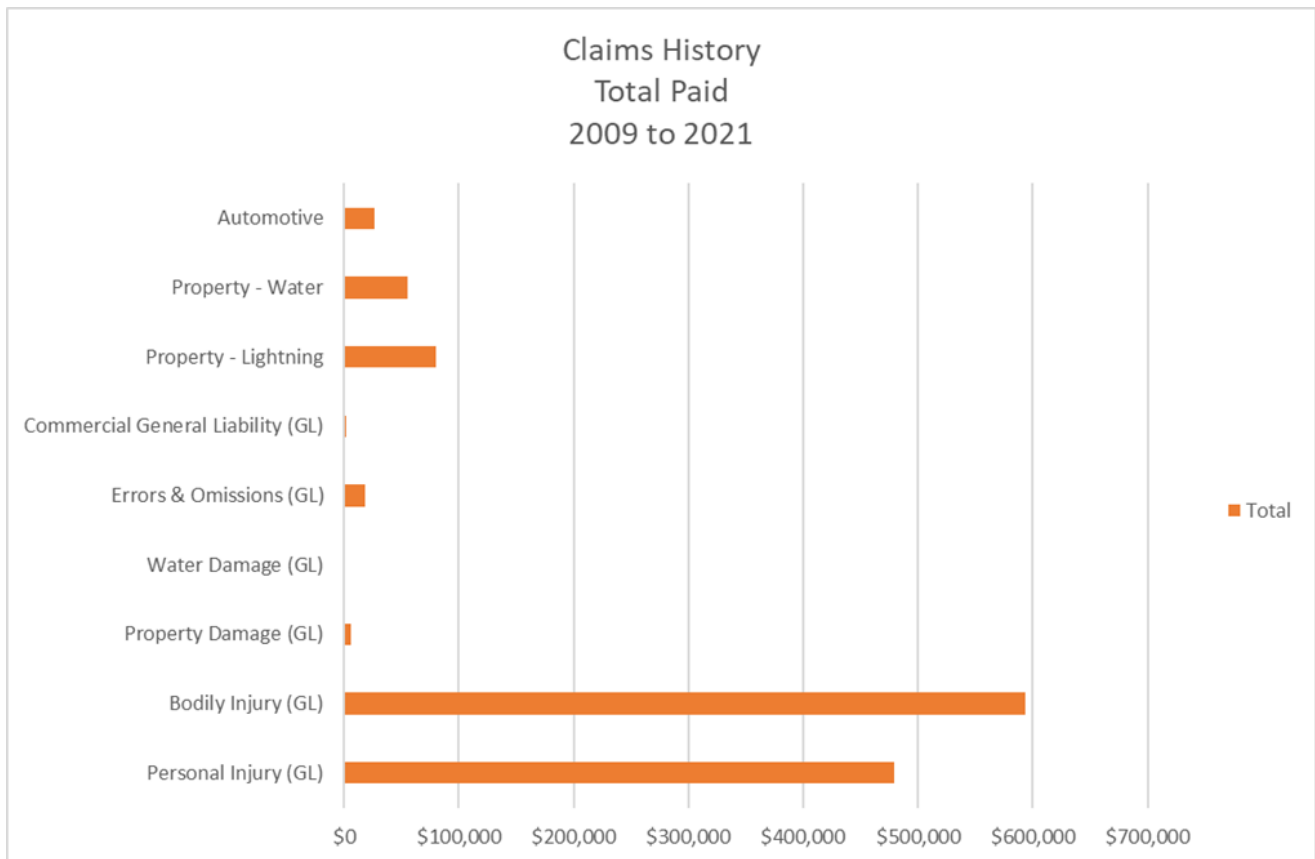
## **Historical Information**

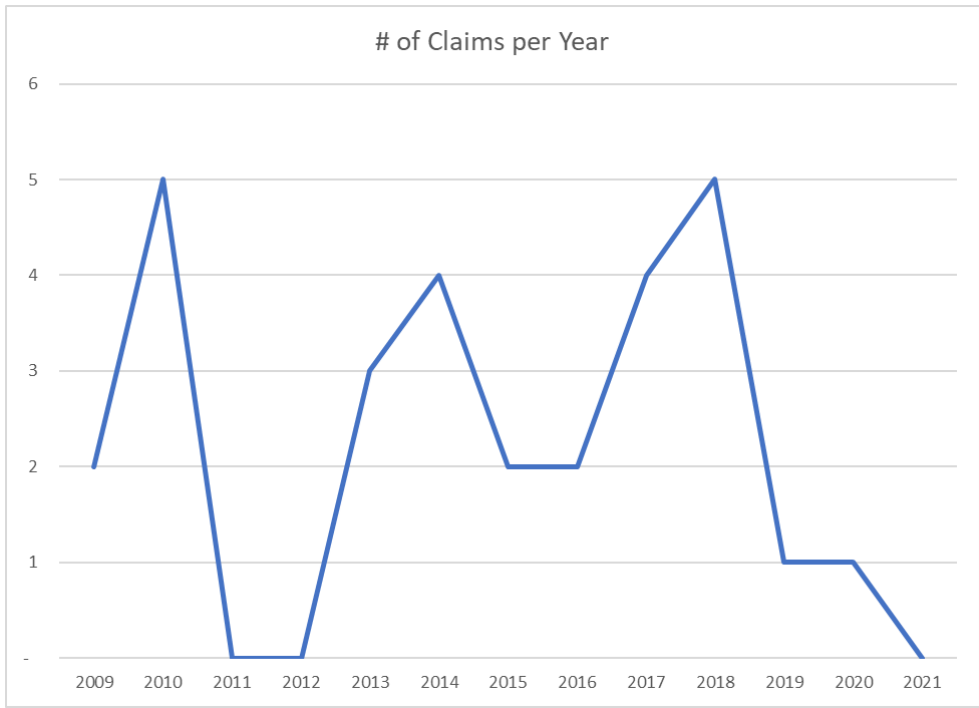
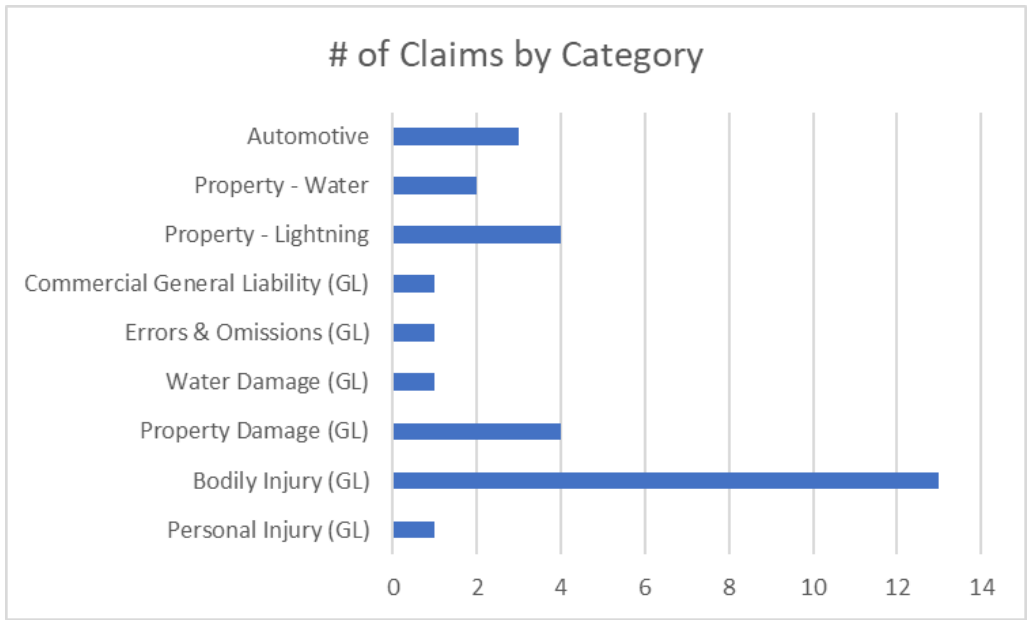
The following information has been provided to give Council a historical perspective of the Municipality's insurance fees and providers, as originally presented on November 22, 2021. It was noted that Jardine Lloyd Thomson Canada had been the municipality's insurance provider from 2004 to 2021, except for three years, which were covered by BFL Canada (2 years) and Stevenson & Hunt Insurance (1 year). The insurance premiums have increased over the years from \$115K in 2011 to \$249K in 2021, representing an increase of 124%. A review of 2022 and 2023 has been included in **Appendix A**.





The rise in insurance premiums is driven by two components, municipal claims, and market conditions. During the period of 2009 to 2021, the municipality has incurred a total of 29 claims resulting in the total costs paid of \$1,262,367. Below is a summary of the types of claims and total paid by claim type, as well as the number of claims.





## **Analysis**

The review and analysis of insurance premiums continues to be a complex issue, with a significant impact being attributed to market conditions rather than a claims basis, as well as the changing value of the municipality's insured assets. **Appendix B** has been provided as it explains the many factors that drive market conditions, for example:

- Climate Change – property losses are more frequent and severe
- Cyber Liability – liability claims have risen dramatically
- Class Actions – a rise in lawsuits with an easier certification process
- Joint & Several Liability (The 1% Rule) – municipalities absorb more costs
- Changing Legal Landscape – society is more litigious, more contributory negligence awarded to municipalities
- Future Care Costs - \$5M claims now settling at \$12M-\$18M
- Transit Claims – increasing in severity

Arran-Elderslie is wrapping up its first year being insured by Intact Public Entities (IPE) with the service and support of Nicol Insurance (NI), as the local Broker. Municipal staff have benefited from the local support, with fast and efficient response to emails, phone calls, or in-person meetings. As part of the municipality's ongoing risk management strategy, contracts, agreements, and policies have been shared with NI/IPE for review and comment, to ensure appropriate wording and insurance clauses are captured. The Municipality has access to a comprehensive Risk Management Centre of Excellence, which contains articles, checklists, tips, and templates. Some of the resources used this year include:

- Checklists for Building Inspections, Fire Safety, Trails, and Incident Reports
  - Used in support of the design of forms for Maintenance Manager and Citizen Request Portal
- Risk Management Considerations for Splash pads, Off Leash Dog Parks, Trails, and Volunteers
- Municipal Procurement support

Over the past year, AMO Business Services lead a series of Risk Management Webinars in collaboration with IPE attended to by municipal staff. The topics included Back to Basics, Employment Practice Liability, Risk Management – What is your Insurance Strategy, Pulling Permits: The Process and Pitfalls for Building Code Officials, and Data, What Else Can You Do with It.

The Transition Plan, as noted in **Appendix C**, provides a Comprehensive Five-Year Risk Management Plan and a Schedule of Risk Inspections.

In 2023, Staff will continue to work closely with IPE/NI to establish an implementation plan to achieve the tasks identified.

## Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.4 Leading Financial Management

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

The staff recommend renewing the Municipality's Insurance Policy with Intact Public Entities, which would be the second year of the multi-year plan outlined in **Appendix C**. While the financial overview, as presented in **Appendix A** does not paint a positive picture, a 15% increase in premium, the results are what is being seen across the municipal sector. At a recent MFOA Finance Forum the topic of insurance premiums was forefront, with the group reporting an average of 15% to 20% increases, with another noting 23%. Other sources have shown 29% and 42% increases.

It is challenging to draw comparability's between municipal insurance policies, as other factors besides market conditions need to be taken into consideration, including claims experience and growth. The claims history reflects positively for Arran-Elderslie, and with the management team maintaining a risk management focus, policies and procedures continue to be reviewed and implemented to continue to mitigate the potential for future risks.

The growth reflected in the policy refers to the number of assets and the value of those assets. The value of the assets, as noted in **Appendix A**, Property, shows an increase of 9.31% or \$5,865,700, which represents 40.6% (\$17,700) of the premium increase. The market conditions for the building sector are largely driving this area. IPE has applied an 11% factor as a standard inflation across their municipal clients. Property inspections and valuations can assist in this area; however, the opposite could be true in that the value is understated. The Schedule of Risk Inspections will be reviewed and implemented in 2023 to ensure proper values are reflected in the municipality's master building list that supports the insurance policy.

The other area of significance is General Liability, with a 15% increase, representing 36.5% (\$15,898) of the premium increase. The information provided in **Appendix B**, Escalating Cost of Municipal Claims, looks at how the cost of claims, and frequency of claims is driving the market in this area.

The insurance renewal for Cyber Insurance was not available when the report was prepared. Information is expected to be forthcoming and will be discussed during the presentation of this report.



In 2022, Staff have worked closely with Infinity Support Solutions and have been able to make substantial modifications and enhancements to our IT network to ensure a high level of cyber protection.

