



# MUNICIPALITY OF ARRAN-ELDERSLIE

## Council Meeting

### AGENDA

Monday, March 13, 2023, 9:00 a.m.  
Council Chambers  
1925 Bruce Road 10, Chesley, ON

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## MUNICIPALITY OF ARRAN-ELDERSLIE

### Council Meeting

### MINUTES

**Meeting Number 04-2023**  
**Monday, February 27, 2023, 9:00 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 Brian Dudgeon  
 Councillor Moiken Penner  
 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 - Present Electronically  
 Steve Tiernan - Fire Chief

#### 1. Call to Order

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

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

- The Community Guide will be out shortly.
- The Community Branding open house will be held from 4-7 at the Council chambers on March 1, 2023.
- There will be a public meeting on March 2, 2023 at the Tara Community Centre regarding the road reconstruction for Hamilton Street.
- A Special Council meeting for the 2023 Budget will be held on March 7th at 6:00 p.m.
- Just a reminder that Arran-Elderslie is looking for summer students.

### 3. Adoption of Agenda

Council passed the following resolution:

**60-04-2023**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Hampton

Be It Resolved that the agenda for the Council Meeting of Monday, February 27, 2023 be received and adopted, as distributed by the Clerk.

**Carried**

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

Deputy Mayor Shaw declared a conflict regarding Agenda Item 12.1.

#### 4.1 Deputy Mayor Shaw - Noise By-law Exemption - Grizzly Fox Hospitality Ltd. o/a Bonfire on Queen, 342 Queen St. N. Paisley,

Deputy Mayor Shaw is the owner of Bonfire Pizza in Paisley.

### 5. Unfinished Business

None.

### 6. Minutes of Previous Meetings

#### 6.1 February 13, 2023 Regular Council Minutes

Subsequent to further discussion, Council passed the following resolution:

**61-04-2023**

**Moved by:** Councillor Hampton

**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 February 13, 2023.

**Carried**

### 7. Business Arising from the Minutes

None.

### 8. Minutes of Sub-Committee Meetings

None.

### 9. Public Meeting(s)

### 9.1 **Local Official Plan Amendment – L-2022-011 and Zoning By-law Amendment Z-2022-104 (Woods Morley - 324 Balaklava Street, Paisley)**

Mayor Steve Hammell called the public meeting to order at 9:00 a.m. He stated that the purpose of the public meeting was to consider a proposed Zoning By-law Amendment Z-2022-104 (Woods Morley) and Local Official Plan Amendment – L-2022-011.

Jack Van Dorp, Planner for the County of Bruce, attended the meeting.

He noted that two residential buildings, with each building containing 4 units, are proposed on the lands addressed as 324 Balaklava Street in Paisley. An Amendment to the Municipality's Official Plan is required to address Section 3.1.7a), which restricts residential development to a density of 48 units per gross hectare.

A Zoning Bylaw Amendment is proposed to rezone the lands from 'Residential: Low Density Multiple (R2)' to 'Residential: Medium Density Multiple Special R3-14-2023'. Special site-specific zoning provisions are being sought for each of the proposed lots to address the definition of 'Dwelling Multiple', minimum lot area, frontage, minimum front yard setback as well as the size and number of required parking spaces. There is currently a single-detached home on the lands, which is proposed to be demolished. A related severance application (File # B-2022-111) proposes to split the lot in half so that each structure is on its own lot.

He noted that this is the type of housing that is encouraged under Bill 23. There is less impervious areas as there is a smaller footprint.

Comments were received from the following agencies:

- Chief Building Official: No concerns at this time
- Public Works: The new lot will require an entrance permit, water and sewer services along with a capital trunk watermain charge. No issues with a triple laneway. Looks like they may need 3 entrance permits. Only issue will be if they park on the road. No parking within 9 metres of an intersection.
- Saugeen Valley Conservation Authority: No concerns.

A summary of the issues and concerns raised in public comments received to date include:

-Does not fit the character of the neighbourhood

-Impact on property values, lack of pride in ownership

-Stormwater runoff

-Privacy, Screening, and buffering

-Traffic impacts and safety for children

-Lack of sidewalks

The Mayor asked Members of Council if they had any questions.

There were no questions from Members of Council.

The Mayor asked if the applicant or agent were present and wished to make a submission.

The planner from Cuesta Planning made a presentation to Council. He noted that the application is for a rezoning and a local official plan amendment. He noted that the staff report has provided a comprehensive discussion of the application.

Without an appraisal from a qualified appraiser, there is no evidence that surrounding houses will decrease their value. The proposal is not considered as unprecedented development in Paisley. The owners have advised that if a tenant requires more parking, they would not be considered a suitable tenant.

The public works department has not requested a traffic study due to the increased traffic flow.

There will be adequate screening.

The applicant addressed Council regarding the application.

The Mayor asked if any members of the public wished to make a submission either in favour or opposed to the proposed application.

Pat Cecchetti of 157 George Street spoke against the zoning amendment. The group lives close to the location and are not in favour of the proposed zoning amendment. They feel the change is not in the best interest of the neighbourhood as the increase in density is excessive and it will go from a single family home to a unit that will house eight families.

The development is more for a city rather than a rural community and it does not fit the character of the community. They are concerned for Paisley at large as it will set a precedent and feel that Paisley's character is at risk.

He understands there is a need for additional housing, and are in favour of progress and change, but increasing housing density can be a benefit, but not disadvantage the residents. They are concerned that the planning department, along with Council, in an attempt to achieve more density, will make the village a less desirable place to live. There is no immediate imperative to approve this rezoning. They feel there is not enough space, there will be an absent landlord, transient tenants and degrading conditions to the neighbourhood. The parking will lead to parking on the street.



Michael Patterson, 150 Albert Street, asked about water management as it is a problem in the neighbourhood. There is a new development at 160 Albert which increases the density in that neighbourhood. The neighbourhood is saturated with multi-residences. He has not seen anything about stormwater management. There is already a flow from Albert Street with the new development. He wants to know how this is going to be managed.

Brian Cumming asked about sewer and water. Has there been a review to ensure there is sufficient sewer and water capacity for this proposal.

The Clerk read the written submissions had been received in relation to the application. These submissions deal with opposition to the multi-unit complex, increase in traffic and height of building.

Members of Council and the public were provided a final opportunity for questions prior to the closing of the public meeting.

No further questions were raised and the Mayor declared the public meeting closed at 9:57 a.m.

### **62-04-2023**

**Moved by:** Councillor Steinacker

**Seconded by:** Deputy Mayor Shaw

Subject to a review of submissions arising from the Public Meeting:

That Council adopt Official Plan Amendment Number L-2022-011 for Alicia Woods & Dan Morley, and that the necessary by-law be forwarded to County Council for approval; and

That Council approve Zoning By-law Amendment Z-2022-104 and that the necessary by-law be forwarded to Council for adoption.

**Carried**

## **10. Delegations**

### **10.1 Chesley Hospital Community Action Committee**

Brenda Scott and Hazel Pratt made a presentation to Council regarding the proposed rally on April 1st at 2:00 p.m. to support the Chesley Hospital.

The committee is made up of local people who are affected by the future of the full time ER at the Chesley Hospital.

The Action Plan includes organizing a rally, a list of speakers and a moderator for the event. The event will be promoted through brochures,

posters, lawn signs, decals, website, Facebook page and a media plan. They have also developed a petition to the Legislative Assembly of Ontario.

They requested clarification on venue expenses, transportation for people with mobility issues, they will hand-deliver leaflets, and if they should be contacting the OPP or the Municipality.

Council thanked the Committee for their presentation.

## 11. Presentations

### 11.1 Realtax - Tax Registration and Sale - Carolynn Kent, Operations Manager

Carolynn Kent, Operations Manager with Realtax, gave a presentation to Council regarding tax registration and sale.

She noted that a Tax sale is the set of procedures that are required in order to offer a property for sale in order to recover realty tax arrears. Tax registration is the one-year long set of procedures that must be followed before you can commence tax sale procedures.

A tax registration is used when all collection efforts to date have failed. It is highly effective as approximately 85% of the properties in tax registrations have the arrears paid within 1 year and did not have to go to tax sale.

Costs are charged back to the properties that are in arrears and when the taxes are recovered, your costs are recovered.

A property eligible for tax registration in the second year of arrears. It is not calendar years.

She discussed the registration and sale processes.

She noted that if there are no tenders for the tax sale, uncollectible taxes are written off and charged back. If crown interests exist, balances owing are determined. Whether a property is to be vested or advertised a 2nd time (2 year timeline) is determined. If the property is not sold or vested within 2 years of the 1st tax sale, the Tax Arrears Certificate shall be deemed to be cancelled.

Council thanked Ms. Kent for her presentation.

### 11.2 MPAC - Assessment 101 - Anthony Fleming, Account Manager - Grey Bruce Counties

Anthony Fleming, Account Manager for MPAC Grey Bruce Counties, gave a presentation to Council.

He noted that MPAC hosts information for 5.5 million properties in Ontario. There was 37 billion in new assessments that was captured in 2022 and Ontario has 3 trillion dollars in total property.

Municipalities rely on MPAC to building permits and plans and turn them into assessment and the municipality taxes the property owner on that assessment. The sooner MPAC receives those assessments, the sooner the Municipality will realize new revenue.

Council thanked Mr. Fleming for his presentation.

## **12. Correspondence**

### **12.1 Requiring Action**

12.1.1 Noise By-law Exemption - Grizzly Fox Hospitality Ltd.o/a Bonfire on Queen, 342 Queen St. N. Paisley,

Deputy Mayor Shaw declared a conflict on this item. (Deputy Mayor Shaw is the owner of Bonfire Pizza in Paisley.)

Chris Shaw requested an exemption from the Noise By-law to allow their venue to host events this year. These events will occur on Thursday, Friday and Saturday evenings for the remainder of the year (December 31, 2023) and typically start at 6:00 PM or 7:00 PM and end at approximately 10:00 PM.

**63-04-23**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Hampton

Be it Resolved that Council hereby grants an exemption to Bylaw No. 61-09 Schedule A - 3 "Operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electromechanical transducer, and intended for the production, reproduction or amplification of sound " as requested by Chris Shaw for Bon Fire on Queen at 342 Queen Street North in Paisley for a variety of events ending on December 31, 2023 from 6:00 PM to 10:00 PM.

**Carried**

### **12.2 For Information**

Subsequent to further discussion, Council passed the following resolution:

**64-04-2023**

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

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 Saugeen Valley Conservation Authority - Board Minutes January 19, 2023

**13. Notice of Motion**

None.

**14. Members Updates**

Shaw:

Deputy Mayor Shaw noted that she attended a GSCA orientation meeting, a SMART meeting, and judged a chili cook-off.

Hampton:

Councillor Hampton stated that he will be attending the branding meeting, the Chesley Fire Board and the Special Council meeting and will be attending the Friends of the Chesley Hospital meeting.

Dudgeon:

Councillor Dudgeon had nothing to report.

Steinacker:

Councillor Steinacker had a question regarding OPP response times.

Penner:

Councillor Penner had nothing to report.

Nickason:

Councillor Nickason attended a BASRW meeting and thanked the Works Manager for removing the clothing bin that was located at Bruce Road 10 and Highway 21.

Hammell:

Mayor Hammell attended the hospital update and there are four candidates for the new CAO for the SBGHC, will be invited to tour the hospital with MPP Rick Byers, and will be attending the branding meeting.

**15. New Business**

**15.1 Council Member Appointment to the South Bruce Safe Communities Committee**

Subsequent to further discussion, Council passed the following resolution:

**65-04-2023**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be it Resolved that Council hereby appoints Councillor Peter Steinacker to the South Bruce Safe Communities Committee.

**Carried**

**16. By-laws**

None.

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

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

None.

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

None.

**20. Adoption of Closed Session Minutes**

None.