The market for municipal insurance providers is limited to four companies: Intact Public Entities, Marsh, AON and BFL.

It is the recommendation of this report, to renew the policy with Intact Public Entities for 2023. Staff will continue to work with Intact Public Entities to seek opportunities to reduce premiums and/or modify deductible limits to reduce the overall 2023 insurance increase.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

## Appendix A - Insurance Premium Comparison

Coverage	2022	2023	\$ Variance	Variance
General Liability (\$15M)	\$ 124,960	\$ 140,858	\$ 15,898	13%
Error & Omissions (\$15M)	\$ 6,235	\$ 6,921	\$ 686	11%
Non Owned Auto (\$15M)	\$ 176	\$ 185	\$ 9	5%
Environmental (\$15M)	\$ 8,053	\$ 8,990	\$ 937	12%
Crime (\$1M/\$200K)	\$ 1,365	\$ 1,433	\$ 68	5%
Board Members Accident	\$ 1,370	\$ 897	-\$ 473	-35%
Volunteers Accident	\$ 150	\$ 158	\$ 8	5%
Conflict of Interest	\$ 420	\$ 441	\$ 21	5%
Legal Expense (\$100/\$500)	\$ 900	\$ 945	\$ 45	5%
Facility User (\$5M)	\$ 3,000	\$ 3,000	\$ -	0%

Property (\$15K Ded)	\$ 68,853	\$ 86,553	\$ 17,700	9%
TIV (total insurable value)	\$ 63,005,600	\$ 68,871,300	\$ 5,865,700	9.31%
Rate	\$ 0.0011	\$ 0.0013	\$ 0.0002	

Equipment Breakdown (\$50M)	\$ 6,066	\$ 6,187	\$ 121	2%
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Auto Fleet (\$5K /\$10k)	\$ 55,796	\$ 64,161	\$ 8,365	15%
# of Units	49	42	(7.00)	
Cost Per Unit	\$ 1,138.69	\$ 1,527.64	\$ 388.95	

Excess Liability (\$10M)	\$ 2,671	\$ 2,885	\$ 214	8%
Aviation (\$15M)	\$ 3,150	\$ 3,150	\$ -	0%
Cyber	\$ 10,710	\$ 10,710	\$ -	0%

<b>\$ 293,875</b>	<b>\$ 337,474</b>	<b>\$ 43,599</b>	<b>15%</b>
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\*\* Note: Cyber renewal for 2023 is pending

# Escalating Cost of Municipal Claims 2022

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## Introduction

At Intact Public Entities (IPE), we are concerned about recent and historical trends affecting the cost of municipal insurance. Municipal claims costs continue to escalate. At a time when municipalities are facing considerable pressure managing their budgets due to increasing economic challenges, increasing claims costs creates additional financial pressure since it affects all municipalities and their insurance providers. We believe it is important you understand why.

This report was created to help municipal clients understand the changing landscape. The information was compiled based on analysis conducted by IPE using industry data, as well as real claims from our own database that contains years of information collected over our long history in the municipal insurance business. This report provides an overview of the major trends influencing claims costs, and then looks closer at some of the primary drivers, including:

- Climate Change
- Cyber Liability
- Class Actions
- Joint and Several Liability (The 1% Rule)
- Changing Legal Landscape (social inflation)
- Future Care Costs
- Transit Claims

There is clearly an increase in a number of areas that impact the cost of municipal claims. All of the insurers of municipal governments are being impacted by this increasing cost of claims and will need to respond in order to ensure that premiums are adequate to pay for these claims.

These cost factors are the fundamental reasons why the municipal sector is currently in a hard market. The cost of claims drive premiums.

## Overview - Claims are Driving Premiums

One of the most significant factors in the pricing of insurance is the “long tail” nature of municipal liability claims. An incident may occur in a given policy year, but the claim may not be presented until many years later. Then the claim may take several years to settle. Forecasting what the courts may award a plaintiff several years, if not decades, in the future is very challenging.

Over the past few years, there has been a rise in the number of factors impacting municipal claims – factors that are driving up claims, which, in turn, are driving up the cost of insurance. These trends will likely never reverse.

## What has changed?

Property losses are more frequent and severe. Climate change has resulted in a substantial increase in property losses and catastrophic losses. Regardless of whether this has impacted a municipality directly, the substantial escalation in the cost of claims has increased both property insurance and reinsurance rates worldwide. Accessing adequate property capacity is becoming increasingly harder across Canada. Cyber liability claims have risen dramatically in the last three years. More important, it is anticipated that these claims will continue to grow at an exponential rate. A number of cyber carriers are exiting the market and in addition, many of those remaining will not insure government entities.

Class action lawsuits are increasing in frequency because the certification process is now much easier and there are more plaintiff lawyers who pursue this type of claim. Municipalities have a growing exposure here. Even though a municipality may be innocent of the allegations, class actions are much more difficult

and costlier to defend. COVID-19 claims have recently triggered a number of class action suits for municipalities.

Joint and several liability (the 1% rule) is a significant concern for municipalities in Ontario. The Association of Municipalities of Ontario (AMO) has created a number of working groups over the years with the goal of reforming this law. As the severity of awards increases, so too does the exposure to those who have deep pockets. The Province of Ontario has recently initiated a consultation process regarding the joint and several principle. Although recent initiatives have not generated change, they have increased awareness and IPE will continue to assist the municipal sector in lobbying for relief. Although joint and several liability has had an impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

The changing legal landscape. There is a continuing trend that shows we, as a society, have become more litigious and demonstrate less personal accountability resulting in a higher frequency and severity of claims. In response, judges have awarded more contributory negligence to municipalities versus plaintiffs. Although the municipal sector has recognized this trend for some time, recently the term social inflation describing the changing landscape has emerged across the insurance sector.

Damage awards are substantial. A number of years ago it was alarming to hear about a \$5M liability award. Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. Claims that may have settled for \$5M ten years ago are now settling for \$12M - \$18M. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance.

The cost of defending a claim is going up. Individual claims are more complex to defend resulting in more time to manage the claim with more detailed investigation, more experts and more legal time involved in the process – at ever-increasing rates.

Transit claims are increasing in severity. Operating a transit system has inherent exposures attached since urban municipalities can serve a large number of riders. When buses have accidents, claims can be filed by all occupants resulting in very significant awards. Recent transit claims have put tremendous pressure on auto policy premiums.

## The Insurance Market Cycle

Insurance is a cyclical business. It has been historically defined as being either hard or soft. A soft market typically exhibits low rates, generous terms, abundance of capital and more competition. A hard market is the opposite - higher rates, restrictive terms, reduced levels of capital and less competition.

This insurance cycle impacts all lines of business (property, liability, automobile, for example) across commercial and personal lines. Over the past five decades, there have been four hard markets: one in the mid 70's, mid 80's, early 2000's and the one we are in right now. It's been 15 years since the last hard market, consensus was we were overdue. One consistent observation is that the hard market is usually short in duration - around 3 years. A soft market usually lasts much longer, the last one being 15 years. The current hard market began in 2019 and continues in 2022.

How is the current hard market impacting municipal premiums and terms? The municipal sector is affected in much the same way as others in the commercial insurance space. Double digit premium increases were typical for municipalities in 2020, 2021 and 2022. Property capacity is challenging

especially for municipalities with large property schedules. In certain cases, restrictive terms have been applied. In addition, competition has been reduced. Historically Ontario municipalities usually have up to four bidders participate on a municipal insurance RFP. Over the past two years that level of participation has dropped and in some cases only one bidder is quoting.

The question most are asking is when the hard market will end? It's difficult to predict when the current hard market will end but insurance professionals expect it will continue through 2022. However, the industry has begun to describe the commercial hard market as: softening, thawing, past its peak or tapering off. Various commercial segments will climb out of the hard market at different times. Those segments that have their fundamentals in place may exit sooner, higher risk segments will be slower. The financial sector may soften before transportation and public sector, for example, while other challenging lines such as Directors and Officers or Cyber will last much longer.

Finally, there are a number of factors at play that may cause the hard market to continue: high inflation (driving up the cost of claims), costly reinsurance, social inflation, COVID -19 (impact of class action suits) and geopolitical uncertainty.

The commercial insurance space is making solid strides in improving their underwriting performance, a soft market is on the horizon. In time Municipalities will once again enjoy the stability that a soft market provides.

## **What Can Municipalities Do?**

Municipalities must increasingly rely on an insurance provider that keeps abreast of emerging issues and provides best-in-class risk management and claims services. It is further recommended that in order to help reduce the total cost of claims, municipalities should leverage initiatives implemented by their insurers to help drive efficiencies such as insurer internalization and utilization of the insurers preferred vendors and rates.

Think of insurance as a service, not a commodity.

Make sure your provider has superior tailored risk management and claims services. Municipalities can't rely on the provincial government to provide relief - they must take matters into their own hands. A Total Cost of Risk (TCoR) approach must be employed to ensure your insurance program is cost effective and efficient. A TCoR methodology is a tailored approach that mitigates local exposures (risk management) and implements best practices in claims management.

Ask how long your service provider has been part of their insurance program.

Municipal insurance operates in a long tail claims environment. Some service providers compete on price and shed their municipal insurance markets regularly to ensure they can continue to offer low premiums. This approach is not sustainable. Constantly changing markets results in poor claims service with multiple insurers providing claims services from different countries and lines. Your partners need to be committed to the municipal insurance space. It is important to ask how long your service provider has had their markets, specifically liability.

With the described escalation in the cost of claims, it is necessary to ensure that premiums are adequate to recover the cost of claims. What was viewed as a problem historically has become a full-blown urgent situation today, especially in a highly specialized area such as municipal liability.

Based on this history of what is driving claims costs, there has been a strong upward response in insurance premiums. It is recognized that this has caused increased pressure on the finances of

municipalities over the past two years. We believe, however, that the need to offset the ever-increasing cost of claims with premium adjustments cannot be ignored. We trust that our clients will continue to value our expertise based on our past experience and insight in order to be assured of long-term sustainability in their insurance program.

In the interim, municipalities must continue their efforts to attack the root causes of this problem by working to reduce both the frequency and severity of claims. Wondering where to start?

Developing risk management plans and strategies can seem overwhelming. Consider taking it one step at a time. Work with your broker or insurer on a claims analysis – where are your claims coming from? Look at both the frequency and severity. If the majority of your claims are coming from sidewalk trip and falls for example, start by reviewing your sidewalk maintenance policy and make sure it follows MMS guidelines. If your severity (those large dollar losses) is coming from MVA's, look for any patterns. Are they in the same area or at the same intersection? Are they caused by snow and ice, or is there a common issue of improper signage? You may find trends in these claims that can point you to an area that needs attention.

Risk management needs to be integrated into municipal culture at all levels – from Council to front-line employees. A Risk Manager can put together excellent policies, procedures and guidelines for every department – but if no one is following them, they aren't helpful.

Here are some practical places to start your risk management journey:

1. Claims analysis – do you know where your claims coming from?
2. Incident reports – gain valuable information on where there is possible exposure and fix the problem before it becomes a claim.
3. Education – educating everyone from Council to staff on the importance of risk management is a great way to increase buy-in. Have your insurer present on the current municipal claims environment and risk management strategies.
4. Contracts – contracts should transfer unnecessary liability, but only if they are properly written and include insurance requirements and indemnity. Have your insurer and legal council review for proper risk transfer.
5. Leverage your relationship with your insurer – look at what value added services are offered. Are there fleet reviews available? Do they inspect your properties for valuation, or can they also inspect for liability hazards?

IPE has been working with municipalities for over 95 years. We understand municipal liability and we are here to assist you in addressing your various risks. We believe the best way to keep your total insurance costs low is by preventing claims before they happen. As an IPE client, you have unrestricted access to our risk management services – at no extra charge. These include educational sessions, consultation services and on-site inspections. Our experts can analyze your operational policies and procedures, identify exposures and risks in your facilities, and consult with municipal workers on risk management topics.

The balance of the article is dedicated to explaining the cost drivers of municipal insurance premiums. It is important to note that fundamentally claims experience drives premiums. There are a number of factors outlined below that are driving up the cost of claims. These factors have evolved over the ten or so years and have culminated in triggering the current hard market.

**The critical takeaway from this article is to focus on the factors that a municipality can control. It is more important than ever for municipalities to manage their risk. Reducing exposures and mitigating risk will reduce the frequency and severity of claims. Lower claim costs = lower premiums.**



## Drivers of Escalating Claims Costs

### Climate change

The average global surface temperature in 2021 was the sixth highest since global records began in 1880 and the 45th consecutive year with temperatures, at least nominally, above the 20th century average. Globally, the frequency and severity of catastrophic property losses are on the rise. No one can argue that our weather patterns have not changed. What was deemed to be a “100-year storm” years ago now occurs with increasing frequency. Municipalities must pivot to climate adaptation.

According to Munich Re, overall losses from worldwide natural catastrophes (cat losses) in 2021 totaled \$350 billion dollars. The third highest level in almost four decades. Canada’s total was \$2 billion, our 5th highest year on record. Nationally in 2021, there were 14 catastrophes, which ties with 2011 for second place. Canada is not immune to catastrophic property losses. The severe weather events in Canada in 2021 included rain, fires, windstorms and flooding. Western Canada was particularly hard hit with wildfires (Lytton) and the flooding (Abbotsford, Merritt) in Q4. The 2016 Fort McMurray wildfire event was the single largest cat loss in Canadian history. Prior to Fort McMurray, the largest single cat loss event was the Alberta floods of 2013. Eight of top 10 highest loss years on record occurred in the last decade.

Simply put, property and reinsurance rates continue to rise.

### Cyber Attacks

Cyber liability claims have risen dramatically in the last three years. In December of 2021, the Federal Government reported:

- Canada is among the top countries impacted by ransomware.
- The frequency of ransomware attacks around the world increased 151% from 2020 to 2021.
- The average ransom payment worldwide is around \$200,000 CAD.
- The average cost of recovery from ransomware worldwide has more than doubled in the past year from \$970,722 CAD in 2020 to \$2.3M CAD in 2021.

With both the frequency of claims/attacks on the rise coupled with the 151% increase in the cost of claims, premiums are increasing at rapid rates. Some industry experts are speculating that this exposure might become uninsurable.

The cyber insurance market is very volatile and insurance providers are constantly revising their requirements for coverage. Cyber markets are exiting geographies or certain insurance segments (government).

The frequency of municipal cyber attacks reported in the media is alarming. According to a recent poll, cyber-attacks in Canada increased by 50% in 2021 (personal and commercial). In addition, Canada is 3rd in the world in cyber-attacks per million of population behind the UK and US.

Cyberhackers are attacking municipalities daily using sophisticated tactics. A town in Florida (population 15,000) had its water system hacked – the assailant was attempting to increase the levels of lye.

At one time the perception regarding cyber-attacks was equivalent to NIMBY – not in my backyard; now it’s a question of when. Municipalities must increase their protection, ensure they are adequately insured and implement best practices. Hackers prey on the underprepared resulting in the greater probability of a damaging cyber event.

In recent years, a number of smaller Ontario municipalities reported cyber-attacks to the point where the OPP issued a warning. Since then, a number of high-profile events have emerged. A larger Western

municipality responded to a significant phishing scam resulting in a seven-figure initial payment. In Atlantic Canada, a large municipality had to deal with a significant ransomware attack costing millions to rebuild with a massive impact on service levels. On October 25<sup>th</sup> 2021, a small city in Eastern Ontario was attacked and as of early December the municipality was still unable to process pre-authorized payments for taxes, water and sewer as well as daycare services.

### **Joint & Several Liability (The 1% Rule)**

Joint and several liability is legislated in many Canadian provinces. In Ontario, the governing statute is *The Negligence Act*. This legislation directs that a person injured by two or more wrongdoers may collect full damages from one of the wrongdoers regardless of the proportion of their liability. In our opinion, given that municipalities carry high limits, the legislation has a very negative impact on municipalities.

Severe injuries are most common in road maintenance cases. People that become injured in road accidents, bring actions against the at fault driver of the vehicle as well as the municipality, alleging poor road maintenance or design.

Due to the high value of severe injuries, the limits of insurance on the vehicle are generally not enough to satisfy the judgment. Therefore, due to joint and several liability, the municipality's insurer must pay the balance, even if the municipality is only 1% liable.

For over a decade IPE has participated in a number of initiatives with AMO and the Provincial government to solicit change to the 1% rule for municipalities and relieve them of this unfair burden. In 2014, the Ontario government (Attorney General's Office) was considering the Saskatchewan model of proportionate joint and several liability. Unfortunately, the provincial election resulted in a newly appointed Attorney General and the proposal was abandoned. Early in 2019, the province initiated a consultation process regarding the joint and several liability principle.

Regulatory changes to the Statutory Accident Benefit Schedule could expose municipalities to a higher frequency of joint and several claims allegedly arising due to poor road conditions. For claims arising out of accidents that occurred on or after June 1<sup>st</sup>, 2016, the maximum benefits available under the Statutory Accident Benefit Schedule to 'catastrophically impaired' persons have been reduced from \$2 million (\$1 million in medical and rehabilitation plus \$1 million in attendant care benefits) to a total of \$1 million (i.e. a 50% reduction). This benefit reduction only impacts new claims for accidents occurring on or after June 1<sup>st</sup>, 2016. This represents a significant change and that shortfall in available coverage under the Statutory Accident Benefits Schedule for claimants who did not purchase optional benefits must be addressed by the at-fault auto defendant thereby eroding their liability limits quicker. Given that the majority of auto liability policy limits are \$1 million, municipalities will likely see an increase in the frequency of joint and several claims from injured claimants.

IPE handled numerous joint and several exposure claims. Here are two examples:

A two-car collision at a city intersection in 2007 resulted in serious injuries. Lawsuits were brought forward which were finally resolved in 2019. The claims against the City were for non-repair of the intersection. The trial judge found one driver liable for 50%, the second driver 25% and the City liable for 25% of damages. The City was liable due to the absence of a stop line at the stop sign which constituted a state of non-repair. All of the defendants appealed the trial decision. The Court of Appeal dismissed the action against the second driver and increased the proportion of liability for the City to 33.33%. The damages awarded were \$15.5 million inclusive of PJI; exclusive of Third Party Costs, Disbursements and HST. The City should have only been responsible for \$5.166 million in damages plus their proportional share of Third Party Costs, Disbursements and HST. Since the at fault driver only had \$1 million in auto limits,

as a result of joint and several liability, the City was responsible to pick-up the shortfall. In the end, the City's exposure to the claim increased to \$14.5 million plus \$480,496 in Third Party Costs, Disbursements and HST. This represented approximately 93.5% of the total damages awarded.

A second example from 2015 involves a child who was severely injured when struck by a vehicle at a city cross section. The claim against the City was threefold:

1. Did the crossing guard leave before the assigned time?
2. Was the City negligent for operating a crossing guard program that provided for the guard to leave ten minutes before classes start?
3. Did the City fail to fulfil its statutory duty to keep the intersection in good repair – should the loss location have had a reduced speed limit?

The quantum of damages was agreed upon before trial at \$7.85 million plus expenses. The trial was required to apportion liability among the three parties. The initial ruling was that the plaintiff received no apportionment while the driver and City were each assessed 50% contributory negligence. Again, the driver only had \$1 million in auto limits and the City was required to absorb an additional \$3.9 million plus expenses. The City's final proportion of costs equated to 87%.

There are numerous examples where municipalities have a strong liability defence, however they face significant risk of joint and several damages. Many of these claims are settled out of court to avoid these excessive joint and several costs. Quantifying the impact of joint and several damages on municipalities is very challenging since the objective in many cases is cost avoidance.

Although joint and several liability has had a significant impact on municipalities, it is only one of many cost drivers. A change in joint and several liability that favours municipalities will not absorb or offset the impacts of the current hard market.

## **Class Actions**

When a large group of people are collectively harmed they can collectively bring an action before the Court. Class actions are an economical way of bringing suit because the expenses are shared among many parties. In addition, where the group can't afford the expenses to bring a class action forward, a government fund has been created to assist them. It has become increasingly difficult to successfully oppose class certification in all jurisdictions. Courts are more readily willing to certify class actions. Recent examples of class actions include: 1) Claims against a Health Department for negligent inspection of a public swimming pool which led to infectious disease of claimants. 2) Claims against a municipality by charitable organizations for the collection of taxes for which the municipality did not have the authority to impose. 3) Claims against municipalities related to property damage arising from flooding following a rain event and the legal risk associated with stormwater management.

If liability is found against the municipality, the damage award can be significant depending upon the number of people in the group. However, more importantly, the cost of defending class actions is very high. For example, a recent class action claim commenced against a municipality for breach of privacy had 85,000 potential claimants as per the pleadings. Through the legal process it was finally determined that there were only 40 claimants. After careful review of all the submissions by claimants, the claim was settled. All but one of the claims were rejected for a total damage payout of \$113.04. Third-party legal costs, defence costs and expenses totaled approximately \$1,335,000.

Municipalities traditionally have provided Long Term Care (LTC) services. COVID-19 has resulted in a number of class actions suits filed against municipal LTC homes. This recent development adds another challenge to the municipal sector in terms of additional drivers regarding the rising cost of claims.

Although some provinces have implemented protections against these class actions, fundamentally these impacts will take a long time to materialize as these cases will be resolved through the court systems.

### **Changing Legal Landscape (Social Inflation)**

IPE has for some time recognized that societal changes have increased the cost of claims. Presently this phenomenon is impacting all segments in the insurance space. The term to describe this is social inflation.

Court decisions have shown a reluctance to assign contributory negligence to claimants that have been catastrophically injured. For example, consider *Stephen Campbell et al. vs. the Municipal Corporation of the County of Bruce*.

This was an occupier's liability claim in which the claimant cyclist was advancing over a "free fall" apparatus at the municipality's adventure park, when he fell off the obstacle, rendering him a quadriplegic.

The plaintiff testified that he was a relatively active middle-aged man with extensive experience road and mountain biking. He knew there were risks of injury associated with mountain biking, he understood the rating system used at the bike park and that it was an unsupervised, non-fee-paying facility. The plaintiff observed the signs requiring him to ride within his own abilities and risk and to wear a helmet, although he did not do so on the first day. With respect to the incident itself, the trial judge noted that the plaintiff "overestimated his abilities and underestimated his skill required to successfully ride this teeter-totter". The trial judge noticed that Campbell "acknowledged that his exit strategy off of free fall was incorrect". Despite all this, the trial judge concluded that the plaintiff bore no contributory negligence in this case.

Recently, the Financial Services Commission of Ontario contracted an independent research company to collect statistics on motor vehicle accident claims. Here is a highlight of some of the findings and comparisons to their last study:

- 91% of the claimants had some type of legal representation (a 37% increase since last reported).
- 83% of claimants ultimately commenced legal action (an increase of 60% since the last report).

### **Damage Awards are Substantial**

Today, larger awards are more frequent. Court awards for severe bodily injury claims have increased dramatically in the last ten years. These awards are primarily driven by the costs of providing future care for catastrophically injured plaintiffs. Municipalities have a large exposure to this type and size of damage award and are currently feeling the impact through the cost of insurance. Listed below are the key drivers that contribute to the escalating cost of claims.

### **Future Care Costs**

Future care costs address the medical and non-medical needs of a person who has suffered a catastrophic injury. Future care takes into account the person's future needs that will enhance the person's life. Consideration is given to medications, rehabilitative needs, nursing, home renovations, orthotics, assistive devices, transportation, social outings, educational or vocational needs, housekeeping and personal care services, recreational activities and future medical complications.

Future care costs are by far the largest component of a serious bodily injury claim. Providing future care is extremely expensive. People with severe brain injuries, spinal cord injuries and multiple orthopedic injuries are living longer. Coupled with rising healthcare costs, the cost of future care has ballooned over the past five years.



Brain injury cases are the types of cases where future care awards are the most significant. In the past 10 years, IPE has seen a dramatic increase in the number of brain injury cases reported.

## Examples of Future Care Awards

IPE handled a claim in which a teenager was catastrophically injured when hit by a car in an intersection. The case was settled mid-way through trial for \$8,300,000. Future care accounted for \$5,000,000 of the settlement.

In *MacNeil vs. Bryant*, the Court awarded an \$18,427,207 judgement to a 15-year-old female who received a severe head injury as a result of a motor vehicle accident. Over \$15,000,000 of the award was for future care.

In *Sandhu vs. Wellington Place Apartments*, a severe head injury was sustained by a child who fell from an apartment window. The Court awarded a \$17,000,000 settlement which included \$11,000,000 for future care.

In *Marcoccia vs. Gill*, a 20-year-old male received catastrophic injuries as a result of an automobile accident. The Court award was in the range of \$15,500,000 as plaintiff counsel argued he would need 24/7 attendant care for the rest of his life.

In *Morrison and Gordon vs. Greig*, Gordon was rendered a paraplegic and Morrison sustained a catastrophic brain injury. Morrison was awarded \$11,500,000 and Gordon \$12,600,000.

As outlined in the cases above, future care costs ranged from \$5,000,000 to \$15,000,000 which had an immense impact on the total cost of these claims.