**21. Confirming By-law**

**21.1 By-law 13-2023 - Confirming By-law**

Subsequent to further discussion, Council passed the following resolution:

**66-04-2023**

**Moved by:** Councillor Hampton

**Seconded by:** Deputy Mayor Shaw

Be It Resolved that By-law No. 13-2023 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 13-2023 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, February 27, 2023.

**Carried**

**22. Adjournment**

Subsequent to further discussion, Council passed the following resolution:

**67-04-2023**

**Moved by:** Councillor Penner

**Seconded by:** Councillor Hampton

Be It Resolved that the meeting be adjourned to the call of the Mayor at 12:33 p.m.

**Carried**

**23. List of Upcoming Council meetings**

\_\_\_\_\_  
Steve Hammell, Mayor

\_\_\_\_\_  
Christine Fraser-McDonald, Clerk



## MUNICIPALITY OF ARRAN-ELDERSLIE

### Special Council Meeting

### MINUTES

**Meeting No. 5-2023**  
**Tuesday, March 7, 2023, 5:30 p.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 Brian Dudgeon  
 Councillor Moiken Penner  
 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 - present electronically

#### 1. Call to Order

Mayor Hammell called the meeting to order at 5:30 pm. A quorum was present.

#### 2. Adoption of Agenda

Council passed the following resolution:

**68-05-2023**

**Moved by:** Councillor Dudgeon

**Seconded by:** Councillor Nickason

Be It Resolved that the agenda for the Special Council Meeting of March 7, 2023 be received and adopted, as distributed by the Clerk.

**Carried**

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

None at this time.

### 4. New Business

#### 4.1 Hamilton Street Tender Update

Works Manager, Scott McLeod and GSS Engineer Rakesh Sharma, updated council regarding the Hamilton Street Tender.

The Municipality received approval for a watermain grant on Hamilton Street through the Investing in Canada Infrastructure Program (ICIP). This was based on past watermain breaks, frozen lines and undersized water lines.

The Municipality also received funding to support the installation of three splashpad projects. The splashpad is proposed to be placed at the entrance to the ball diamond along Hamilton Street. The splashpad requires a two-inch water service which is not available at this time along Hamilton Street.

Due to resident concerns and budget constraints, staff is proposing the watermain be replaced from John Street to Mary Ann Street.

Subsequent to further discussion, Council passed the following resolution:

#### **69-05-2023**

**Moved by:** Councillor Steinacker

**Seconded by:** Councillor Dudgeon

Be it Resolved that the Council of the Municipality of Arran-Elderslie directs staff to proceed with Alternative # 2 (watermain complete, asphalt patching from John to Mary Ann Street. Stormwater, road base, grading and paving from Mary Ann to dead end, \$1,015,068.00) regarding the Hamilton Street Watermain Replacement, Storm Sewer and Road Project in Tara.

**Carried**

### 5. Delegation

#### 5.1 Michael Barrett - CEO South Bruce Grey Health Centre

Michael Barrett, CEO of the South Bruce Grey Health Centre gave an update to Council.

Mr. Barrett noted that on December 5th, 2022, the Chesley hospital Emergency Department (ED) resumed service five (5) days per week, Monday to Friday, during the hours of 7:00am to 5:00pm. They do not anticipate a change to current level of service in the immediate future.



At this time, staffing resources in Chesley remain stable, but precarious, and heavily reliant on agency nurses.

The Ontario Government Programs are available to new graduates which includes New Graduate Guarantee Program (NGG), a Tuition Support Program (TSPN), Community Commitment Program for Nurses (CCPN) and a Learn and Stay Program (new Spring of 2023) as well as a Supervised Practice Experience Partnership (SPEP).

There is a Chesley Working Group is comprised of SBGHC leadership, Chesley site physicians, and community and hospital foundation representatives.

The recommendation of this group is to communicate to the public that seeking health care should not be delayed until the Chesley ED is open, and that efforts continue to increase hours of operation.

There are opportunities for:

- X-Ray Suite Replacement and Renovation at a cost of \$1.1M (to be completed 2024)
- Community support needed to fund this project
- Continued strong support from the Chesley Foundation
- Call for membership on SBGHC Board of Directors
- Community support – galas, fundraisers

He noted that there are very few nurses to fill the vacant positions.

Council thanked Mr. Barrett for his presentation.

## **6. Public Meeting(s)**

### **6.1 2023 Draft Budget**

#### **6.1.1 SRFIN.23.09 – 2023 Operating and Capital Budget for Public Presentation**

Treasurer Tracey Neifer gave her presentation to Council regarding the 2023 Budget.

She noted that there is a 6% tax rate increase. This means that a property that is valued at \$170,521 would have a tax increase of \$80.92.

If Council did use a 7% increase in order to put more money into reserves for bridge repair, then the tax rate increase for a house valued at \$170,521 would be \$94.41.

The municipal budget for operations in 2023 reflects a tax levy increase of \$458,150 which requires a tax rate increase of 6.0% to

achieve a balanced budget. It has been past practice to transfer funds to reserves annually to offset the year's capital budget. In 2021, the budget for reserves was \$1,014,772, for 2022 \$1,041,608, and for 2023 \$1,126,719 to include a 6.0% increase.

The allocation of the tax dollar remains consistent between 2022 and 2023 with the top areas being Policing, Recreation and Transportation Services, representing 78 cents in 2022 and 74 cents in 2023 for every dollar of taxation raised.

The tax requirement for Municipal Services has increased by 8.1% (\$488,947).

Protection Services represents 28.77% (2022 - 30.49%) of the municipal services budget, largely due to the cost of Police Services which are more than \$1M. Overall budget in this area is 2.01% increase or \$37,023.

Transportation Services includes all aspects of road maintenance, streetlights, and salt/snow plowing, as well as the Municipality's contribution to SMART (Saugeen Mobility & Regional Transit), representing 41.29% (2022 - 40.87%) of the municipal services budget and a 9.24% or \$227,783 budget increase.

Environmental Services, in 2022 this represented a small percentage of the municipal services budget, 0.46%, whereas in 2023, this area is revenue generating of \$1,627, so not a draw on taxation. Overall, the budget has decreased by \$29,394. This is largely attributed to a revenue increase in Garbage Collection, and expense savings in both Waste Disposal and Recycling.

Health Services includes the cemeteries in Arran, Chesley, Elderslie, Paisley and Tara, the medical clinics in Chelsey and Paisley, and the costs related to Physician Recruitment and attribute to 0.77% (2022 - 0.74%) of the municipal services budget. An overall budget increase of 12.21% or \$5,524.

Recreation Services includes programs, ball fields, splashpads, facilities, libraries, museum, and day camps, representing 16.23% (2022 - 18.32%) of the municipal services budget and a 4.83% or \$54,153 budget decrease. The budget decrease is attributed to a number of areas as seen below, and is represented by an increase in revenue \$46,865 (7.7%) and \$65,101 (6.1%) decrease in wages and benefits, and an increase in operating expenses of \$22,142 (3.2%).

Planning and Economic Development also includes tile drainage, zoning, gravel pits and our downtown decorations, which

represents 5.09% (2022 – 4.39%) of the municipal services budget and a 24.48% or \$65,808 budget increase. That largest increase is attributed to zoning and downtown decorations.

The budget presented for 2023 includes a realignment of services to better reflect the management and alignment of services for Building and By-law Enforcement. In addition to the two areas previously presented as Building Services, Building Permits and Property Standards, the budget now includes Animal Control and By-law Enforcement. The two departments, Property Standards and By-law Enforcement have been merged into one. The area of By-law Enforcement is operated in accordance with the Municipal Act, whereas Building Permits is governed by the Building Code Act.

Water and Sewer Services are self-funded through the user fees charged to the property owners for the use of the respective systems. Council formally adopted Financial Plans for the period 2021-2026. Staff have reviewed the plans and updated the respective operating budgets where required.

### **70-05-2023**

**Moved by:** Councillor Nickason

**Seconded by:** Councillor Penner

Be It Resolved that Council hereby,

1. Supports the 2023 Operating and Capital Budget as presented on March 7, 2023 and further directs staff to bring back a final budget report and a by-law to adopt the 2023 Budget at the next available Council meeting.

**Carried**

## **6.2 Draft Fees and Charges By-law**

### **6.2.1 SRFIN.23.06 Fees and Charges By-Law for 2023**

Subsequent to further discussion, Council passed the following resolution:

### **71-05-2023**

**Moved by:** Councillor Dudgeon

**Seconded by:** Deputy Mayor Shaw

Be it Resolved that Council directs staff to bring back a by-law to adopt the 2023 Fees and Charges By-law at the next available Council meeting.

**Carried**

**7. Confirming By-law**

**7.1 Confirming By-law 16-2023**

Subsequent to further discussion, Council passed the following resolution:

**72-05-2023**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Steinacker

Be It Resolved that By-law No. 16-2023 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 16-2023 being a By-law to confirm the proceedings of the Special Council meeting of the Municipality of Arran-Elderslie held March 7, 2023.

**Carried**

**8. Adjournment**

Subsequent to further discussion, Council passed the following resolution:

**73-05-2023**

**Moved by:** Councillor Hampton

**Seconded by:** Councillor Penner

Be It Resolved that the meeting be adjourned to the call of the Mayor at 8:15 p.m.

**Carried**

**9. List of Upcoming Council meetings**

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

# **SAUGEEN MOBILITY**

## **and REGIONAL TRANSIT**

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### **GENERAL BOARD MEETING MINUTES**

Friday, February 3, 2023, 1:30 p.m.

Via Videoconference

**Board Members Present:** Ed McGugan, Councillor Township of Huron-Kinloss, President  
 Doug Townsend, Councillor, West Grey, Vice-President  
 Warren Dickert, Councillor, Town of Hanover, Past President  
 Cheryl Grace, Councillor, Saugeen Shores  
 Doug Kennedy, Councillor, Kincardine  
 Scott Mackey, Mayor, Township of Chatsworth  
 Jennifer Christie-Shaw, Councillor, Arran-Elderslie  
 Monica Singh-Soares, Councillor, Southgate

**Board Members Absent:** Councillor Kym Hutcheon, Councillor, Brockton

**Others Present:** Paul Allen, Councillor, Municipality of Grey Highlands  
 Stephan Labelle, SMART Manager  
 Catherine McKay, Recording Secretary

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

The meeting was called to order at 1:28 p.m.

#### **2. Election of President and Vice-President**

The Manager called for nominations for President. Warren Dickert nominated Ed McGugan, noting his four years of experience on the Board including participating in the Level of Service review and the manager recruitment. Cheryl Grace seconded the nomination which was accepted by Ed McGugan. The Manager called for further nominations, and there being none, Ed McGugan was declared President by acclamation.

The Manager called for nominations for Vice-President. Scott Mackey nominated Warren Dickert who thanked Scott Mackey for the nomination but declined adding that since he is Past President, he will still be active at the executive level.

The Manager called for further nominations and Warren Dickert nominated Doug Townsend, noting his management experience and transportation knowledge. Scott Mackey seconded the nomination which was accepted by Doug Townsend. The Manager called for further nominations, and there being none, Doug Townsend was declared Vice-President by acclamation.

The Chair was assumed by Ed McGugan who welcomed everyone noting that the Board and Management is a team dedicated to the community and to providing a way for people with disabilities in Grey Bruce to access life.

#### **3. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest**

None declared.

#### **4. Approval of the Agenda**

##### **Motion #2023-001**

Moved by Scott Mackey; Seconded by Monica Singh-Soares  
 That the agenda for February 3, 2023 be accepted as circulated.

**Carried**

**5. Delegations**

There were no delegations.

**6. Minutes of Previous Meeting – October 28, 2022**

Those present introduced themselves providing details of their backgrounds and the reasons for their interest in SMART.

**Motion #2023-002**

Moved by Warren Dickert; Seconded by Scott Mackey

That the minutes of the October 28, 2022 General Board Meeting be accepted as circulated.

**Carried**

**7. Business Arising from the Minutes**

**A. Open Board Meetings Policy**

This policy was deferred to a future meeting.

**8. New Business**

**A. Budget 2023**

The Manager reviewed the 2023 budget noting that adjustments had been in user fees (a \$68,000 increase), insurance, computer system and NOVUS, as well as in fuel which is up \$10,000 compared to 2021. He reviewed the Projected Cash Flow showing an increase of \$12,732 in municipal contributions, including Grey Highlands contributions for a full year. The projected cash flow shows the gas tax at \$798,354.57, \$420,000 more than projected earlier.

Board member comments and questions on the budget covered the following points:

- It was not necessary to use the Line of Credit due to the \$787,371.18 gas tax balance as of January 23, 2023, which has been confirmed by Chris Walker, Director of Corporate Services/Treasurer for the Town of Hanover.
- The budget shows an increase in rides but a decrease in user fees. The Manager clarified that the amount for user fees should be \$350,000 rather than \$355,000.
- The budget includes an inflationary increase for rides only, not for user fees which were last increased in December 2021. Scott Mackey suggested that user fees should be increased annually equal to at least the rate of inflation and the fares are very reasonable compared to the alternatives.
- The Ontario Disability Support Program (ODSP) pays for some rides for some clients and the Manager agreed to check with the Accounts Receivable staff for details. Monica Singh-Soares offered to see what there is in the way of subsidy support for clients of Peel Region's TransHelp program.
- Saugeen Shores increased user fees for 2023 by 5.25% and in the past has kept increases at the rate of inflation. Salary adjustments of the municipal partners and the comparative average of fees and rate changes might provide guidance for SMART.
- The SMART ser fee is \$7.50 and then \$0.55/km, plus a charge of \$2.50 per extra stop and \$22.00 per hour where the trip is deemed to be 'chartered' for their exclusive use. The Manager noted that to break even, SMART would have to charge \$0.72 km. "Deadheads" (trips without paying clients) work against the organization since the cost of a driver and gas for such trips are not covered but such a trip is often required to get to the client.
- With respect to school transportation, SMART transports some students in wheelchairs to and from school. The President explained that SMART received requests from school boards to transport disabled student and the price was advantageous.
- The President noted that over the years, there have been many different proposals on fees. The Board must ensure that SMART is viable and the issue of level of service and fees are tough calls. In the past, both fees and service have been reduced but it is important to find the right solution in balancing cost and service.

- Scott Mackey suggested that the breakeven point of \$0.72/km is a fair price for a point-to-point service and he would like more information on the issue. Municipal budgets will be challenging in the next few years and SMART has to be sustainable for Councils to support it. It is an uphill battle in Chatsworth, especially if only a few people are using the service at a relatively high cost. He suggested that a fee at the breakeven point would be cheaper than a taxi or Voyago and is worth considering. The Manager will update his information on the breakeven point and present it to the next meeting.
- The Manager confirmed that no changes are required to the 2023 invoices sent to the municipalities.
- It was clarified that Councillor Allen attends as an observer and is not a voting member since Grey Highlands does not have a partnership agreement with SMART.

The manager proposed that he redraft the budget and present it for acceptance by the Board at its next meeting.

**Motion #2023-003**

Moved by Scott Mackey; seconded by Warren Dickert

That the Manager prepare a report to the Board with projections showing the impact of a user fee of \$0.72 or a 5% increase.

**Carried**

**B. Annual Wage and Salary Review for 2023**

The President asked for Board Members' thoughts and procedures of their municipalities. Saugeen Shores recommendation for 2023 was a 3.56% increase which was the average of 23 municipalities in Grey Bruce ranging from 1.9% to 6.9%. Cheryl Grace sent the information to the Manager but advised that it should be checked for accuracy since it dates from the end of November 2022. The Town of Hanover increase for unionized staff was 1.9% and 3% for non-union staff and the Town of Chatsworth is still in its budget process. Waiting for information might result in retroactive pay increases but this has been done in the past without any issues.

A rate that is based on the average of the municipalities will affect the budget which was based on an increase of 1.9%. It was suggested that the Board should anticipate an increase in the range of 2.5% - 3.5% and Grey County is in this range. Inflation is about 6.5% is not realistic as an increase.

The Manager is to gather the information regarding the municipal increases.

**C. Pay Scale Office Administrator**

There are several positions in the organization where the pay increases after a certain number of years of service. The Manager will speak to the partner municipalities to gather information about their practices and suggested the matter be deferred to a future meeting. The President acknowledged the experience of the current Office Administrator as an asset to SMART. Scott Mackey noted that almost every pay scale rises to the job rate of the position in about five to seven steps and once an incumbent reached the top level, they "max out" and then receive only "cost of living increases", which is how public sector compensation is administered. Warren Dickert agreed noting that once a person reaches the top of the salary scale, they receive only annual pay scale adjustments unless there are responsibilities added to the job, when it would be appropriate to review the pay.

**D. Masks**

The government mandate ended last year and masks are no longer mandated. In October, the province recommended wearing masks and so in November, a directive was placed on the SMART web site that clients are to wear masks. Drivers indicated that they wanted to more broadly enforce the directive and so the Manager checked with SMART's legal counsel who advised that it is

preferable to have Board approval. Consequently, the Manager requested that the Board adopt a requirement that clients wear masks while in vehicles.

Warren Dickert supported the wearing of masks without a mandate and questioned whether rides would be refused to those not wearing masks and would drivers be disciplined for not requiring clients to wear masks. He said that if SMART wishes to adopt such a directive, it has to be prepared to enforce it. The Manager advised that it is up to staff whether to wear masks. The President said that if either party requests the other party to wear a mask, they should be required to do so and he believes that if a client asks a driver to wear a mask, the driver should be obligated to do so. He noted that SMART transports vulnerable people and should take the same approach as medical institutions, although that approach might not be enforceable. Scott Mackey said that it is a difficult subject and there is not a lot of mask wearing in Grey Bruce these days, but it would not be prudent to go against provincial advice. He suggested that the Manager contact other similar transit organizations to determine their practices. Monica Singh-Soares pointed out that there are people who want to wear masks and those who are not able to and she would recommend that masks not be mandated. Cheryl Grace added that it would be nice for drivers to provide guidelines but it is difficult to impose them and so it would be best to go with the provincial guidelines and provide guidance to drivers about how to deal with situations involving non-compliance.

The Manager will collect information about other transit organizations' practices.

**E. Grey Transit Route Contract**

The GTR proposed modifications to its contract with SMART, including issues such as having service restored within 90 minutes of a breakdown, and if service is more than 5 minutes late, it is considered to be behind schedule, and if it is 15 minutes late, it is considered to be a missed trip. Some of these requirements are too prescriptive and might be difficult to abide by since the five minute requirement, for example, could not necessarily be adhered to 100% of the time depending on how long it takes the client to get to the vehicle or answer the door.

The contract provides GTR customers with accessible transportation through SMART and Warren Dickert provided background information, noting that the GTR approached SMART asking for help in meeting its goals as a regional wide service. Working with the GTR was an opportunity to showcase SMART's service and at the same time, help the GTR. The first contract was fairly open and easier to manage, but was then revised and SMART is not set up to meet all the needs of the GTR as demonstrated by the changes they proposed to the contract. SMART might struggle to meet their needs to its detriment, and in such a case, should perhaps not proceed with the contract.

Scott Mackey agreed, noting that SMART was doing a favour for Grey County because it could not meet the accessibility requirements. He would like to see SMART help the GTR but on its terms and the arrangement has to be workable. He suggested removing the troublesome requirements and then see where GTR stands on the issues.

**Motion #2023-004**

Moved by Cheryl Grace; seconded by Scott Mackey

That the Manager be authorized to submit contract changes to the GTR and report back to the Board.  
**Carried**

**F. Canadian Urban Transit Research & Innovation Consortium**

This item was deferred.

**G. Strategic Plan**

The President noted that the current strategic plan was done early in the previous Board's term, and there are issues as to what SMART should be doing. He believes that some of the ideas put forward



have been radical and risky, but there is enough in the current plan to allow the development of a list of priorities. Discussion ensued on the value of a strategic plan and it was agreed that it needs time and consideration. Since there are a lot of new Board members, it would be advantageous to have a day within the next six weeks for an in depth review of the plan, including a consideration of what SMART would like the municipalities to contribute and to share history. Scott Mackey said a 24/7 service would be ideal but is not doable and the Board should focus on where SMART is going.

Warren Dickert provided some background, noting that the strategic plan was done in 2019 for the first time and a lot has changed since. He suggested it is important to share experiences, including what transpired during Covid, the hiring of a new manager, setting of new priorities, and a focus on donations. He added that developing a succinct strategic plan is necessary to give clear direction to the Manager and time should be set aside to do that properly.

Jennifer Christie-Shaw agreed, adding that goals and metrics seem to be missing from the plan and it would be a great time to celebrate what has been done so far. SMART should define what it wants to look like and be, along with different scenarios including with and without municipal funding. It is risky to rely on municipal funding and options should be identified as a form of “future proofing”. Monica Singh-Soares agreed that it would benefit SMART to dive into the strategic plan, although goals are needed and a case analysis framework would be helpful. It is important to keep what is working and do a comparative analysis.

The President said that time dedicated to the strategic plan would be beneficial especially for new members, who might also appreciate a tour, including viewing vehicles so as to appreciate SMART’s unique situation.

Scott Mackey proposed spending a full day from 10 am to 3 pm for example, given that Board members are coming from all over Grey Bruce. He added that the Manager can bring forward information to illustrate SMART’s business including issues such as the various purposes of trips, how Long Term Care Homes use the service, how the costing is done, ridership statistics, and so on. He said it would be a good refresh for all involved and the morning would be devoted to what the service is, followed by lunch, with the afternoon session to focus on a refresh of the strategic plan.

The Manager was directed to organize the session on the strategic plan.

#### **H. Resident or Taxpayer on SMART Website**

The SMART policy says that service is to be provided to users who are “property tax payers” but the website says “resident”. He asked the Board to authorize removing “taxpayer” and replacing it with “resident”. Scott Mackey described the situation of a taxpayer in Chatsworth who went to live in a long term care facility in Owen Sound and uses SMART to attend family functions. If “taxpayer” were replaced with “resident”, this person would not be eligible for the service because he is not a “resident” of Chatsworth. Cheryl Grace suggested using “resident or taxpayer” and Scott Mackey said that there should be a limit so that someone who lives in Montreal for example but owns property in one of the municipalities could not get service. Warren Dickert clarified that there is a 20 km radius limit, and the manager should create a policy to preclude the situation raised by Scott Mackey. He agreed that “taxpayer or resident” should be used. The Manager clarified that when clients sign up on line, they enter details of their residence which is confirmed by SMART.

#### **Motion #2023-005**

Moved by Doug Townsend; seconded by Warren Dickert

That both the SMART website and the Individual User Fees policy be modified to read “Service will be provided to any qualified user who is a property taxpayer or resident in a member municipality and who resides within 20 km of the SMART membership area.”

**Carried**

**I. Participation in Ontario Transportation Expo (Toronto) – 16 – 19 April 2023**

The Manager noted that this event would be a good networking opportunity to speak to OEMs (original equipment manufacturers). He suggested going next year if the Board felt it is not within budget. Scott Mackey suggested that this is a new budget year and the manager should decide which would be the most effective option for him. Cheryl Grace and Monica Singh-Soares supported attendance at the event.

**9. Correspondence**

There was no correspondence.

**10. Reports and Recommendations**

**A. Report on October, November and December 2022 Operations**

The Manager reviewed the report, and there were questions about Grey Highlands ridership. From May 1 – December 31, 2022 there were 157 rides, 16 from Grey Highlands. A total of 4,193 kilometers were billed for generating fees of \$3,812. There are 22 registered clients in Grey Highlands with 16 active.