## What Factors are Impacting Future Care Assessments?

### Attendant Care

Attendant care, private duty nursing or a personal support worker is often required/demanded in the most serious cases. To help illustrate how these costs can escalate quickly, imagine a young person with a brain injury who has a 50-year life expectancy requiring 24/7 care. Attendant care for that person could easily cost millions. There are other providers of future care services including services such as: housekeeping, nanny services, lawn and home maintenance, speech therapists, psychological counseling, occupational therapy, personal support worker and employment counseling.

### Inflation on Medical Expenses

Statistics have shown that medical expenses inflate at a higher rate than average. Statistics Canada published inflation rates demonstrate that Health Care Services inflation exceeds CPI by 23.3% over the last 15 years. In the case of *MacNeil vs. Bryant*, the Court accepted the expert evidence that medical costs will inflate at a higher rate than average. Our medical system is currently strained and with no future relief in sight and medical service costs will increase as demand exceeds supply which could increase future care costs significantly.

### Management Fees

Awards for future care must be managed to ensure the capital provided lasts a lifetime and often neither the plaintiff nor the plaintiff's family is capable or experienced in managing a large sum of money. The Courts realize that a professional guardian needs to be hired to ensure the funds are properly invested and managed. Management fees are approximately 5% of the futures award but in *Sandhu vs. Wellington Place Apartments*, the management fee alone was well above at 15%.

## Interest Rate and Discount Rate Impact

Current interest rates are low. When a claim for future care is settled an insurer is paying a large sum of money today for an expense into the future. A discount rate, which is tied to interest rates, is used by Courts to assess the current value of this future expense. Until 2003, the rate was 2.5% on all damage awards for future losses. Since then, the rate was lowered to 0.1% for the first fifteen years of the future award and 2.5% thereafter. This change has resulted in a minimum increase of 18% on these awards.

## Additional Heads of Damage

Loss of competitive advantage was introduced in the early 1980's. It was argued that a person, with even the most minor injury, was entitled to damages in the case of a job loss and/or the fact that a prospective employer may not hire a "damaged person". In 1980, this head started at a \$5,000 award. Today, it can be valued at \$100,000 or more.

Loss of Interdependent Relationship (LOIR) was first pleaded in the early 2000's. The damages are based on the fact a severely injured person may never have a spousal relationship, and benefit from the ability of two people living cheaper than one. When first pleaded this award was less than \$100,000 and has subsequently doubled.

## Municipal Claims Inflation

Claims inflation should not be confused with the Consumer Price Index (CPI).

CPI is an indicator of the changes in consumer prices experienced by Canadians. These items include food, shelter, transportation and clothing. The CPI is frequently used to estimate the extent to which purchasing power of money changes, so it is widely used as a measure of inflation. Since the onset of COVID-19 the cost of claims has been impacted due to increased material costs and supply chain issues.

Inflation on municipal claims is a very different concept. Actuaries refer to this concept as trending. Actuaries take a measurement of claims trending on a large book of business, such as Ontario municipal liability, and will use this information to determine appropriate rate adjustments. To determine the level of trending in the municipal portfolio the actuary considers trends related to both claims severity and claims frequency. This is a predictive measure used to estimate future expected values by analyzing historical data and other relevant information. They also take into consideration jury awards, court decisions, changes to legislation, emerging trends that may impact the claims as well as any professional fees for lawyers, adjusters, and experts.

IPE has a large statistically relevant municipal database established over 95 years of working with our clients. Taking all factors into account, our actuaries estimate that municipalities have a claims cost trend that is well above CPI.

## Emerging Issues: Frequency of building inspection E&O claims

We are presently seeing an influx of E&O inspection claims and are closely monitoring this development. Specifically, we have experienced a 21% increase in number of annually reported new claims in the 5 year period leading up to 2022.

## The Big Picture

Over the course of our nine decades of successful and continuous business in Canada, IPE has watched as new insurers have entered and exited the municipal insurance sector. Many have underestimated the long tail nature of municipal liability claims. They thought they could deliver coverage to the marketplace

at a discount, only to find out within a few years that they lacked sufficient premium to pay the cost of claims. The only solutions available at that point was to either raise their clients' premiums to the appropriate level or exit the business, sometimes leaving municipalities without insurance coverage.

In 2016, OMEX discontinued underwriting operations. As reported in Canadian Underwriter in 2016, OMEX "has struggled in recent years to grow in an extremely soft insurance market and a highly competitive business environment. This low pricing environment combined with the impact of joint and several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments." Insurance providers that do not have a long-term perspective will not survive.

IPE's long-term, sustainable model has stood the test of time. Some brokers in the municipal insurance space frequently change insurers so that they can continue to offer deeply discounted premiums at the expenses of other critical elements of a value proposition. Due to the hard insurance market, some brokers are struggling to find a market that will offer insurance to municipalities.

IPE partners with insurance companies that understand the high risk and the long tail nature of municipal liability claims. Together, we recognize that as the cost of claims continues to rise, premiums must adjust accordingly. We validate pricing decisions with actuarial reviews that ensure the long-term sustainability of our product and the continued ability to provide broad insurance coverage and our top quality, local risk management and claims services. Our actuarial studies are based on decades of data from the experience of hundreds of Canadian municipalities.

The rising cost of claims and the impact on insurance premiums is a critical issue to manage as part of an organization's overall risk management plan. We believe it is very important for all clients to understand the factors that are driving up the cost of claims and the long-term dangers if municipalities and insurers are not managing this risk proactively. While there may be opportunities in the marketplace where some insurers are prepared to underprice their product, it must be understood that this eventually leads to realistic premium levels as the impact of claims is realized.

Municipalities need to be certain they have the appropriate insurance protection for their assets and liabilities on an ongoing basis. The purchase of sustainable and appropriately priced insurance and a robust risk management program must remain at the core of their insurance program.

Each municipality must be informed of how their insurer provides risk management and claims services. Ask questions about claims management:

- How does your insurer manage claims?
- Are all primary lines serviced by one Canadian provider under "one roof" or by multiple insurers in various countries?
- Does your insurance provider utilize best practices to manage their claims volume?
- What is the cycle time of claims?
- Are older claims increasing in proportion?
- Is the legal spend being managed appropriately?
- Some municipalities have large deductibles – can your insurance provider assist with implementing a best practice environment in your municipality?
- In some municipalities the cost of claims below the deductible is the largest expenditure of the insurance program. Is the cost of consulting services covered by the premium or does your insurance provider charge additional fees?

Municipalities have long tail claims – managing claims properly will reduce municipal expenses.

Ask questions about risk management:

- What risk management services does your insurer provide?
- Do they utilize a tailored approach or are the risk management services generic and not industry/geographically specific?
- Can their staff perform a road review, MMS review, inspect a toboggan hill, playground equipment or trail?
- Does your insurance company provide you with the tools to mitigate risks?
- Municipalities must do everything they can to protect systems from hackers and social engineers. Implementing cyber security standards and routine education for staff on the latest 'fraud' techniques' can help. Insurers are now requiring organizations to have minimum security standards in place **before** cyber insurance can be considered, including:
  - Multi Factor Authentication (MFA)
  - Disaster Recovery Plan and Business Continuity Plan
  - Annual phishing training
  - Email filtering systems
  - Regular security software updates
- Is the cost of the risk management services covered by the premium or does your insurance provider charge additional fees?



# Transition Plan

## Making the Switch to Intact Public Entities

When considering a change in insurance carriers, the transition process must be seamless. This is important, as it is imperative that the transition does not cause any gaps in insurance coverage or service interruptions.

Intact Public Entities has transitioned numerous municipal insurance programs across Canada from both reciprocal carrier models and traditional broker models. We understand the necessity for this experience to be as straightforward as possible.

Your Regional Manager, Tony Commisso, will personally lead your transition to Intact Public Entities, should we be the successful proponent.

Our priority is ensuring your insurance program is setup properly, quickly and to your satisfaction. This includes issuing insurance certificates and policy documents as soon as reasonably possible.

Any coverage questions, certificate requests or policy changes can be sent to your Intact Public Entities Regional Manager, who will provide prompt and professional customer service.

Intact Public Entities is offering the Municipality of Arran-Elderslie access to our full suite of complimentary Value Added Services:

- Road Risk Reviews
- Educational Seminars
- Contract Reviews
- Guidewire Claim Center
- Asset Valuation and Risk Inspections
- Policy and Procedural Reviews
- Cyber Risk Preparedness
- Risk Management Centre of Excellence
- Claims History Analysis
- Driver Training
- Fleet Management Evaluations
- MMS Compliance Reviews

In addition, the Municipality of Arran-Elderslie will benefit from our relationship with key strategic national and provincial associations. This includes access to exclusive seminars, conference and training sessions as they become available. You will receive an invitation via Tony Commisso or the Intact Public Entities Marketing team. The Municipality is welcome to attend all Intact Public Entities sponsored receptions usually tied to municipal conferences and tradeshows.

Because our office is centrally located, members of your Account Management Team are available to provide customer service on an on-going basis, whether over the telephone or in person. This includes our in-house team of Marketing, Underwriting, Claims and Risk Management experts.

Once you have made the decision to place your insurance through Intact Public Entities, your Regional Manager will be in contact to arrange a meeting (at your convenience) to discuss your policies, sign necessary documentation, and address any questions or concerns you may have.

Throughout each insurance term your Regional Manager will be in regular contact with you to ensure satisfaction. You will also know about any new products and/or services as soon as they become available.

Together, Intact Public Entities will work to provide the Municipality with a first-class insurance program, coupled with outstanding customer service and complimentary risk management and claims management value added services.

We look forward to welcoming Municipality as an Intact Public Entities client.

Intact Public Entities/ Municipality Meeting	Insurance Program and Claims Management	Loss Control and Risk Management
Within 10 business days of being awarded the contract	Within 10-15 business days of being awarded the contract	Within 30 business days of being awarded the contract
<ul style="list-style-type: none"> <li>• Set up on-boarding meetings with Municipality.</li> <li>• Establish an Insurance Renewal Timeline in preparation for the expiring date of your current program.</li> <li>• Organize all required applications to be completed with the assistance of the Intact Public Entities Team.</li> <li>• Eliminate and qualify all subjectivities of underwriters to ensure compliance.</li> <li>• Confirm and update all final details or adjustments to be added to program and included in the new policy documents.</li> </ul>	<ul style="list-style-type: none"> <li>• Perform audit of the Municipality's insurance policies/products and identify important dates.</li> <li>• Introduction to claims advocacy and Claims Team.</li> <li>• Request updated claims experience and review current open claims to establish best way forward for each claim.</li> </ul>	<ul style="list-style-type: none"> <li>• Overview of Risk Management Program and establish key future dates for service activity.</li> <li>• Introduction to risk management advocacy and Risk Management Team.</li> <li>• Completion of risk management seminar and delivery of risk assessment.</li> <li>• Attend any previously scheduled loss control meetings as required.</li> </ul>

# Risk Management Services

## Comprehensive Five-Year Risk Management Plan

A solid risk management program is an important factor when considering your overall insurance program provider. You want services delivered by professionals that actively reduce the frequency and severity of loss because these factors impact your claims experience.

In addition to day-to-day risk advice, Intact Public Entities is pleased to present the Municipality of Arran-Elderslie with a complimentary multi-year plan designed to have a positive effect on your overall risk performance.

Complimentary Risk Management Services	2022-2023 Policy Term	2023-2024 Policy Term	2024-2025 Policy Term	2025-2026 Policy Term	2026-2027 Policy Term
<b>Asset Valuations and Risk Inspections</b>	As outlined below				
<b>Road Risk Assessment</b>	Available upon request		Available upon request		Available upon request
<b>Driver Training</b>		Available upon request		Available upon request	
<b>Fleet Management Evaluation</b>		Available upon request		Available upon request	
<b>MMS Compliance</b>	Available upon request		Available upon request		Available upon request
<b>Policy and Procedural Reviews</b>	Available upon request throughout all Policy Terms				
<b>Contract Reviews</b>	Available throughout all Policy Terms				
<b>Claims History Analysis</b>	Available upon request throughout all Policy Terms				
<b>Risk Management Centre of Excellence</b>	Available throughout all Policy Terms				
<b>Educational Training</b>	1 session - topic to be chosen by Municipality	1 session - topic to be chosen by Municipality	1 session - topic to be chosen by Municipality	1 session - topic to be chosen by Municipality	1 session - topic to be chosen by Municipality

For complete descriptions of all risk management services, please refer to the following pages.

## Schedule of Risk Inspections

We have selected the following locations for a complete risk inspection service including property valuations. The inspection services will be provided by Cody Mader, Risk Inspector and Jeff Price, Manager of Loss Control. Should the Municipality of Arran-Elderslie wish to amend the listed property schedule, we would be pleased to accommodate.