The source data for the “Driver Data” report is the NOVUS system and that deadheading contributes to these numbers appearing as they do, along with trips for medical appointments to places such as London, Burlington, and Mississauga. Some drivers only want to drive locally or drive only a small number of hours. Warren Dickert suggested firming up driver expectations and that being receptive to driver preferences is difficult when a driver has a SMART vehicle parked at his or her home but only wants to work a few days a week. He suggested that this be discussed at the strategic planning session.

Warren Dickert also asked about the variation shown in the Weekly Hours Worked report. The Manager said that it depends on the number of drivers available, and if there are more rides, drivers might make themselves available. The report shows driver hours available rather than vehicle hours which highlights an opportunity regarding the capital investment in vehicles. The manager explained that Wednesday is the busiest day of the week and there are gaps during the day since most rides are between 7:30 – 9:00 a.m. and 2:30 – 5 pm. and many clients are attending programs during the gap between 9:00 a.m. and 2:30. The Manager explained that this data comes out of the NOVUS booking system and the accounting system which do not talk to each other. There can be discrepancies between booked hours versus real hours as a result of cancellations, and 20% of rides are in fact cancelled. He added that the most accurate information is in the accounting system.

The Manager confirmed that he and the new dispatcher have been trained on NOVUS which has helped, but does not change the data. Warren Dickert suggested that SMART should be able to capitalize more on the data in the system to better utilize its capabilities.

**Motion #2023-006**

Moved by Jennifer Christie-Shaw; seconded by Warren Dickert

That the Board approve Report SL2022-1031 October, November and December 2022 Operational report as presented.

**Carried**

**11. Committee Reports**

There were no Committee Reports.

The Board discussed the situation of Grey Highlands which is on a trial arrangement to May 1, 2023. If it wishes to leave the arrangement, it should have already submitted a letter to that effect based on the agreement. Warren Dickert noted that the trial was to have been for one year and that the contracts should be aligned to end at the end of 2023. If Grey Highlands wants to continue beyond the end of 2023, then it

would have to enter into a partnership agreement, like the other municipalities. The Manager explained that the fees were prorated to May 1, 2023 using the same formula as for the other municipalities. Paul Allen explained that the Grey Highlands CAO has given provisional approval for a contribution of \$23,432. Scott Mackey said that it would be a positive move to have Grey Highlands as a voting member of SMART, which could be a step towards a unified service across Grey Bruce.

**12. Closed Session**

There were no items for a closed session.

**13. Adjournment & Upcoming Meeting Dates**

It was clarified that Board members do not need permission from their Council to attend SMART sessions and Scott Mackey said that the usual process is that Councillors attend meetings of the committees and Boards that they have been assigned to and submit their per diem expenses. Board Members generally brief their Councils on SMART activities.

**Motion #2023-007**

Moved by Scott Mackey; seconded by Cheryl Grace

That the Board hold a strategic planning session on Friday, March 24, 2023 from 10:00 a.m. to 2:00 p.m. including lunch, to be followed at 2:00 p.m. by a regular monthly Board meeting.

**Carried**

**Upcoming Meeting Dates**

Friday, February 24, 2023, 1:30 p.m. via Zoom (Regular Monthly Board Meeting)

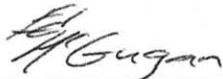
Friday, March 24, 2023, 10:00 a.m. – 2:00 p.m.. (Strategic Planning Session) to be followed by the Regular Monthly Board Meeting at 2:00 p.m.

**Motion**

Moved by Monica Singh-Soares; Seconded by Warren Dickert

That the Board of Directors of SMART adjourn at 4:03 p.m.

**Carried**



Ed McGugan, President



Catherine McKay, Recording Secretary

## Saugeen Mobility And Regional Transit

### PROPOSED 2023 BUDGET - 7% INCREASE

	BUDGET 2019	BUDGET 2020	BUDGET 2021	BUDGET 2022	BUDGET 2023
Individual Rides	25300	25300	16000	17834	18500
Group Rides	7200	7200	2000	3693	4500
<b>REVENUE</b>					
Municipal funding					
Arran-Elderslie	\$ 49,063.39	\$ 51,155.61	\$ 50,764.38	\$ 62,104.00	\$ 72,131.56
Brockton	\$ 85,636.55	\$ 98,535.79	\$ 89,813.43	\$ 81,452.00	\$ 86,651.03
Chatsworth	\$ 40,113.32	\$ 50,221.57	\$ 51,138.04	\$ 53,873.00	\$ 44,552.41
Hanover	\$ 137,245.25	\$ 150,546.05	\$ 114,082.94	\$ 128,656.00	\$ 137,465.36
Huron-Kinloss	\$ 52,305.39	\$ 54,836.86	\$ 44,441.60	\$ 33,266.00	\$ 40,967.98
Kincardine	\$ 78,896.89	\$ 98,364.90	\$ 74,967.16	\$ 81,966.00	\$ 85,954.68
Saugeen Shores	\$ 113,827.20	\$ 131,833.61	\$ 110,843.43	\$ 120,127.00	\$ 131,003.29
Southgate	\$ 26,534.55	\$ 32,838.79	\$ 35,817.85	\$ 26,924.00	\$ 27,154.95
West Grey	\$ 76,377.46	\$ 81,666.82	\$ 78,131.17	\$ 94,132.00	\$ 104,393.74
Grey Highlands	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 23,432.39
Sub-total	\$ 660,000.00	\$ 750,000.00	\$ 650,000.00	\$ 694,500.00	\$753,707.39
User fees - Individuals	\$ 350,000.00	\$ 342,500.00	\$ 230,000.00	\$ 339,511.00	\$ 350,000.00
User fees - Group Excursions	\$ 44,000.00	\$ 37,500.00	\$ 14,000.00	\$ 31,350.00	\$ 35,000.00
Donations	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,271.00	\$ 7,000.00
Other	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,786.00	\$ 2,500.00
School transportation	\$ -	\$ -	\$ -	\$ 7,743.00	\$ 9,000.00
<b>NET LOCAL REVENUE</b>	<b>\$ 1,060,000.00</b>	<b>\$ 1,136,000.00</b>	<b>\$ 900,000.00</b>	<b>\$ 1,078,161.00</b>	<b>\$1,157,207.39</b>
<b>EXPENSES - net of HST</b>					
Audit - not an eligible MTO expense	\$ 14,000.00	\$ 19,000.00	\$ 19,000.00	\$ 17,421.00	\$ 19,000.00
Advertising & Website	\$ 10,000.00	\$ 4,000.00	\$ 2,000.00	\$ 1,043.00	\$ 1,000.00
Donations	\$ -	\$ -	\$ -	\$ 100.00	\$ 300.00
Account write-off	\$ -	\$ -	\$ -	\$ 241.00	\$ 500.00
Bad debts & Collection	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 185.00	\$ 3,000.00
Bank monthly fee&charges	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,829.00	\$ 2,000.00
Moneris charges	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,282.00	\$ 2,000.00
Bank interest on line of credit	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,679.00	\$ 3,000.00
Insurance - liability & property	\$ 5,000.00	\$ 6,000.00	\$ 8,000.00	\$ 8,301.00	\$ 9,000.00
Legal	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 24,843.00	\$ 3,000.00
Membership fees	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,176.00	\$ 3,500.00
Driver Training, Apparel, Misc	\$ 6,000.00	\$ 7,000.00	\$ 5,000.00	\$ 4,135.00	\$ 5,000.00
Covid-19 Pandemic Supplies	\$ -	\$ -	\$ -	\$ 690.00	\$ 1,000.00
MTO Liason	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,694.00	\$ 8,000.00
Office Supplies & Postage	\$ 15,000.00	\$ 16,500.00	\$ 14,000.00	\$ 14,180.00	\$ 14,000.00
Computer System	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 21,317.00	\$ 22,000.00
Novus licensing fee (annual)	\$ -	\$ -	\$ -	\$ 21,502.00	\$ 22,000.00
Office Rent	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,716.00	\$ 16,000.00
Telephones	\$ 27,000.00	\$ 30,000.00	\$ 30,000.00	\$ 17,464.00	\$ 24,000.00
Travel, Meals, Parking, etc	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,314.00	\$ 3,000.00
Vehicles					
Fuel - cost less federal rebate	\$ 200,000.00	\$ 168,000.00	\$ 125,000.00	\$ 223,295.00	\$ 250,000.00
Insurance	\$ 50,000.00	\$ 53,000.00	\$ 60,000.00	\$ 90,195.00	\$ 134,924.00
Licenses	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 783.00	\$ 1,000.00
Maintenance	\$ 110,000.00	\$ 106,000.00	\$ 106,000.00	\$ 96,401.00	\$ 100,000.00
Board of Director Expenses	\$ -	\$ -	\$ -	\$ 1,968.00	\$ 2,000.00
Professional Fees	\$ -	\$ -	\$ -	\$ 4,173.00	\$ 4,000.00
Workshops/Conferences	\$ -	\$ -	\$ -	\$ 3,277.00	\$ 3,000.00
Wages & Benefits					
Group Benefit Plan	\$ 40,000.00	\$ 48,000.00	\$ 55,000.00	\$ 39,856.00	\$ 45,000.00
Drivers	\$ 886,000.00	\$ 825,000.00	\$ 600,000.00	\$ 646,684.00	\$ 700,000.00
Office	\$ 200,000.00	\$ 250,000.00	\$ 210,000.00	\$ 225,149.00	\$ 230,000.00
Statutory Benefits	\$ 140,000.00	\$ 126,000.00	\$ 90,000.00	\$ 80,791.00	\$ 85,000.00
<b>NET EXPENSES</b>	<b>\$ 1,760,500.00</b>	<b>\$ 1,736,000.00</b>	<b>\$ 1,400,000.00</b>	<b>\$ 1,582,684.00</b>	<b>\$ 1,716,224.00</b>
<b>NET OPERATING SURPLUS (DEFICIT)</b>	<b>-\$ 700,000.00</b>	<b>-600000</b>	<b>-\$ 500,000.00</b>	<b>-\$ 504,523.00</b>	<b>-\$ 559,016.61</b>

## 2023 PROJECTED CASH-FLOW - 7%

### OPERATIONAL REVENUE SOURCES

Municipal Contributions	\$ 753,707.39	
User Fees	\$ 385,000.00	
Donations	\$ 7,000.00	
Other	\$ 2,500.00	
School Transportation	\$ 9,000.00	
<b>TOTAL OPERATIONAL REVENUE</b>		<b>\$ 1,157,207.39</b>

OPERATIONAL EXPENSES \$ 1,716,224.00

OPERATIONAL DEFICIT (SURPLUS) \$ 559,016.61

### CAPITAL INVESTMENTS

Vehicle purchase (1 x 9 passenger bus)	\$ 150,000.00	
Office and IT upgrade	\$ 10,000.00	
<b>TOTAL CAPITAL INVESTMENTS</b>		<b>\$ 160,000.00</b>

**TOTAL OPERATIONAL DEFICIT AND CAPITAL INVESTMENTS** **\$ 719,016.61**

JAN 27, 2023 MTO GAS TAX FUND BALANCE	\$ 787,371.18
Projected 2023 Provincial Gas Tax Funding	\$ 760,000.00
Projected start of 2024	<b>\$ 828,354.57</b>

**REPORT TO: SAUGEEN MOBILITY & REGIONAL TRANSIT BOARD OF DIRECTORS**  
**FROM: STEPHAN LABELLE, MANAGER**  
**DATE: JANUARY 27, 2023**  
**REPORT: SL2022-1031**  
**SUBJECT: OCTOBER, NOVEMBER AND DECEMBER 2022 OPERATIONAL REPORT**

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**REPORT:**

Attached please find the following October, 2022 report on ridership:

Ridership Statistics

October 2022 saw 2118 rides with \$35,538.45 in user fees. This is an increase of 8% in rides and 21% in fees compared to October 2021. It also shows an increase of 22% in billed kilometers compared to the same period last year.

November 2022 saw 2110 rides with \$34,022.20 in user fees. This is an increase of 7% in rides and 10% in fees compared to November 2021. It also shows an increase of 5% in billed kilometers compared to the same period last year.

December 2022 saw 1857 rides with \$25,036.75 in user fees. This is a decrease of 4% in rides and 7% in fees compared to December 2021. It also shows a decrease of 10% in billed kilometers compared to the same period last year.

As can be seen from the PPT slide, and when compared to previous years, October and November numbers are going up, while December numbers show a slight decrease. We are returning (gradually) to pre-pandemic operations.

There were no incidents involving vehicles or drivers during this period.

**RECOMMENDATION:**

That the board approve Report SL2022-1031 October, November and December 2022 Operational Report as presented.

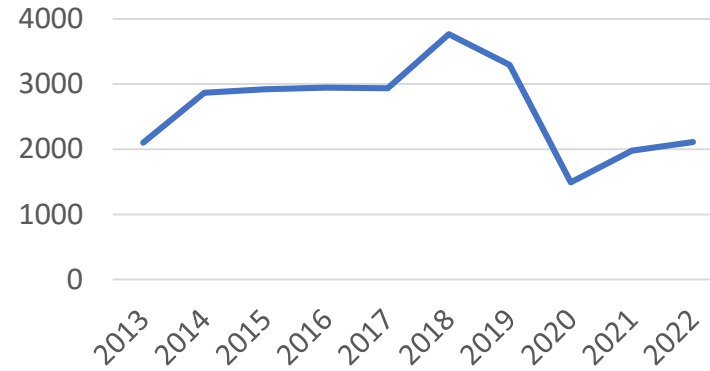
Respectfully submitted,

//signed//

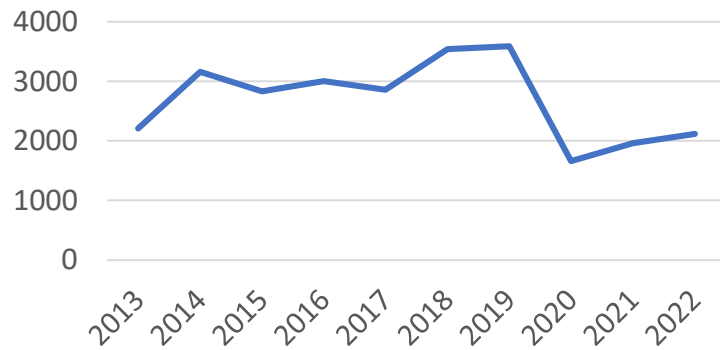
Stephan Labelle  
Manager

# RIDERSHIP

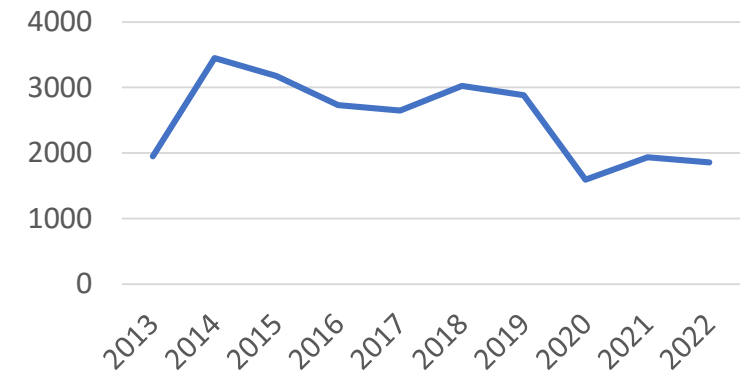
## November 2022



## October 2022



## December 2022





## Minutes

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### Members Present:

Deputy Mayor Jennifer Shaw  
Councillor Brian Dudgeon  
Councillor Moiken Penner  
Member Brett Skinn (Absent)  
Member Nancy Butchart  
Mayor Steve Hammell

### Staff Present:

Sylvia Kirkwood, CAO  
Steve Tiernan, Chief  
Dave Teeple, District Chief  
Pat Johnston, CBO  
Tracey Neifer, Treasurer (Recording Secretary)

### 1. Call to Order

Tracey Neifer, Recording Secretary called the meeting to order at 6:00 pm.

### 2. Election of Chairperson

Tracey Neifer, Recording Secretary opened the floor for nominations.

Member Dudgeon nominated Member Shaw for the position of Chair.

Member Penner seconded the nomination of Member Shaw for the position of Chair.

Member Dudgeon nominated Member Butchart for the position of Vice Chair.

Member Penner seconded the nomination of Member Butchart for the position of Vice Chair.

The Recording Secretary closed the nominations.



**Paisley Fire Hall Sub-Committee Meeting Minutes – January 18, 2023**  
**PFSC#1-2023**

The meeting was turned over to the new Chair Member Shaw.

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

The Committee passed the following resolution:

Moved by: Member Dudgeon  
Seconded by: Member Penner

Be it resolved that the Paisley Fire Hall Subcommittee adopts the agenda of the Committee meeting held on January 18, 2023, as circulated by the Clerk.

**Carried Resolution 1-2023**

### **4. Disclosure of pecuniary Interest**

None declared.

### **5. Adoption of Minutes of Previous Meeting**

The Committee passed the following resolution:

Moved by: Member Dudgeon  
Seconded by: Member Butchart

Be it resolved that the Paisley Fire Hall Subcommittee adopts the minutes of the Committee meeting held on June 14, 2022.

**Carried Resolution 2-2023**

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

None

### **7. Staff Reports**

7.1 - Arran-Elderslie Firehall Concept - Power Point Presentation

**Paisley Fire Hall Sub-Committee Meeting Minutes – January 18, 2023**  
**PFSC#1-2023**

Fire Chief Steve Tiernan gave a presentation to the committee regarding the proposed new fire hall, including site location and concept design.

Additional documents were circulated to the committee:

- Sample drawing of the front view of the proposed fire station
- Floor plans from the Lucknow and Milverton Firehalls

Members had the opportunity to ask questions and seek clarification, which included mezzanine layout/piping, confirmation of 3 bay station, location of administrative offices and parking spaces. CBO Johnston was available to address building questions.

7.2 SRFIN.23.04 Paisley Fire Station No. 80 Sub-Committee, Action Item Update – January 18, 2023

Treasurer, Tracey Neifer, gave her report to the Committee for information purposes.

The report includes action items noting any activity that has taken place. Refer to Attachment 1.

The action items were reviewed with the following discussion or direction related to the items:

- #7 – Bruce County Paramedics: confirmed that the proposed floor plan could accommodate the space requirements of EMS.
  - **Action:** Staff to continue discussions.
- #11 – Surplus Lands: reviewed map including the proposed lot at Canrobert and County Road 3, as well as property to the north.
  - **Action:** Staff to investigate options of acquiring land to the north of the lot
  - **Action:** Staff to review plans for the Paisley Works Building
- #12 – Service Agreements: discussed the importance of long-term commitments and financials sustainability.
  - **Action:** Staff to continue with the review and updating of agreements
- #13 – Communication Plan: pending Council approval of the project.
- #14 – Site Assessment: confirmation of the ability to remove the holding symbol, core sampling indicates the site is a buildable lot, preliminary site preparation costs have been received.

After discussion, the Committee noted support for the location and design, pending the outcome of the action items. Potential timeline

**Paisley Fire Hall Sub-Committee Meeting Minutes – January 18, 2023**  
**PFSC#1-2023**

suggested for 2023 site preparation and 2024 construction.

**8. Other Business**

None

**9. Next meeting date**

February 23<sup>rd</sup> at 6:00 p.m. at the Paisley Fire Station

**10. Adjournment**

The Committee passed the following resolution:

Moved by: Member Dudgeon  
Seconded by: Member Butchart

Be it Resolved that the Paisley Fire Hall Subcommittee adjourns the meeting at 8:16 p.m.

**Carried Resolution 3-2023**

Original Signed by  
Jennifer Shaw

---

**Chair**

Original Signed by  
Tracey Neifer

---

**Recording Secretary**



## Minutes

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### Members Present:

Deputy Mayer Jennifer Shaw  
Councillor Brian Dudgeon  
Councillor Moiken Penner  
Member Brett Skinn (absent)  
Member Nancy Butchart  
Mayor Steve Hammell

### Staff Present:

Sylvia Kirkwood, CAO (recording secretary)  
Steve Tiernan, Chief  
Dave Teeple, District Chief  
Pat Johnston, CBO

### 1. Call to Order

Jennifer Shaw, Chairperson, called the meeting to order at 6:00 pm. A quorum was present.

### 2. Adoption of Agenda

The Committee passed the following resolution:

Moved by: Member Nancy Butchart  
Seconded by: Member Brian Dudgeon

Be it resolved that the Paisley Fire Hall Subcommittee adopts the agenda of the Committee meeting held on March 8, 2023, as circulated by the Clerk.

**Carried Resolution 4-2023**

### 3. Disclosure of pecuniary Interest

None declared.

#### 4. Adoption of Minutes of Previous Meeting

The Committee passed the following resolution:

Moved by: Member Moiken Penner  
Seconded by: Member Brian Dudgeon

Be it resolved that the Paisley Fire Hall Subcommittee adopts the minutes of the Committee meeting held on January 18, 2023.

**Carried Resolution 5-2023**

#### 5. Business Arising from the Minutes

None

#### 6. Staff Reports

6.1 - Arran-Elderslie Firehall Concept – Resolution to Proceed

The Committee passed the following resolution:

Moved by: Member Nancy Butchart  
Seconded by: Member Moiken Penner

Be it resolved that the Paisley Fire Hall Sub-Committee supports the following recommendations:

1. That the site location for the new “**Arran-Elderslie Fire & Emergency Services Paisley Station No. 80**” be located at the north-west corner of Canrobert Street and County Road 3 (Queen Street South) on municipally owned lands described as Lot 8-10 E/S Victoria Street S PL Paisley, further identified as Part 1 & 2 3R-6965;
2. That staff contact the adjacent landowner to north of the lands identified for the future Paisley Fire Station site regarding the opportunity to acquire approximately one (1) acre of additional lands for the purposes of supporting setbacks, drainage and related infrastructure services;
3. That in 2023 site preparation of the municipally owned lands which may include excavation, regrading, extending infrastructure services, etc., for the new fire station lands commence and that a sign be erected on the lands identifying them as the new location

of the “**FUTURE ARRAN-ELDERSLIE FIRE & EMERGENCY SERVICES PAISLEY STATION No. 80**”;

- 4. That staff bring forward concept plans for a three (3) bay drive through fire station on the preferred municipal lands identified for the new fire station to the next available Paisley Fire Hall Sub-Committee Meeting; and
- 5. That these recommendations be brought forward to Council for consideration on March 13, 2023.

**Carried Resolution 6-2023**

**Other Business**

None

**7. Next meeting date**

Next meeting is tentatively scheduled for April 19, 2023 at 6:00pm

**8. Adjournment**

The Committee passed the following resolution:

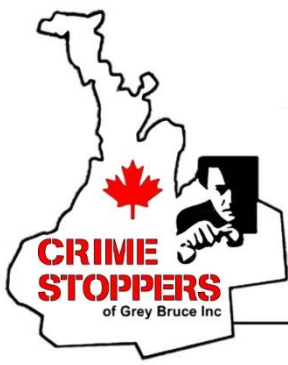
Moved by: Member Brian Dudgeon  
Seconded by: Member Nancy Butchart

Be it Resolved that the Paisley Fire Hall Subcommittee adjourns the meeting at 6:48 p.m.