### 2022 – 2023 Term

- Arena/Community Hall/ Lounge/ Curling Rink, 130 & 150 Hamilton Street, Tara
- Fire Hall, 72 Yonge Street N, Tara
- Offices/Equipment Garage (Tara), 205 Mill Road, Invermay
- Tara Library, 69 Yonge Street N, Tara
- Pool/Changerooms, 15 White Avenue Se, Tara
- Pumpstation #4, 158 Yonge Street N, Tara
- Standpipe, 158 Yonge Street N, Tara

### 2023 – 2024 Term

- Arena/ Curling Rink/ Hall/ Legion, 391 Queen Street N, Paisley
- Fire Hall, 382 Goldie Street, Paisley
- Office/Equipment Garage Building (Paisley), 281 Alma Street, Paisley
- Municipal Offices/Auditorium, 338 Goldie Street, Paisley
- Hose Tower/Storage Building, 292 Water Street, Paisley
- Paisley Library, 274 Queen Street N, Paisley
- Medical Centre, 127 Victoria Street S, Paisley
- Museum, 407 Queen Street N, Paisley

### 2024 – 2025 Term

- Arena/Community Hall/Curling Rink, 129 Fourth Avenue Se, Chesley
- Storage Building, Behind Chesley Arena, Chesley
- Pavilion, Behind Chesley Arena, Chesley
- Mortuary/Storage Building (PI-149), Park Lt, Chesley
- Fire Hall, 211 First Avenue N, Chesley
- Offices/Equipment Garage (Chesley), 1921 Bruce Road 10, Township of Elderslie
- Municipal Office, 1925 Bruce Road 10, Chesley
- PUC. Office/OPP Office/ Theatre, 112 First Avenue, Chesley

### 2025 – 2026 Term

- Sand & Salt/ Equipment Storage, 1921 Bruce Road 10, Township of Elderslie
- Arkwright Community Hall, 648 Bruce Road 17, Arran Township
- Storage Shed, Riverside Park, Paisley
- Dugouts, Riverside Park, Paisley
- Paisley Sewage Plant, 332 North Street, Paisley
- Standpipe/Valve Chamber, Alma/Albert Street, Paisley

### 2026 – 2027 Term

- Chesley Library, 73 Second Avenue Se, Chesley
- Medical Centre, 33 Second Street Se, Chesley
- Lift Station, First Avenue N, Chesley
- Blower Building/Aluminum Building, Fourth Street S, Chesley
- Operations Centre/Garage, 1 Riverside Drive, Chesley
- Standpipe, 84 Tower Road, Chesley
- Arran-Elderslie Water Treatment Plant, 129 Fourth Avenue Se, Chesley



# Complimentary Risk Management Services

## Asset Valuation and Risk Inspections

Our team of Risk Inspectors work to determine the construction details, update the use and occupancy classification, and produce a photographic inventory of municipally owned assets. From our inspections we are able to provide our clients with calculated reconstruction costs for insurance purposes. This enables us to ensure that all assets have adequate insurance to value. Our proposed reconstruction cost values are based on costs to repair, replace or reconstruct, as closely as possible, damaged property with new materials of like kind and quality and for similar occupancy.

Intact Public Entities' loss control inspectors are either Professional Engineers, Certified Engineering Technologists or have backgrounds in loss control. They have a strong understanding of the various provincial and national model codes as well as other relevant standards.

As members of our loss control team, they have all received specialized training in Heritage/Historic buildings, green buildings, LEED criteria, BACnet, bleachers and grandstands, wind turbines, geothermal and solar power. In addition, each inspector is a Registered Playground Practitioner and can provide expertise with respect to CSA standard Z614 (Children's Playspaces and Equipment).

Our inspectors provide information regarding earthquake exposure zones and classifications with respect to fire protection status (FUS) for your locations. Due to the varied backgrounds and experience of our inspection team, they can provide a unique perspective to the different situations that can occur in your municipality. They have access to the various building and fire codes and are familiar with the accessibility requirements applicable in context of our policy wording for replacement/reconstruction to the latest legislation.

During their inspections, the inspectors will also analyze your facilities and provide risk recommendations to help reduce the incidence, frequency and severity of claim and liability issues.

Our liability inspection services also extend to trails; playgrounds; toboggan hills and any sport playing fields or parks as well as any open spaces.

As a result of our inspection, you will receive a report that will include a photographic inventory of all premises inspected; recalculated values for insurance purposes as well as any risk recommendations.

Our loss control services include at no cost the property valuation and risk inspections to identify potential risks that could result in injury, property loss or litigation, and to suggest corrective measures, which may control or reduce the possibility of these situations from occurring. The reported hazards are prioritized and timelines for compliance are provided.

This service is available at no additional cost.

## Roads and Sidewalks

### Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk.

In order to help municipalities minimize their exposure to non-repair of road claims, Intact Public Entities has an experienced Roads Specialist to provide our municipal clients with road risk assessments. These assessments can include any of the following:

- Adequacy of documentation
- Compliance to the Ontario Traffic Manual
- Adequacy of current policies and procedures
- A review of select road segments with a focus on:
  - Adequacy of the road for alternative uses such as bicycle facilities and Off-Road Vehicles
  - Adequacy of pavement markings, warnings and regulatory signs
  - Identification of hazards within the roadside

Our sidewalk consulting services can help reduce the frequency of falls on your sidewalks.

Alternatively, the Municipality may choose another area of concern.

A report will be presented to the Municipality of Arran-Elderslie and a collaborative discussion will follow complete with recommendations for improvements if warranted.

This service will be provided by Brian Anderson, Intact Public Entities' Road Specialist.

This service is available at no additional cost.

### Driver Training

Intact Public Entities has launched a new Driver Training service. We can provide your staff – from fleets to individual drivers – with comprehensive driver training. We have seminars, tools and guidelines to assist with everything from pre-employment checklists and Driver Management Policies to Defensive and Cooperative Driving education.

This service is available at no additional cost.

### Fleet Management Evaluation

Intact Public Entities can review your municipality's fleet risk management practices and discuss opportunities for risk improvement to help to support your ongoing efforts.

The fleet review service includes:

- Management structure with the fleet operations
- Areas of operation/travel
- Driver training/hiring practices
- Vehicles and equipment controls/management
- Loss management controls and analysis
- General safety practices

This service is available at no additional cost.

## Minimum Maintenance Standards (MMS) Compliance

Ontario Regulation 239/02 Minimum Maintenance Standards for Municipal Highways (MMS) were developed under the authority of Section 44(4) of the Municipal Act a defence in non-repair of roadway and sidewalk claims. To use this statutory defence in court, a municipality must be able to show through documentation that it met the minimum standards, as defined in Regulation 239/02. Documentation and record-keeping are critical.

Our MMS Compliance review focuses on reviewing the municipality's policies/procedures/documentation and comparing these to the standards set in the MMS.

A report will be presented to the Municipality and a collaborative discussion will follow complete with recommendations if warranted.

This MMS Compliance Review will be provided by Brian Anderson, our Road Specialist.

This service is available at no additional cost.

## Reviews and Analysis

### Policy and Procedural Reviews

We can help the Municipality audit systems and processes to reduce potential losses within your organization. Our reviews focus on identifying any gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures. A report is presented to you with recommendations if warranted.

This service will be provided to the Municipality of Arran-Elderslie by Melanie Marsh, Risk Analyst.

This service is available at no additional cost.

### Contract Reviews

Intact Public Entities has reviewed thousands of contracts on behalf of municipalities. One major purpose of a contract is to ensure that the assumed risks are identified and managed. The contract cannot make the risk disappear, but it should determine who is responsible for its management and financing. Insurance is the most widely accepted means of financing contractual risks. But, in order for insurance to be an effective financing vehicle, the risks must be identified and then supported by the correct insurance coverages to minimize your financial exposure.

We provide you with a contractual risk assessment and recommendations to help you determine the most appropriate liability transfers and the subsequent required insurance coverages. Our contract reviews have included Boundary Road Agreements; Government Funding Contracts; CN/CP Rail, 407 ETR and MTO Road Overpass Construction Agreements; Shared Services; Mutual Aid; Developers' Agreements; Solar and Wind Turbine Installations; Third Party Service Agreements for the Operation of Wastewater and Water Treatment Facilities; Marina Leases, Special Events Agreements as well as various Construction Contracts, to name a few. This service also includes a review of the insurance requirements in Tender and RFP documents and supporting Certificates of Insurance.

To further support our municipal clients, Intact Public Entities has developed an exclusive and extensive insurance requirement contract guideline workbook. This guideline addresses a number of common contracts that municipalities enter into, for example Summer Road Construction; Winter Road, Parking Lots and Sidewalk Maintenance; Construction of New Facilities; Culvert and Overpass Construction; Underground Infrastructure Repair and Replacement; and provides the suggested insurance wordings. All your staff have to do is "cut and paste."

This complimentary service is among our most popular because a third party contract review has the ability to make a substantial difference.

This service will be provided by Jennifer Sandison, Paralegal.

This service is available at no additional cost.

## Claims History Analysis

In addition to having an in-house Risk Management department, Intact Public Entities also has an in-house Claims department. Team members from both departments are able to easily liaise with one another on an ongoing basis. If the Claims Department identifies an issue during the investigation of a claim, such as a sidewalk trip hazard that the Municipality identified but never repaired, they will forward a risk management referral to the Risk Management Department. The Assessment and Solutions Manager will review the issue and provide the appropriate marketing representative with input to help prevent a future claim. A Risk Inspector may also be assigned to investigate the issue and recommend a solution.

This open channel of communication gives us the ability to offer our clients a claims history analysis that focuses on the predominant sources of their claims. After completing the review, we can then provide a risk management program to help eliminate many of these sources.

Our claims reviews are utilized by many of our clients and we always include a claims review while completing a policy and procedure review.

This service will be provided by Tracy Eso, Assessment and Solutions Manager.

This service is available at no additional cost.

## Risk Management Centre of Excellence

The Intact Public Entities Risk Management Centre of Excellence is an online resource that provides clients with information and tools needed to manage various risk issues. The Risk Management Centre of Excellence was created to help our clients become more proactive regarding risk mitigation.

Legislative amendments and new service demands from your community can quickly change your risk profile. When this happens, you need to make smart decisions around your existing risk management strategy. Intact Public Entities partners with local, provincial and national professional associations in addition to numerous Provincial Ministries to share knowledge and resources. Our articles are written by professionals from a cross section of disciplines with a focus on comprehensive information that you will find useful and easy to understand.

This tool is available 24 hours a day, 7 days a week to all staff and can be accessed from any electronic or mobile device. There are currently over 300 articles on the Centre of Excellence.

We have included sample Centre of Excellence articles for your review.

This service is available at no additional cost.

## Seminars and Training

### Educational Training

We can develop customized sessions on specific risk issues for your municipality. These customized sessions can be tied to a claims review; documentation review; policy & procedure review or any risk issue facing your municipality.

We can also provide training through webinars on any topic of your choosing. The webinars will be developed and delivered by specialists in the topic of your choosing. We will also record these webinars and make them available to you so your managers can use them at any time to train new staff or as a refresher for existing staff.

Over the past three years, we have provided 180 risk management training seminars to more than 12,000 participants.

Our plan for the Municipality of Arran-Elderslie includes 5 seminars with the topics chosen by the Municipality. This service will be provided by the subject matter expert.

This service is available at no additional cost.



## Regional Training Sessions

Every year Intact Public Entities hosts regional sessions throughout Ontario. In previous years, we have offered sessions on Building Inspection Losses; Fleet Safety; Non-repair of Roads, Road Safety and Occupier's Liability. In 2019, we offered sessions on Minimum Maintenance Standards and the Ontario Traffic Manual. In early 2020, we offered sessions on Arena Refrigeration Plant Compliance Awareness. Despite restrictions due to COVID-19 the Intact Public Entities Risk Management Team offered webinars on the following topics:

- Ontario Regulation 239/02 Minimum Maintenance Standards and Winter Operations Preparedness
- Vision Zero – A Traffic Safety Initiative
- Legal, Cyber and Risk Management Resiliency in a Pandemic
- Road Patrol – Observations to Actions
- Social Engineering and Cyber Attacks – Today's Reality

This service is available at no additional cost.

## Ontario Traffic Manual Technical Training

Intact Public Entities has partnered with Ontario Good Roads Association (OGRA) and the Association of Ontario Road Supervisors (AORS) to provide technical training on several books of the Ontario Traffic Manual series. These sessions will be offered at various times and locations throughout the province. These sessions are being considered by AORS to be an elective for Certified Road Supervisor – Intermediate accreditation.

This service is available at no additional cost.