**Carried Resolution 7-2023**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



# Crime Stoppers of Grey Bruce Inc.

35

P.O. Box 1119, Owen Sound, Ontario N4K 6K6

**1-800-222-TIPS (8477)**  
Submit a Secure Web-Tip at [cstip.ca](http://cstip.ca) or get the P3 Tips Mobile App

Phone: 519 371-6078  
eMail: [crimestopgb@bmts.com](mailto:crimestopgb@bmts.com)

Fax: 519 371-1275  
Web: [crimestop-gb.org](http://crimestop-gb.org)



March 1, 2023

Mayor Steve Hammell  
The Municipality of Arran-Elderslie  
1925 Bruce Road 10, P.O. Box 70  
Chesley ON NOG 1L0  
Christine Fraser-McDonald, Clerk, [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

Dear Mayor and Members of Council:

Crime Stoppers of Grey Bruce Inc. is requesting A COMMITMENT OF A DONATION IN THE AMOUNT OF \$2,500 EACH YEAR FOR THE NEXT TWO (2) YEARS from the Municipality of Arran-Elderslie.

Without the assistance of your municipality the program is at risk of having to close due to lack of funding. Covid has put a strain on our traditional fundraising. We are once again planning our events and have some new fundraising initiatives in the works, but your support will assure the program continues to aid in community safety.

As you are aware, Crime Stoppers assists the police in making many arrests by passing the anonymous tips received by the organization on to the various police agencies in our region.

## Statistics for Grey and Bruce Counties

Over the past 36 years, tips provided to Crime Stoppers of Grey Bruce Inc. have led to the solving of 2,735 cases, with more than 1,760 arrests and the seizure of over \$54.7 Million in stolen property and illegal drugs. Approved awards for these tips amounted to more than \$287,000.

## What is Crime Stoppers?

Each Crime Stoppers organization is a separate entity, which focuses on assisting with the prevention of crime in their local communities. Crime Stoppers is **not part of the local police services**, and the only assistance our local organization receives from the OPP and Municipal Police Services is designated liaison officers who track the progress of the tips and report back with dispositions. Crime Stoppers of Grey Bruce **does not receive direct funding from the provincial or federal government**.

Crime Stoppers is a **completely volunteer based** organization. Our Board of Directors is comprised wholly of volunteers from our local communities. These volunteers are unpaid, and they perform in this capacity **at their own expense**. Crime Stoppers of Grey Bruce employs one full time Program Coordinator who performs all the administrative tasks, receives tips, and forwards them to the respective law enforcement agencies. Crime Stoppers of Grey Bruce is unique in the fact our Coordinator's salary is not paid by a police service associated with the program.

Crime Stoppers offers telephone and encrypted internet based services that allow anyone to provide tips with **anonymity guaranteed**. In exchange for the tips, rewards of up to \$2,000, approved by the respective Board of Directors, are offered. These rewards are **completely funded by donations** by individuals and communities who believe Crime Stoppers offers an invaluable tool in the fight against crime. As there are many worthy causes and not-for-profit organizations in every community, there is a constant fight for the available donation dollars, especially during post-pandemic economic recovery. Crime Stoppers sometimes tends to be at the bottom of this list as many people believe this organization is funded by the police and/or government.

#### **How are Donations Used?**

Donations are used to pay out rewards, purchase office supplies and equipment, assist with attendance fees at local events to promote Crime Stoppers, and for core funding to keep the program running.

Crime Stoppers of Grey Bruce is open to any advice, suggestions, or partnerships that would help in light of the current situation.

We are requesting the opportunity to make a presentation to your municipal council to answer any questions you may have. Crime Stoppers of Grey Bruce thanks you for your commitment to fighting crime and ensuring safer communities for the future generations of Grey and Bruce Counties.

Yours truly,

*Peter Reid*

Peter Reid  
Chairperson  
Crime Stoppers of Grey Bruce Inc.  
crimestopgb@bmts.com  
519-371-6078





March 2, 2023

Ms Christine Fraser McDonald,  
 Clerk, Arran-Elderslie Municipal Council,  
 1925 Bruce Rd 10,  
 Chesley, ON N0G 1L0

Dear Ms Fraser McDonald,

I would like to ask that in your role as Clerk, you include this letter of request in the package for Council's consideration at the next meeting.

On Monday the Chesley Hospital Community Support committee presented a deputation to Council about the activities and plans of our committee to support our ER, our Hospital, our local health care professions and our Physician Recruitment team.

We are planning a peaceful rally in the community on Saturday, April 1<sup>st</sup> to allow members of the area and the community to show their support and we have reserved the Chesley Community Centre as the venue for this event.

We realize you are in budget deliberations presently and would like to request that Council consider our request to waive the standard rental fee for the facility on that date.

Sincerely,

   
 Brenda J. Scott and Hazel Pratt

Co-chairs, Chesley Hospital Community Support

**From:** maxwell johnston <[paisleyevents13@gmail.com](mailto:paisleyevents13@gmail.com)>  
**Sent:** Wednesday, March 8, 2023 4:31 AM  
**To:** Christine Fraser-McDonald <[CFraser@arran-elderslie.ca](mailto:CFraser@arran-elderslie.ca)>  
**Subject:** Follow up on rental pricing for Paisley Blues Festival

Good morning! I submitted an enquiry, via Carly, regarding the potential rental price reduction for the Paisley Community Centre during Paisley Blues Festival (June 2,3,4), as our organization is a registered Canadian Charity (#810265165RR001) and the proceeds from the festival are being donated to a municipal project (Paisley Splash Pad- in 2022, the festival donated \$10,000 to the Splash Pad project). Could you tell me if there is an option for rental price reduction for us?

Thanks!

Maxwell Johnston

President

Paisley Blues Festival

**Township of Southgate  
Administration Office**

185667 Grey County Road 9, RR 1  
Dundalk, ON N0C 1B0



**Phone:** 519-923-2110  
**Toll Free:** 1-888-560-6607  
**Fax:** 519-923-9262  
**Web:** www.southgate.ca

March 2, 2023

To Whom It May Concern

**Re: Resolution of Support – Municipality of Arran-Elderslie – Tile Drainage**

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Please be advised that at their March 1, 2023, Council meeting, the Council of the Corporation of the Township of Southgate approved the following:

No. 2023-098

**Moved By** Deputy Mayor Dobreen

**Seconded By** Councillor Shipston

**Be it resolved that** Council receive the resolution from Arran-Elderslie regarding review and revisions to the current tile drainage loan program facilitated through the Ontario Ministry and Agriculture, Food and Rural Affairs for information; and

**That** Council support the resolution from Arran-Elderslie regarding review and revisions to the current tile drainage loan program; and

**That** Council direct staff to forward the Township's support to the Honourable Doug Ford, Premier of Ontario, Honourable Lisa M. Thompson, Minister of Agriculture, Food and Rural Affairs, Rick Byers, MPP Grey-Bruce-Owen Sound, the Rural Ontario Municipal Association (ROMA), the Association of Municipalities Ontario (AMO), the Ontario Federation and Agricultural and all municipalities in Grey and Bruce Counties.

**Carried**

Respectfully,

Lindsey Green, Clerk  
Township of Southgate

Attachments: Municipality of Arran-Elderslie – Tile Drainage Resolution

cc: Honourable Doug Ford, Premier of Ontario  
Honourable Lisa M. Thompson, Minister of Agriculture, Food and Rural Affairs  
Rick Byers, MPP Grey-Bruce-Owen Sound  
Rural Ontario Municipal Association (ROMA)

Association of Municipalities of Ontario (AMO)  
Ontario Federation and Agricultural (OFA)  
All Municipalities in Grey and Bruce Counties



**The Corporation of the Municipality of Arran-Elderslie**  
**1925 Bruce Road 10, PO Box 70**  
**Chesley, ON N0G 1L0**  
**Main Office (519)363-3039**  
**Fax (519)363-2203**  
**General Inquiries [info@arran-elderslie.ca](mailto:info@arran-elderslie.ca)**

February 14, 2023

Sent Via Email: [minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

The Honorable Lisa M. Thompson,  
 Ministry of Agriculture, Food and Rural Affairs  
 11th Floor  
 77 Grenville St.  
 Toronto, ON M5S 1B3

Re: Tile Drainage Loan Program Review

Dear Minister Thompson,

At its Regular Council meeting held Monday, February 13, 2023, Council of the Municipality of Arran-Elderslie passed the following resolution regarding review and revisions to the current tile drainage loan program facilitated through the Ontario Ministry and Agriculture, Food and Rural Affairs.

Your support on this matter is greatly appreciated.

Warm Regards,

Julie Hamilton  
 Deputy Clerk  
 Municipality of Arran-Elderslie  
 Office 519-363-3039 ext 105  
 Cell 226-668-8323  
[deputyclerk@arran-elderslie.ca](mailto:deputyclerk@arran-elderslie.ca)

Cc: Honorable Doug Ford, Premier of Ontario  
 Rick Byers, MPP Grey-Bruce-Owen Sound  
 Rural Ontario Municipal Association (ROMA)  
 Ontario Federation of Agriculture  
 All Municipalities in Grey and Bruce Counties

**Agenda Number:** 16.1.  
**Resolution No.** 54-03-2023  
**Date:** Monday, February 13, 2023



**Moved by:** Councillor Dudgeon  
**Seconded by:** Councillor Nickason

WHEREAS installing tile drainage is a very common land improvement practice among farmers in Ontario and provides many benefits that allow for increased yields, improved soil conditions and reduces the risk of crop losses; and

WHEREAS the Municipality of Arran-Elderslie is proud of its strong agricultural heritage and continues to thrive as a growing agricultural leader; and

WHEREAS the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) provides landowners in a municipality in Ontario that are planning to install a tile drainage system on their agricultural land with the option for a tile loan under the OMAFRA Tile Loan Program; and

WHEREAS the cost of installing a tile drainage system has increased exponentially over the years with the average cost per acre reaching \$2000 and beyond, coupled with the rising cost per acre of farmland further strengthening the need to invest in the lands to maximize profit realizations; and

WHEREAS the OMAFRA Tile Drainage Loan Program allows for a loan of up to seventy-five percent of eligible costs to install a tile drainage system to a maximum of fifty-thousand dollars in any fiscal year, to an individual, as an individual, or in their role in a partnership or corporation; and

WHEREAS the fifty-thousand dollar maximum has not been increased since 2004 at which time it was increased from twenty-thousand dollars to the current fifty-thousand dollar maximum; and

WHEREAS the Ontario Federation of Agriculture requested an increase to the maximum annual loan amount to \$100,000 in 2021 and no changes to the program have been realized from that request; and

WHEREAS the Council of the Municipality of Arran-Elderslie urges the Ontario Ministry of Agriculture, Food and Rural Affairs to review the provisions of the Tile Loan Program to consider the economic changes that have occurred since the last review was undertaken nineteen years ago in 2004 and consider increasing the maximum loan amount to \$125,000; and

WHEREAS the Council of the Municipality of Arran-Elderslie further urges the Ontario Ministry of Agriculture, Food and Rural Affairs to commit to regular reviews of the program to ensure it remains in line with the current economic conditions;

NOW THEREFORE, be it resolved, that a copy of this resolution be forwarded to the Honorable Doug Ford, Premier of Ontario, Honorable Lisa M. Thompson, Minister of Agriculture, Food and Rural Affairs, Rick Byers, MPP Grey-Bruce- Owen Sound, the Rural Ontario Municipal Association (ROMA), the

Ontario Federation of Agriculture, and all municipalities in Grey and Bruce Counties.

**Carried**

*AD*  
\_\_\_\_\_  
Mayor Initials

*CPM*  
\_\_\_\_\_  
Clerk Initials



**TOWNSHIP OF CHATSWORTH**  
316837 Highway 6, RR 1  
Chatsworth, Ontario N0H 1G0

Telephone 519-794-3232 – Fax 519-794-4499

March 1, 2023

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

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

Attn: Julie Hamilton, Deputy Clerk

**Re: Municipality of Arran-Elderslie Resolution Re: Tile Drainage Loan Program Review**

Please be advised at Township of Chatsworth Council held on March 1, 2023 the following resolution was carried:

THAT Township of Chatsworth Council hereby support the resolution from the Municipality of Arran-Elderslie regarding the Tile Drainage Loan Program Review AND FURTHER THAT the Municipality of Arran-Elderslie be notified of our support

Should you require additional information please contact the undersigned.

Sincerely,

Tyler Zamostny  
Clerk's and Planning Assistant





**PRESS RELEASE**

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

FOR IMMEDIATE RELEASE

## Lake Huron Forever awards grants to stormwater projects in Ontario

[Georgian Bluffs, ON] The Lake Huron Forever initiative was developed in 2019 by shoreline community foundation conservation partners from the United States and Canada to advance water quality protection and healthy sustainable communities on both sides of the lake. Facilitated by Northeast Michigan conservation nonprofit Huron Pines, the Lake Huron partners — Bay Area Community Foundation, Community Foundation Grey Bruce, Community Foundation for Northeast Michigan, Michigan Department of Environment, Great Lakes and Energy, and Saginaw Bay Watershed Initiative Network have convened around an action agenda that encompasses the goal of granting to on-the-ground projects supporting nature-based solutions to stormwater management on both sides of the border.

Lake Huron Forever and its Ontario partners are pleased to announce four grants to regional environmental projects, made possible by the generous support of Bruce Power, which invests \$2 million annually into non-profit organizations that positively impact the environment, community, Indigenous peoples, and health care.

These four Ontario projects supported by the Lake Huron Forever program can kickstart community conversations and actions to design and complete on-the-ground work to strengthen the health and well-being of residents, as well as our natural resources. By focusing on the residents and the resources, Lake Huron Forever aims to integrate Great Lakes stewardship into all aspects of coastal community life.

Four Michigan projects were also awarded similar grants for stormwater management & nature-based solutions in this round, funded by The Consumers Energy Foundation, to Alcona Community Schools, NEMIGLSI, the city of Bay City and to Michigan State University Extension. Funding projects simultaneously in Michigan and Ontario is unique but intuitive, given the shared watershed, and helps to unite communities and organizations toward resilience.

In Ontario, grants were allocated to four applicants during two separate intake windows facilitated by The Sustainability Project. Funding will arrive to the projects in time for their spring activities.

“With the help of so many partners and volunteers, we’re happy to have helped identify projects in the region that use nature-based solutions to stormwater management to increase our landscape’s resilience to climate change,” says Leigh Grigg from The Sustainability Project, a partner in the international alliance.

The successful projects in Ontario combine a mix of educational and in-the-ground activities.

**“Green Ribbon Champion” Coastal Stewardship & Education Program** - Lake Huron Coastal Centre. The program will be providing advice, support, and resources to shoreline residents, and also recognizes





## PRESS RELEASE

Engage communities and activate local solutions to sustain a healthy Lake Huron Forever.

landowners that have made exceptional contributions to shoreline health. The project will also put on a series of workshops, site visits, and restoration events.

**Schoolyard Stormwater Bioswale** - Stewardship Grey Bruce. The project will establish an educational raingarden & bioswale, alongside tree planting as part of a Tiny (Miyawaki) Forest at Peninsula Shores District School in Wiarton. Workshops will involve students in the bioswale design and selection of appropriate native plants, and will also talk about stormwater management.

**Healthy Soil, Healthy Water** - Grey Sauble Conservation Authority (GSCA). This project will assist and advise landowners on using permanent cover as an invaluable tool across GSCA's watershed, seeing as a severely erodible landscape has the potential to negatively impact Lake Huron's water quality. With the grant, GSCA will now be able to add an additional 200 acres to their Cover Crop initiative.

**Kagawong River Stream Restoration** - Manitoulin Streams. The site restoration will also help initialize nature-based solution adaptations in the community to aid in climate change resilience to support the municipality's Community Energy and Emissions Plan, and provide opportunities for the public to become engaged with these shared natural spaces.

"Bruce Power is committed to strengthening our communities, protecting our environment and enhancing a clean, safe and sustainable way of life for present and future generations," said Mike Rinker, Bruce Power's Vice President, Regulatory, Environment and Sustainability. "We are excited to partner with Lake Huron Forever to support these important initiatives that help to protect and enhance the health of Lake Huron, its surrounding ecosystems, and the communities which depend on it."

To learn more about Lake Huron Forever, the action agenda, and the upcoming One Water Gathering conference in Grand Bend, please visit [www.lakehuronforever.org](http://www.lakehuronforever.org).

### About us

**The Sustainability Project**, formerly known as Grey Bruce Sustainability Network, brings together community members who reside in this region, the Traditional Territory of the Saugeen Ojibway Nation, who are dedicated to *creating a culture of sustainability*. **Community Foundation Grey Bruce** has a mandate to enhance community vitality by fostering open discussion about local need, sharing knowledge, and growing endowments to provide strategic granting and support to a wide range of non-profit organizations. **Lake Huron Coastal Centre** is a non-government charitable organization established in 1998 with the goals of protecting and restoring Lake Huron's coastal environment, and supporting a healthy coastal ecosystem through education, restoration, and research projects.

**For more information and/or interviews, please contact Leigh Grigg, The Sustainability Project  
519 270 8041**

**GREY SAUBLE CONSERVATION AUTHORITY  
MINUTES**  
Full Authority Board of Directors  
Wednesday, December 21, 2022, at 1:00 p.m.

---

The Grey Sauble Conservation Authority (GSCA) Board of Directors' meeting was held in a hybrid format of in-person at the Grey Sauble Conservation Authority Administrative Office and virtually via the meeting application, WebEx.

**1. Call to Order**

Chair Scott Greig called the meeting to order at 1:15 p.m., welcomed all those present in person and virtually, and made welcome new members. Members took a moment to introduce themselves. Chair Scott Greig made a land acknowledgement declaration.

Directors Present In-Person: Chair Scott Greig, Marion Koepke, Scott Mackey, Robert Uhrig, Tony Bell, Cathy Moore Coburn, Sue Carleton

Directors Present Virtually: Jennifer Shaw

Regrets: Nadia Dubyk, Alex Maxwell, Jay Kirkland

Staff Present: CAO, Tim Lanthier; Administrative Assistant, Valerie Coleman; Manager of Information Services, Gloria Dangerfield; Manager of Financial and Human Resource Services, Alison Armstrong; Manager of Conservation Lands, Rebecca Anthony; Water Resources Coordinator, John Bittorf; Forestry Coordinator, Mike Fry; DSWP Coordinator, Carl Seider; Manager of Environmental Planning, MacLean Plewes

**2. Disclosure of Pecuniary Interest**

The Directors were reminded to disclose any pecuniary interest that may arise during the course of the meeting. No disclosures of pecuniary interest were expressed at the time.

**3. Call for Additional Agenda Items**

Nothing at this time.

#### 4. Adoption of Agenda

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<b>Motion No.:</b> FA-22-106	<b>Moved By:</b> <b>Seconded By:</b>	<b>Sue Carleton</b> <b>Robert Uhrig</b>
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**THAT the Grey Sauble Conservation Authority Board of Directors approve the agenda of December 21, 2022.**

**Carried**

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#### 5. Approval of Minutes

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<b>Motion No.:</b> FA-22-107	<b>Moved By:</b> <b>Seconded By:</b>	<b>Cathy Moore Coburn</b> <b>Tony Bell</b>
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**THAT the Grey Sauble Conservation Authority Board of Directors approve the Full Authority minutes of October 26, 2022.**

**Carried**

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#### 6. Business Out of Minutes

Nothing at this time.

#### 7. Consent Agenda

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<b>Motion No.:</b> FA-22-108	<b>Moved By:</b> <b>Seconded By:</b>	<b>Scott Mackey</b> <b>Marion Koepke</b>
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**THAT in consideration of the Consent Agenda Items listed on the December 21, 2022, agenda, the Grey Sauble Conservation Authority Board of Directors receives the following items: (i) Environmental Planning – Section 28 Permits – October & November 2022; (ii) Administration – Receipts & Expenses – October & November 2022; (iii) Correspondence – Letter from GSCA to Premier Ford & Letter from GSCA Environmental Planning Department; (vi) Recent Media Articles**

**Carried**

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#### 8. Business Items

##### i. Administration

##### a. Board Introduction and GSCA Overview

The CAO, Tim Lanthier provided a presentation to the Board introducing the Grey Sauble Conservation Authority (GSCA) with an overview of its geographic boundaries, operational makeup, funding breakdown, and programs and services. It was noted that a full orientation for Board Members would be held in 2023.

CAO Lanthier gave an overview of the role and responsibilities of GSCA Directors and noted that a more in-depth discussion of these will be held in 2023.

CAO Lanthier spoke briefly to the most recent changes to the Conservation Authorities Act (CAA) and included some details on the Ministry appointed Agricultural Representative, GSCA’s mandatory and non-mandatory programs and services, and the other pieces that became required under the act.

Chair Greig noted the amount of time staff have redirected and dedicated to managing information coming from the Ministry with regard to the changes.

**b. Board Meeting Schedule for 2023**

Chair Greig noted that the GSCA Board of Directors has traditionally met on the 4<sup>th</sup> Wednesday of the month at 1:15 p.m.

A Member (Koepke) asked if staff find that the 4<sup>th</sup> Wednesday works for staff. CAO Lanthier answered that it does.

CAO Lanthier noted that, prior to December’s meeting, a Board member expressed concern regarding a conflict with their municipal meeting schedule. Formal approval of the Board schedule will be held at the AGM.

A Member (Coburn) noted that the 4<sup>th</sup> Wednesday of the month does not necessarily work for them.

Discussion was had with regard to various municipal schedules and how the GSCA Full Authority meetings dove tail into them. It was generally agreed upon that the current schedule works well with few conflicts.

CAO Lanthier requested that the Board consider not meeting in January and making the February AGM be the first meeting of 2023, this was met with agreement.

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<b>Motion No.:</b>	<b>Moved By:</b>	<b>Marion Koepke</b>
<b>FA-22-109</b>	<b>Seconded By:</b>	<b>Scott Mackey</b>

**THAT the GSCA Board of Directors adopt a schedule that reflects Full Authority meetings to be held on the 4th day of the month at 1:15 pm.**

**Carried**

**c. Passing of Bill 23**

The CAO, Tim Lanthier provided a presentation on the Bill 23 – More Homes Built Faster Act and noted that it had undergone a 3<sup>rd</sup> Reading and received Royal Assent on November 28<sup>th</sup>. A summary of the major changes to the CAA were reviewed.

A Member (Chair Greig) asked with regard to the disposition of conservation lands. The CAO clarified the factors involved.

A Member (Carleton) asked if GSCA currently has land that would be considered developable lands. The CAO answered that GSCA may; however, they may not be suitable for development. Staff will work through inventory process and report back to the Board.

CAO Lanthier spoke to issues that staff have identified.



**e. Administration Office Cleaning Contract**

The CAO spoke to the results of the administrative office cleaning contract tender. Three bids were received with two of the contractors having had a tour of the facility. Staff recommended awarding the contract to O-Kay Cleaners of Owen Sound.

A Member (Mackey) asked how many hours are included in the contract and if staff explored the option of having internal staff conducting the required work. CAO Lanthier responded that the cleaners would take about four person-hours on a weekly basis. Staff did not look internally as there are not staff currently on the team that would be qualified to conduct the work required.