## Intact Public Entities Institute of Municipal Risk Management

Register for courses specific to your role as a Councillor or Municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and will feature a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit [municipaleducation.ca](http://municipaleducation.ca) for more information or to register.

See each course for registration fee.



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: December 12, 2022

Subject: SRFIRE.22.10 Fire & Emergency Service – Cost Recovery for Fire Response and Related Fees and Charges By-Law

Report from: Steve Tiernan, Fire Chief

Tracey Neifer, Treasurer

Appendices: Appendix A – 2022 Fees & Charges By-Law – Schedule K  
Appendix B – Fire Billings to Date  
Appendix C – Fees and Charges – Other Municipalities  
Appendix D – Agency Agreement – Fire Marque Inc.

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### **Recommendation**

Be It Resolved that Council hereby,

1. Support the recovery of appropriate fire and emergency fees subject to an upset limit of homeowners or tenants' insurance coverage for fire response;
  2. Support that should the homeowner or tenant not have insurance coverage no further financial burden will be placed on the homeowner/tenant;
  3. Direct staff to enter into an agreement with Fire Marque Inc. to appoint them as Agent for the purposes of filing claims on behalf of the Municipality and to recover any insurance proceeds from the insurers of the affected parties; and
  4. Staff bring forward an updated Fees & Charges By-Law that provides for the collection of fire recovery fees to be in accordance with available homeowner/tenant insurance as part of the 2023 Budget process.
- 

### **Report Summary**

To inform Council of the Municipality's current process for invoicing of the Fire Department costs related to fire responses, such as structure fires and motor vehicle

accidents, as a cost recovery for the Department and how it relates to the Municipality's Fees and Charges By-Law.

The report also includes reference to cost recovery services provided by Fire Marque, as being recognized as a cost-effective means to cost recovery for structure fire response.

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## **Background**

On an annual basis the Municipality adopts a Fees and Charges By-Law during the budget process which sets out the departmental fees for services provided by the Municipality. Some of the costs, such as those reflected for the Fire Department, are on a cost recovery basis. **Appendix A** is the Fire Department Schedule from the 2022 Fees and Charges By-Law.

In early 2022 a wholesome review was completed resulting in some additional fees being added to the Fire Department fees and charges and approved at the time of Capital and Operating Budget approval.

The changes that were added are as follows.

- Inspection rate increase from \$55.00 to \$65.00
- Response to Structural Fires, Commercial or Residential
- Wildland fires through carelessness
- Rental of Special Equipment to determine origin and cause, suppress or extinguish fires, preserve property, prevent fire spread, make property safe
- Decontamination and cleaning of all PPE after Structure Fire or Hazardous Material Call
- Fire Watch or Stand By for other outside agencies with apparatus
- 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 (i.e.: Excavator, drone, other agencies for assistance)

When reviewing and updating the 2022 fees and charges by-law, other municipal fees and charges by-laws were reviewed to stay consistent with what other municipalities were using for municipal cost recovery. **Appendix C** is a summary of fees and charges from surrounding municipalities. The data gathered reflects a consistent approach between municipalities in the fee structures adopted, which is comparable to the revisions made by Arran-Elderslie in 2022.

## **The invoicing process for cost recovery**

Invoicing for fire calls within the Municipality is supported by a records management system called FirePro. After a call, the District Chief in charge of the fire station, will enter data into FirePro, including the length of the call, apparatus used, firefighters on scene and any consumables that may have been used during the incident.

The Fire Chief will compile the information and forward to the Finance Department for an invoice to be created for structure fires, motor vehicle accidents (MVC's) and fire inspections. It should be noted that staff do not have the authority to alter an invoice or negotiate for a lesser charge through the adjustment of incident or apparatus hours, or firefighters on scene. Invoices are processed in accordance with the Fees & Charges By-Law.

The current Fees & Charges Bylaw does not have a maximum or cap on the fees charged.

**Appendix B** provides a summary of invoicing completed by the Municipality as of November 30, 2022, also noting the hours for fire response. An incident on March 27<sup>th</sup> in Chatsworth which Arran-Elderslie Fire Department responded to reported substantial hours for this incident represents 41.7% of total truck hours and 91.2% of firefighter hours.

### **Third party cost recovery**

Many municipalities use a third party to work on behalf of the municipality in collecting payment from the insurance company, as identified in the homeowner's policy for fire response, and in line with their respective fees and charges by-law. Navigating the insurance company's procedures for payment can be time consuming and costly to a municipality. Staff time is tied up to pursue collection of payment with the property owner and the insurance company. Using a third party removes the additional staff time trying to navigate the insurance providers paperwork needed for payment and adds an efficiency in collections due to their knowledge and experience in this area.

### **March 27, 2022, Incident**

To provide some history on the substantial hours completed to one incident in 2022 was from a structure fire in late March 2022. Chesley Station 90 was paged out at approximately 7:30pm for a structure fire in Chatsworth Township (an area that the Municipality covers with an aid agreement). The incident commander recognizing the snow conditions and freezing temperatures activated station aid from Paisley Station 80, requesting a full response. Tanker support was also requested from Chatsworth and Elmwood stations, as well as the Air Support Unit from the Inter-Township fire department.

Due to the structure having a steel roof on top of an existing roof, and being renovated inside, with many drop-down ceilings and void spaces, it made interior firefighting operations difficult. The final piece of fire apparatus left the scene at 5:00am the next morning. During fire operations there were 9 fire apparatus and 41 firefighters attending the scene.

The current Fees & Charges Bylaw does not address the minimum or maximum (rate of insurance coverage). The cost of the fire charges for this incident were substantial. No fees have been collected to date for the costs incurred.



## **Analysis**

The use of cost recovery in the municipal environment has been used for many years to off-set municipal tax increases. As we move into 2023, the Fire Department, as well as other departments, continue to look at cost recovery measures with the annual review of the Fees & Charges By-Law.

Due to the fact the current By-law does not provide for a maximum cap or respective to insurance that is available by the incurred for this purpose. Staff are recommending the Fees & Charges Bylaw be amended to reflect this change.

The intent of this policy is not to create undue hardship on the public but to recoup expenditures incurred that are covered through appropriate insurance.

Similar to the approach taken by South Bruce Peninsula only properties with insurance policies providing for this type of coverage are involved in cost recovery of fire department expenses. It also should be noted that the Fees and Charges Bylaw would also indicate that fees could be added to the tax account, if the homeowner receives the insurance payment for fire services directly and will not provide the payout intended for that purpose to the municipality.

In addition, it has been determined that many municipalities use, Fire Marque Inc., for cost recovery from the insurance companies. In **Appendix C**, the analysis shows 5 out of 9 municipalities reviewed are currently working with Fire Marque Inc.

Based on a review of Grey and Bruce County municipalities, the following chart summarizes whether or not the municipality has fire services included in their Fees & Charges & By-law, and whether those fees are collected through the services of Fire Marque Inc.

## Collection of Fire Charges

Municipality	Collect	Fire Marque
<b>Bruce County</b>		
Arran-Elderslie	N	N
Brockton	N	N
Huron-Kinloss	Y	Y
Kincardine	Y	Y
Northern Bruce Peninsula	N	N
Saugeen Shores	Y	Y
South Bruce	Y	Y
South Bruce Peninsula	Y	Y
<b>Grey County</b>		
Chatsworth	Y	Y
Georgian Bluffs	Y	Y
Grey Highlands	Y	N
Hanover	Y	Y
Meaford	Y	Y
Owen Sound	Y	Y
Southgate	Y	Y
The Blue Mountains	Y	Y
West Grey	Y	N

Staff believe that the use of Fire Marque Inc. would serve the municipality well moving into the future.

**Appendix D** is an Agency Agreement that the municipality would enter into with Fire Marque, for the purpose of collecting fire structure response fees. The other fees and charges as noted in the Fees and Charges By-Law will continue to be managed through the Finance Department.

The agreement with Fire Marque will be for an initial three-year term, with a fee structure based on 30% of all Emergency Cost Recovery Proceeds.

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

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.6 Modernizing Services

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

Due to the rising costs associated with operating a Municipal Fire Service, municipal staff consistently strive to follow best practices in cost recovery through continual discussions and reviews of other municipalities.

Moving into the future without cost recovery, the possibility of a tax increase would have to be considered to off-set operating and future capital needs of the Fire Department.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

Fire Department Fees

DESCRIPTION	FEE	HST	TOTAL
OFC Deficiencies or No Deficienies 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 Hr	Exempt	\$65.00
Commercial/Industrial/Institutional Inspection	\$65.00 Per Hour, Minimum 1 Hr	Exempt	\$65.00
Inspections Requiring Outside Agencies	Actual Cost		
Fire Safety Inspection (Including Written Report)	\$65.00 Per Hour, Minimum 1 Hr	Exempt	\$65.00
Fire Safety Plan Review / Approval	\$65.00 Per Hour, Minimum 1 Hr	Exempt	\$65.00
Fire Drill Approval and Observation	\$65.00 Per Hour, Minimum 1 Hr	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



Appendix A  
2022 Fees Charges Bylaw - Schedule K

Fire Department Fees			
DESCRIPTION	FEE	HST	TOTAL
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 Current MTO Rate per apparatus, per half hour	\$509.89 \$254.95	Exempt Exempt	\$509.89 \$254.95
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 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 installation 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

Appendix A  
2022 Fees Charges Bylaw - Schedule K

Fire Department Fees			
DESCRIPTION	FEE	HST	TOTAL
Response Due to Gross Negligence or an Illegal Act			
Current MTO rate per truck, per hour	\$509.89	Exempt	\$509.89
Current MTO rate per truck, per half hour	\$254.95	Exempt	\$509.89
Commercial - Lock Box (Hardware only, No Installation)	Actual Cost	HST	
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	

**Appendix B**  
**2022 Fire Billings To Date**

**Fire Department Invoice Summary**  
**For the period January 1 to November 30, 2022**

*Including: Chesley, Paisley and Tara Fire Stations*

Inspections, Compliance Letters, Smoke Alarms	960.98
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Fire Response	64,013.10
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Structure Fires and Motor Vehicle Accidents	
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**	Truck Hours	105.5
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**	Fire Fighter Hours	266.5
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Other Charges	980.86
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	<b><u>65,954.94</u></b>
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**	One incident represents:
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Truck Hours	44	41.7%
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Fire Fighter Hours	243	91.2%
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## Appendix C

### Fees and Charges - Other Municipalities

#### Fire Department Fees & Charges Review of Other Municipalities

**\*\* Indemnification Technology - is a registered trademark of Fire Marque**

##### **Town of South Bruce Peninsula - By-Law 137-2021 - Appendix J**

→ Fire Apparatus Usage	Current MTO Rate
→ Fire Department Specific Response Fees - deemed to be recoverable through property insurance policies	Current MTO Rate
→ Hourly Rate per Firefighter	Actual Costs
→ Private Contractor, or costs associated with Heavy or Specialized Equipment	

**\*\* Indemnification Technology**

##### **Township of Chatsworth - By-Law 2020-91 - Schedule E**

→ Emergency Services, Motor Vehicle Accidents, invoiced to the vehicle owner's insurance provider, and to the owner where no insurance	Current MTO Rate
→ Third Party Services (Contractors) at Incidents	Cost Recovery

**\*\* Indemnification Technology**

##### **Municipality of Grey Highlands - By-Law 2022-012 - Schedule I**

→ Extraordinary expenses, such as rental equipment, cost of materials, damage, contractors, other Municipal Fire Departments	Actual Costs
→ Fire Suppression, Technical Rescues, Motor Vehicle Accidents, all other emergency incidents per apparatus	Actual Costs
→ SCBA Air Fill	\$7.50/\$8.50
→ Non-resident Motor Vehicle Collisions, maximum of 3 apparatus	Current MTO Rate + Firefighter Hourly Rate

##### **Municipality of South Bruce - By-Law 2022-70 - Appendix C**

→ Fire Response Fees - per vehicle, per hour, personnel costs, any additional costs, for each and every call. Should insurer pay the coverage to the property owner, the property owner is liable to remit these funds to the municipality or its representative	Current MTO Rate + Additional Costs
→ King's Hwy Response	MTO Rates
→ Non-Resident - Vehicular/Accident Calls - per hour/per vehicle	MTO Rates

**\*\* Indemnification Technology**



## Appendix C

### Fees and Charges - Other Municipalities

#### Town of Hanover - By-Law 3191-21 - Schedule H

→ Motor Vehicle Collision Fees, per unit/per hour	\$ 488.00
→ Technical Rescues, per hour	\$ 600.00
→ Fire Apparatus Stand By - Fire Scenes, per unit/per	\$ 488.00
→ Fire Apparatus Stand By - Technical Specialties,	\$ 600.00
→ Drone, per hour	\$ 200.00
→ SCBA Air Refills	\$ 10.00
→ Fire Response Fees, should an insurer pay the coverage to the property owner, the property owner is liable to remit these funds to the municipality	Current MTO Rates plus any additional costs

#### \*\* Indemnification Technology

#### Municipality of West Grey - By-Law 45-2021 - Schedule G

→ Responses - Wild land fires	\$ 488.00
→ Non-residential car fires and motor vehicle	\$ 488.00
→ Residential car fires	\$ 250.00
→ Residential Motor vehicle collisions to at fault drivers insurance co.	\$ 450.00
→ Multiple residential, multi dwelling structure fires	\$ 1,500.00
→ Residential and Residential out buildings structure	\$ 500.00
→ Commercial/Industrial/Agricultural structure fires	\$ 2,000.00
→ Fire Apparatus Stand by	\$ 450.00
→ Other items that are included are: tanker support, environmental service calls, special equipment or contractors, technical rescue	

#### Township of North Huron - by-Law 90-2021 - Schedule L

→ Motor Vehicle Collision, Dangerous Goods	Current MTO Rate, Personnel costs and Additional costs
→ Motor Vehicle Collision, Medical, Extrication, Fire Suppression, etc	Current MTO Rate, Personnel costs and Additional costs
→ Fire Department Response Fees	Current MTO Rate, Personnel costs and Additional costs
→ For repair or replacement of any fire department or municipal items consumed, dispensed, damaged or destroyed during the course of incidents in services provided	Cost plus \$25 for repair or replacement of items < \$500 each or cost plus 15% for all items valued >\$500

## Appendix C

### Fees and Charges - Other Municipalities

→ For recovery of costs invoiced to the fire department or municipality for any goods or services provided during the course of incidents in services provided	Cost plus \$25 for invoices < \$500 each or cost plus 15% for all invoices >\$500
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### \*\* Indemnification Technology

#### Township of Southgate - By-Law 2020-074 - Schedule B

→ Non-resident motor vehicle accident/collision/fire, maximum 3 apparatus	Current MTO rate plus hourly rate per firefighter
→ Other municipal departments or contracted services, for fire suppression, specialized rescue or investigation	Actual cost

#### Municipality of Northern Bruce Peninsula - By-Law 2022-46 - Section 2

→ Responses - Wild land fires	Current MTO Rate
Environmental service calls	Current MTO Rate
Costs of private contractors for Hazmat response	Actuals costs + admin
Use of special equipment, cause, suppress,	Actuals costs + admin
Provide security	Current MTO Rate
Technical rescue and Special services	Current MTO Rate

## APPENDIX D

### AGENCY AGREEMENT

**THIS AGENCY AGREEMENT** (the "**Agreement**") made the \_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**FIRE MARQUE INC.**

(herein after referred to as the "**Agent**")

- and -

**LEGAL NAME OF MUNICIPALITY**

(herein after referred to as the "**Municipality**")

**WHEREAS** the Fire Department attends, when required, at Incident Sites to provide emergency services;

**AND WHEREAS** the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

**AND WHEREAS** the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

**AND WHEREAS** the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

#### 1. DEFINITIONS

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident

Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

**"Fire Department"** means a group of firefighters authorized to provide fire protection services by the Municipality;

**"Incident Reports"** are the property statistical fire reports;

**"Incident Sites"** is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

**"Indemnification Technology®"** is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

**"Indemnitees"** means the Agent, its directors, partners, officers, agents, and employees;

**"Initial Term"** is the period commencing from the date of first written above and continuing thereafter for a period of five years;

**"Insurance Policies"** means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

**"Intellectual Property"** is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

**"Losses"** means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

**"Party"** or **"Parties"** is the Agent and the Municipality;

**"Municipality"** is - Legal Name ;

**"Renewal Term"** is a renewal term of 3 years;

**"Term"** is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

**"Termination Date"** is the date this Agreement terminates in accordance with Section 14; and,

**"Third Party Fire Departments"** is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.



**2. TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

**3. APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

**4. AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

**5. MUNICIPALITY'S OBLIGATIONS**

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
  - (i) the purchase of equipment for the Fire Department

- (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
- (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

## 6. AGENCY FEE

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

## 7. TAXES

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

## 8. INTELLECTUAL PROPERTY

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and confidential procedures for recovering funds for Fire Departments and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.

## 9. AUDIT

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

## 10. UNRECOVERABLE EXPENSES

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

## 11. INCIDENTS ATTENDED TO BY OTHERS

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

## 12. LIMIT ON LIABILITY

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

### 13. INSURANCE & IDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than five million dollars (\$5,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).
- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

### 14. TERMINATION

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.



## 15. NOTICES

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

XXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXXXXXX  
 XXXXXX  
 Phone: XXXXXXXXXXXXXX  
 Fax: XXXXXXXXXXXXXXXX  
  
 Attention: XXXXXXXXXXXXXXXX

If to the Agent:

Fire Marque Inc.  
 P.O. Box 2018, Thornton, ON L0L 2N0  
 Phone: 1-855-424-5991 or 705-424-5991  
 Fax: 705-424-5702  
  
 Attention: Ted K. Woods

## 16. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

## 17. ARBITRATION

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;
- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;

- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

**18. GOVERNING LAW**

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

**19. WAIVER**

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

**20. ENTIRE AGREEMENT**

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

**21. AMENDMENTS**

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

**22. ASSIGNMENT**

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

**23. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

**25. LEGAL RELATIONSHIP**

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

**26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION**

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

**27. LAWS**

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

**28. CONFIDENTIALITY**

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

**29. CONFLICT OF INTEREST**

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

***[Remainder of this page left intentionally blank]***

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**[ Municipality]**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**FIRE MARQUE INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: December 12, 2022

Subject: SRFIRE.22.11 Self-Contained Breathing Apparatus Replacement Tara and Chesley Fire Stations, and Paisley Upgrades

Report from: Steve Tiernan, Fire Chief

Appendices: Appendix A – Pricing Analysis

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### **Recommendation**

Be It Resolved that Council hereby,

1. Provides pre-budget approval for 2023 to support the purchase of 20 complete sets of MSA G1 Self Contained Breathing Apparatus (SCBA) with additional conversion parts from AJ Stone at a cost of \$289,362.00 plus HST, allocated as follows:
    - \$140,322.50 for Tara Fire Station's share of SCBA's
    - \$135,629.50 for Chesley Fire Station's share of SCBA's
    - \$13,410.00 for Paisley Fire Station's SCBA upgrade kits; and
  2. That the purchase is financed by the Fire Station's respective Reserve Accounts, 01-0000-2116 Paisley Fire, 01-0000-2117 Chesley Fire and 01-0000-2118 Tara Fire; and
  3. That the report be shared with the Chesley Fire Board for proportionate cost recovery from the Township of Chatsworth.
-



## **Report Summary**

To inform Council of the bid process for the replacement of the Tara and Chesley SCBA units (Self Contained Breathing Apparatus), and the reasoning behind replacing the units at both stations at the same time.



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## **Background**

During the spring of 2022, at the Tara Fire Committee meeting, it was identified that Tara Fire Station 70 would be requiring SCBA units to be replaced in 2023. After reviewing the operational needs of all three (3) stations, it was identified that Chesley Fire Station 90 would also be requiring SCBA replacement in the near future. Paisley Fire Station 80 had completed their SCBA purchase in 2021 with the purchase of MSA G1 breathing apparatus.

An RFP for the replacement of SCBA's was put out on a procurement platform (Biddingo) as well as the Municipal website under Bids and Tenders. At the same time a SCBA purchasing committee was formed with five (5) firefighters representing the three (3) fire stations. This would allow for a fully transparent review of all the vendors submissions, and for the SCBA demonstrations to be presented to the SCBA purchasing committee. In total, five (5) vendors submitted proposals for the SCBA's, with four (4) vendors being invited to demonstrate their product. Due to pricing and the same product being quoted, PPE Solutions was not asked to attend a demonstration.

In July, each vendor attended the Chesley firehall to demonstrate their SCBA units to the Committee and the Fire Chief. Each committee member had the opportunity to try out each of the units presented. Once completed the committee met to review the SCBA Field Evaluation Template findings. After the evaluation was completed, a recommendation was submitted to the Fire Chief.

The insight of the committee members and the time devoted to this proposal review and evaluation was invaluable.

### **Field Evaluation Results**

The committee based their decision on nine (9) different elements of the SCBA's. They are as follows:

Initial Evaluation, Donning-Off Air, On Air and Pre-Entry Test, Harness Security/Chopping, Balance and Reaching, Search and Rescue, Rapid Intervention Team (RIT), Cleaning, Overall General Opinion

### **Vendor Overall Scoring**

Draeger 3,120 points

Interspiro 3,123 points

Scott 4,235 points

AJ Stone 4,579 points

Of the four vendors, AJ Stone's MSA G1 was the preferred unit of choice. Although this unit came in with the 2<sup>nd</sup> highest price, the committee made some valid points as to their decision.

- Standardization between all three fire stations, allowing firefighters to operate at fires with firefighters from other stations as a team. This would also allow for one rescue team (RIT). This was identified in the 2020 Fire Services Master Plan, for the standardization of firefighter equipment.
- 1 rechargeable battery to operate the whole unit as opposed to multiple non-rechargeable batteries being used over the course of 15 years.
- Battery has a usable life of 15 years
- The ability to re-use the 32 high pressure cylinders in the Chesley firehall allowing more fire suppression capability on scene. (Bottles to be divided between all three stations)
- Integrated voice amplification system provided a higher level of safety.
- CGA standard thread (firefighters felt more comfortable with this technology)

With Paisley already having the MSA G1, it was felt that we would be taking a loss on these SCBA's if we had to sell them to go to another product. It was noted in the proposal from AJ Stone, that they would provide an updated warranty to bring them up to a new 15-year warranty. With this, all three stations would expire at the same time, allowing time to plan for the fire departments long term capital plan for replacement in another 15 years.

Looking to the future, the committee also looked at the use of the Universal Emergency Breathing Safety System (UEBSS). This hose configuration allows all firefighters operating inside a hazardous environment the ability to help a firefighter low on air.

The new SCBA's would include this feature, however, the Paisley SCBA's would require updating. Costing for this upgrade is identified in **Appendix A**.

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## **Analysis**

As Tara Fire Station 80's SCBA units come to end of life and need replacement, the recommendations of the Fire Master Plan 2020 were reviewed. The Fire Master Plan identified weaknesses within the Municipality's fire service and areas to improve safety. One area was standardization of equipment, under section 14.1 of the Fire Master plan. It was identified that Chesley's SCBA units would be coming up for replacement in the near future. By purchasing Chesley's at the same time as Tara's SCBA units, and Paisley already using the MSA G1's, this initiative would result in the standardization of the Municipality's amalgamated fire services SCBA units. This allows for a more integrated safer work environment for our firefighters.

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

### 6.6 Modernizing Services

Fire Master Plan 2020, 14.1 Fire Apparatus and Equipment

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

The RFP process was issued in accordance with the terms of the Municipality's procurement process. To secure the current prices, staff require pre-budget approval for 2023. There are sufficient funds available from the fire stations respective reserves:

2116 – Paisley Fire	\$171,817.10
2117 – Chesley Fire	\$192,730.85
2118 – Tara Fire	\$164,616.41

Due to the time sensitivity to secure the current pricing, staff are asking Council to support the initiative, prior to approval being received from the Chesley Fire Board. The report will be presented at the next Chesley Fire Board meeting for discussion, such that capital expenditures for the Chesley SCBA's are cost shared 65.70% by Arran-Elderslie and 34.30% by the Township of Chatsworth, \$89,108.58 and \$46,520.92, respectively, plus HST.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

## Appendix A

## Arran-Elderslie Fire &amp; Emergency Services

## Self-Contained Breathing Apparatus (SCBA) RFP 2022-02

## Pricing Analysis

	<b>AJ STONE MSA</b>	<b>PPE Solutions Scott</b>	<b>DARCH Drager</b>	<b>M&amp;L Scott</b>	<b>CSE Interspiro</b>
<b>SCBA Pack with UEBSS 20 Packs</b>	\$196,660.00	\$194,400.00	\$101,900.00	\$178,500.00	\$93,960.00
<b>Masks 46 Units</b>	\$26,358.00	\$22,908.00	\$31,050.00	\$20,470.00	\$53,682.00
<b>RIT Pack 2 1 Needed for Tara as Chesley can reuse theirs with adapter kit</b>	\$6,466.00	\$9,558.00	\$7,950.00	\$9,560.00	\$7,736.00
<b>Subtotal</b>	<b>\$229,484.00</b>	<b>\$226,866.00</b>	<b>\$140,900.00</b>	<b>\$208,530.00</b>	<b>\$155,378.00</b>
<b>Bottle 45-minute CGA 40 Bottles</b>	\$32,660.00	\$58,040.00	\$50,400.00	\$46,400.00	Could not calculate price due to not providing CGA thread
<b>Comms – Voice Communicator</b>	Included in Price No Cost	Not Required as Per Manufacturer	\$12,500.00	Not Required as Per Manufacturer	N/A
<b>RIT Bottles 60 Minutes</b>	\$1,999.00	\$3,232.00	\$2,590.00	\$2,590.00	N/A
<b>2 Battery Chargers 10 batteries</b>	\$7,896.00	N/A	N/A	N/A	N/A
<b>Total Before HST</b>	<b>\$272,039.00</b>	<b>\$288,138.00</b>	<b>\$206,390.00</b>	<b>\$257,520.00</b>	<b>\$155,378.00</b>

**Additional Equipment Required for MSA G1 SCBA Unit**

<b>RIT Adapter Kit Chesley</b>	\$1,559.00
<b>MSA SCBA Bottle Adapter 32 required for repurpose with new SCBA units</b>	\$3,424.00
<b>10 UEBSS conversion for Paisley MSA SCBA</b>	\$12,340.00
<b>20 MSA G1 SCBA</b>	\$272,039.00
<b>Total Before Applicable Taxes</b>	<b>\$289,362.00</b>

**Note:** Prices are before applicable taxes

**Note:** CSE Interspiro did not qualify due to not having a CGA thread.

**Note:** Rapid Intervention Team (RIT) Adapter kit to repurpose Chesley RIT kit

**Note:** Dovetail fitting additional cost of \$107.00 per unit for 32 Chesley cylinders to be repurposed with new SCBA units \$3,424.00

**Note:** Universal Escape Breathing Safety System (UEBSS) required for Paisley Station SCBA's. This ensures all firefighters within Arran-Elderslie can work together and assist a downed firefighter if needed. 10 UEBSS units \$1,234.00 per unit \$12,340.00





## The Corporation of the Municipality of Arran-Elderslie

# Information Report

Report From: Christina Tennyson, Regional Economic Development Coordinator for Bruce County

Meeting Date: December 12, 2022

Subject: SRECDEV.22.02 Review and Update of the Municipal Community Improvement Plan

Attachments: None.

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### **Report Summary**

As part of the Regional Economic Development Pilot, Bruce County will lead the review and update of Arran-Elderslie's Community Improvement Plan. The goal of this project includes modernization of Arran-Elderslie's Community Improvement Plan policies. This modernization will look to address the goals of Council as well as create the enabling policy needed for businesses to access grants available through Bruce County.

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### **Background**

A Community Improvement Plan is a powerful municipal tool that enables opportunities to encourage the revitalization of existing buildings and redevelopment of properties. When implemented these policies provide the municipality with the ability to support financial incentives within the defined Community Improvement Plan Area. By building a robust policy, it allows the municipality, to participate in or apply future financial incentives to stimulate improvements and investments within the communities.

County level government are not able to approve Community Improvement Policies without specific provincial permissions, something that Bruce County does not have currently.

Bruce County's Spruce the Bruce Program is enabled through municipal policies. Bruce County has recently added four grants to this program ([Agri-Food Innovation Grant](#), [Business Accessibility Adaptability Grant](#), [Product and Experience Development Grant](#), and [Residential Improvement Grant](#)) that extend past the traditional downtown cores. Arran-Elderslie has an active Community Improvement Plan however to access these new grants, an amendment to Arran-Elderslie's policy would be required. Simultaneously, language in the policy should be adjusted to readily support future financial incentives.

To move forward with redeveloping the Municipality's current Community Improvement Plan, consultations will help guide some of the decisions that need to be made. The data that will be collected will be centered on the following:

- If the additional Spruce the Bruce grants are supported, this will lead to adding a new Municipality-wide Community Improvement Plan area to the policy.
- Modifications to the current boundaries within communities of Chesley, Paisley, and Tara/Invermay should be made.
- Understanding the needs of community attraction and retention to determine which category of grants should be added to the framework.
- Based on the needs of the community the focus of who (commercial, vacant properties, etc.,) these grants will support and where the funding will come from would be better recognized.

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## **Analysis**

Arran-Elderslie and Bruce County have partnered to support and implement economic development projects. Reviewing and updating Arran-Elderslie's Community Improvement Plan policy is a key project of the Regional Support Economic Development Pilot. Building the foundation of the Community Improvement Plan requires defining the goals for the growth of the community.

The Community Improvement Plan review process will include a consultation process to identify the needs from business, local organizations, and internal municipal staff. Draft Policies are expected to be presented to Council in February 2023. After required adjustments are made, a formal public statutory meeting and appeal process will begin.

The intent of this report is to provide Council with an overview of the plan for work that will be undertaken towards modernization of this policy in Arran-Elderslie.

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

6.2 Supporting Businesses and the Local Economy

6.3 Facilitating Community Growth

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### **Financial Impacts/Source of Funding**

No financial impacts. This project will be led by the Regional Support Economic Development Coordinator, as part of the partnership between Arran-Elderslie and Bruce County.

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Approved By: Sylvia Kirkwood, CAO

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

**BY-LAW NO. 60 – 2022**

BEING A BY-LAW TO AMEND SCHEDULE A OF BY-LAW NO. 36-09, AS AMENDED  
(BEING THE COMPREHENSIVE ZONING BY-LAW OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE)  
RE: Concession 12 Part Lot 32, 239 Concession 12 East Arran  
Roll Number: 410349000404200

Whereas Section 34(1) of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended, provides that: "Zoning by-laws may be passed by the councils of local municipalities:

1. For prohibiting the use of land, for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway.
2. For prohibiting the erecting, locating or using of buildings or structures for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway."

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

1. THAT Schedule "A" of By-law No. 36-09, as amended being the Comprehensive Zoning By-law for the Municipality of Arran-Elderslie, is hereby further amended by changing thereon from Agriculture 'A1' zone to Agriculture Special A1-60-2022 and Agriculture Special with holding provision A1-60-2022-H zone on the subject lands, as outlined in Schedule 'A', attached hereto and forming a part of this by-law.
2. THAT By-law No. 36-09, as amended, is hereby further amended by adding the follow subsection to Section 6.4 thereof:

'A1-60-2022'

Notwithstanding their 'A1' zoning designation, those lands delineated as A1-60-2022 on Schedule 'A' to this By-law shall be used in compliance with the 'A1' zone provisions contained in this by-law, excepting however:

- i. Residential uses are prohibited.

'A1-60-2022-H'

Notwithstanding their 'A1' zoning designation, those lands delineated as A1-60-2022-H on Schedule 'A' to this By-law shall be used in compliance with the 'A1' zone provisions contained in this by-law, excepting however:

- i. Residential uses are prohibited.
- ii. That a Holding (H) provision shall apply to those lands with High Archaeological Potential, as shown on the attached

Schedule 'A' and that the holding provision shall be lifted when:

- a. A licenced archaeologist has assessed the property or project area and has completed an archeological assessment or it has been determined that an assessment is not required in accordance with the Province's 'Criteria for Evaluating Archaeological Potential'.
  - b. All recommendations of the licenced archaeologist have been carried out.
3. THAT this By-law takes effect from the date of passage by Council, subject to compliance with the provisions of the *Planning Act, R.S.O. 1990, as amended*.

\*\*\*\*\*

READ a FIRST and SECOND time this 12th day of December, 2022.

READ a THIRD time and finally passed this 12th day of December, 2022.

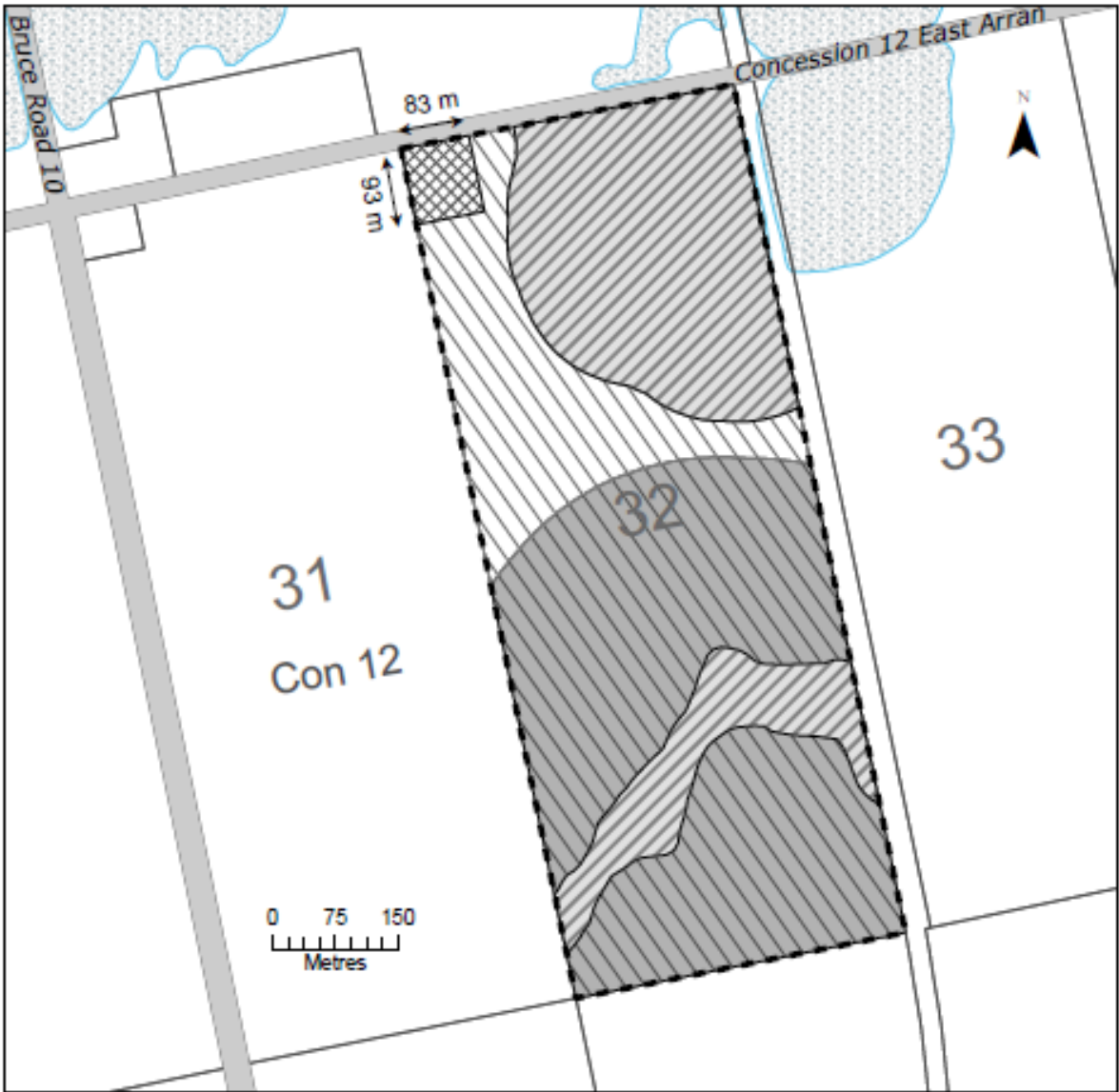
\_\_\_\_\_  
Steve Hammell, Mayor

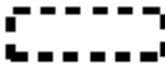
\_\_\_\_\_  
Christine Fraser-McDonald,  
Clerk



**Schedule 'A'**

239 Concession 12 East Arran - Concession 12, Part Lot 32 - Roll 410349000404200  
Municipality of Arran-Elderslie (geographic Township of Arran)



-  Subject Property
-  Lands to remain zoned A1 - General Agricultural
-  Lands to be zoned A1-60-2022 - General Agricultural Special
-  Lands to be zoned A1-60-2022-H - General Agricultural Special with Holding
-  Lands to remain zoned EP - Environmental Protection

This is Schedule 'A' to the zoning by-law amendment number \_\_\_\_\_ passed this \_\_\_\_\_ day of \_\_\_\_\_

Mayor \_\_\_\_\_

Clerk \_\_\_\_\_

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

**BY-LAW NO. 65-2022**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL  
MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE  
HELD DECEMBER 12, 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 Regular Council of the Corporation of the Municipality of Arran-Elderslie for the period ending December 12, 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 December 12, 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 12th day of December, 2022.

READ a THIRD time and finally passed this 12th day of December, 2022.

\_\_\_\_\_  
Steve Hammell, Mayor

\_\_\_\_\_  
Christine Fraser-McDonald, Clerk