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<b>Motion No.:</b> FA-22-112	<b>Moved By:</b> <b>Seconded By:</b>	<b>Sue Carleton</b> <b>Tony Bell</b>
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**WHEREAS the Grey Sauble Conservation Authority (GSCA) cleaning contract was terminated and was put out to tender;**

**AND WHEREAS, GSCA staff received and reviewed three bids;**

**AND WHEREAS, O-Kay Cleaners provided the lowest cost, met all of the requirements, and provided three satisfactory references;**

**THAT the Grey Sauble Conservation Authority Board of Directors award the administrative center cleaning contract to O-Kay Cleaners for their total bid of \$875.00 plus HST per month, to begin January 1, 2023 and end December 31, 2026.**

**Carried**

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**The Board recessed for 10 minutes at 2:40 pm.**

**The Board resumed session at 2:53 pm.**

**f. 2023 Draft Budget**

CAO, Tim Lanthier, presented the drafted 2023 Budget and noted that it was being presented later than typical due to circumstances around CAA changes and the 2022 Municipal Election.

CAO Lanthier summarized the details of the Environmental Planning Fee review process, results, and its impact on the 2023 budget process, the effect of increased visitation and parking revenues on the operating department budget, and the effect of lower timber harvest revenues on the forestry department.

CAO Lanthier introduced the 2023 Budget Companion that staff had created to illustrate the budget and noted that it should answer most initial questions.

The operating budget currently sits at a 2.99% levy increase or \$45,295, split between the eight municipalities. The capital budget is proposing a \$38,700 increase, this is intended to assist with long-term capital needs, including the future renewal of the administration centre.

A Member (Uhrig) asked with regard to management's satisfaction with current GSCA staffing levels. The CAO responded that with the addition of the Water Resources

Engineer included in the 2023 budget, mandatory staffing positions will be covered. However, there are some future goals and staffing positions that would require more investigation.

The CAO reviewed the budget consultation process once Board approval has been given to move forward.

A Member (Carleton) raised concern regarding the funds going into reserves being less than the funds coming out, and the potential for challenges in the future. The CAO clarified that there are significantly less funds coming out of reserves in 2023 than in 2022.

A Member (Chair Greig) asked with regard to the forestry reserves. The CAO stated that there is no expectation to see the level of revenues of previous decades. The Forestry Coordinator, Mike Fry added that staff utilize a 15-year cycle for forest operations. Staff are trying to be conservative and striving to not over harvest properties.

A Member (Chair Greig) asked with regard to GIS workstations, are these necessary. The CAO clarified that these are asset updates to technology needs and not physical desks.

A Member (Carleton) asked how much reduction in timber growth is due to climate change. Mike Fry answered that staff could not specifically quantify the effect of climate change, however; it is certainly a factor.

A Member (Coburn) commented that they would prefer to see less reliance on timber harvest revenues.

A Member (Mackey) asked what opportunities there are for revenue generation to capitalize on those visitors from outside of the watershed. The CAO responded that staff are investigating additional opportunities that will be brought forward as the business cases are developed.

A Member (Greig) asked with regard to the Water Resources engineer position and where it is allocated. The CAO responded that it is predominantly allocated to planning, however; there may be a shift in the future.

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**Motion No.:**  
**FA-22-113**

**Moved By: Marion Koepke**  
**Seconded By: Tony Bell**

**WHEREAS GSCA Staff have prepared the 2023 Draft Budget for the Board of Directors' consideration,**

**AND WHEREAS the Conservation Authorities Act requires that this Draft Budget be circulated to participating municipalities for a minimum 30-day commenting period,**

**THAT the Grey Sauble Conservation Authority Board of Directors receive the 2023 Draft Budget,**

**AND THAT Staff be directed to distribute the 2023 Draft Budget and Budget Companion to participating municipalities for the minimum 30-day review period.**

**AND THAT Staff bring a report before the Board of Directors at the February 2023 meeting of the Board for final review and approval of the 2023 Draft Budget back**

**Carried**

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ii. **Water Management**

Nothing at this time.

iii. **Environmental Planning**

a. **Environmental Planning Fee Schedule Update**

The CAO spoke to the updates to the previously approved Environmental Planning Fee Schedule that became necessary by the passing of Bill 23. Staff have extracted the fees related to the Planning Ecologist position and updated the fees accordingly. Staff provided a side-by-side comparison of the changes to the fee schedule. Staff recommended that the proposed fee schedule be effective immediately.

A member (Carleton) asked what the Board's reasoning was to not move forward with the Planning Ecologist position. The CAO clarified that with the passing of Bill 23, CAs have been removed from commenting on Natural Heritage items and this has made the Planning Ecologist position unnecessary.

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**Motion No.:**  
FA-22-114

**Moved By:** Scott Mackey  
**Seconded By:** Cathy Moore Coburn

**WHEREAS, the Board of Directors endorsed the Program Rates and Fees Review Final Report prepared by Watson's & Associates Economists Ltd.;**

**AND WHEREAS, the Board of Directors approved the Planning and Permitting Fee Schedule at the October Full Authority meeting;**

**AND WHEREAS changes in proposed staffing needs require an amendment to this Schedule THAT THE Board of Directors approve the reduced 2023 Plan Review and Permit fee schedules;**

**Carried**

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b. **Section 28 Regulation Consultation Comments**

The Manager of Environmental Planning, MacLean Plewes, gave a brief background of the requirements of Conservation Authorities and the proposed changes to the regulation.

MacLean provided some high-level comments and noted that staff are generally in favour of the changes being proposed with some minor comments.

A Member (Mackey) asked with regard to permits required for municipal drain clean out. MacLean clarified that a permit would be required, however; municipal projects are not subject to GSCA fees.

A Member (Greig) asked with regard to the variance between the two different watershed standards being used in GSCA, 100-year versus Timmins storm. Water Resources Coordinator, John Bittorf explained that a flood plain study was conducted on the Sauble River, at the time affected municipalities requested that the lesser 100-year standard be employed.

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**Motion No.:**  
FA-22-115

**Moved By:** Sue Carleton  
**Seconded By:** Robert Uhrig

**WHEREAS, on October 25, 2022, the Province of Ontario released the “Proposed updates to the regulation of development for the protection of people and property from natural hazards in Ontario” consultation guide on the Environmental Registry of Ontario, ERO #019-2927;**

**THAT THE GSCA Board of Directors receive Staff Report 036-2022 for ERO Posting #019-2927 as information.**

**Carried**

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**iv. Operations**

Nothing at this time.

**v. Conservation Lands**

Nothing at this time.

**vi. Forestry**

Nothing at this time.

**vii. Communications/Public Relations**

Nothing at this time.

**viii. Education**

Nothing at this time.

**ix. GIS/IT**

Nothing at this time.

**x. DWSP**

Nothing at this time.

**9. New Business**

**10. CAO’s Report**

The CAO, Tim Lanthier, welcomed all of the new Members to the Board and gave an update on activities from the past month.

CAO Lanthier noted that Bill 23, the Budget, and the Election have claimed most of his time the past few months.

As required, the Transition Plan quarterly report has been completed and will be submitted by the end of 2023.

Staff have provided notice to the Minister that website requirements have been met.

Member pass sales for 2022 saw 1140 resident and 34 non-resident passes sold. The library loan program with Bruce and Grey County library branches was once again well received and had more than 100 loan outs of the passes reported.

A Member (Uhrig) asked with regard to a lack of a marketing budget. CAO Lanthier explained that the GSCA does have communications specialist on staff that works to market properties through community partnerships, social media, website, and the explore brochure. Staff have found that the properties have reached a point at which they market themselves.

A Member (Uhrig) asked with regard to municipal projects and the role that GSCA plays, in particular the planned Meaford Pumped Energy project. The CAO explained that GSCA does not have jurisdiction on Federal lands, however; GSCA does have jurisdiction in the water. It was noted that GSCA is not currently involved in the specified project, however; staff will review any permits submitted.

#### 11. **Chair's Report**

Chair Greig thanked staff for their work and support over the last four years. Also, expressed gratitude to Board members.

#### 12. **Other Business**

Nothing at this time.

#### 13. **Resolution to Move into Closed Session**

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<b>Motion No.:</b>	<b>Moved By:</b>	<b>Marion Koepke</b>
<b>FA-22-116</b>	<b>Seconded By:</b>	<b>Scott Mackey</b>

**THAT the Grey Sauble Conservation Authority Board of Directors proceed into closed session at 3:52 pm to discuss matters related to the following:**

- i. **Minutes of the Closed Session of the Regular Board of Directors meeting held on October 26, 2022; and,**
- ii. **Minutes of the Confidential Closed Session of the Regular Board of Directors meeting held on October 26, 2022.**

**AND FURTHER THAT CAO, Tim Lanthier, Administrative Assistant, Valerie Coleman, and Manager of Information Services, Gloria Dangerfield, will be present.**

**Carried**

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#### 14. **Resolution that the Board of Directors has resumed Open Session**

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<b>Motion No.:</b>	<b>Moved By:</b>	<b>Sue Carleton</b>
<b>FA-22-117</b>	<b>Seconded By:</b>	<b>Cathy Moore Coburn</b>

**THAT the Grey Sauble Conservation Authority Board of Directors resume open session.**

**Carried**

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**15. Resolution Approving the Closed Session Minutes**

**Motion No.:**  
**FA-22-118**

**Moved By: Marion Koepke**  
**Seconded By: Scott Mackey**

**THAT the Grey Sauble Conservation Authority Board of Directors approve the October 26, 2022, Closed Session and Confidential Closed minutes as presented in the closed session agenda.**

**Carried**

**16. Reporting out of Closed Session**

The Board reviewed and approved both the Closed Session minutes of October 26, 2022 and the Confidential Closed Session Minutes of October 26, 2022.

**17. Next Full Authority Meeting**

Wednesday February 22, 2022

**18. Adjournment**

The meeting was adjourned at 3:59 p.m.

**Motion No.:**  
**FA-22-119**

**Moved By: Cathy Moore Coburn**  
**Seconded By: Tony Bell**

**THAT this meeting now adjourn.**

**Carried**



Scott Greig, Chair



Valerie Coleman  
Administrative Assistant



**FOR IMMEDIATE RELEASE**



## **2023 TOP 100 FESTIVALS & EVENTS IN ONTARIO ANNOUNCED**

*Provincial organization recognizes Ontario's Best Festivals*

**Niagara Falls, Ontario (March 8, 2023)** Festivals and Events Ontario (FEO) is proud to announce the 2023 Top 100 Festivals & Events in Ontario. These Top 100 recipients represent festivals and events that excel within the industry.

Submissions from FEO members were received for consideration in the fall of 2022 and were judged by an independent panel of judges. Festivals and events of all kinds from every corner of Ontario were represented in the submissions – from community festivals to internationally recognized events. The 2023 Top 100 Awards were given out on Wednesday, March 8th during FEO's Annual Conference "CELEBRATE" in London, Ontario.

FEO would like to congratulate the 2023 Top 100 Ontario Festivals & Events:

### **RTO 1 - SOUTHWEST ONTARIO TOURISM REGION**

Norfolk County Fair & Horse Show  
 Eat and Drink Norfolk  
 Amherstburg River Lights Winter Festival  
 Amherstburg Open Air Weekends  
 TD Sunfest: Canada's Premier Celebration of World Cultures  
 Western Fair  
 Dresden Night Market

## **RTO 2 - NIAGARA FALLS AND WINE COUNTRY TOURISM REGION**

Port Colbourne Canal Days Marine Heritage Festival  
 Niagara Grape and Wine Festival  
 OPG Niagara Falls Winter Festival of Lights  
 Pelham Summerfest  
 Pelham Summer Chill Series  
 TD Niagara Jazz Festival

## **RTO 3 - HAMILTON, HALTON AND BRANT TOURISM REGION**

Dundas Cactus Festival  
 Paris Fair  
 St. George AppleFest  
 Sound of Music Festival  
 Supercrawl  
 Telling Tales Festival  
 Hamilton Winterfest  
 Winona Peach Festival  
 Because Beer Festival

## **RTO 4 - HURON, PERTH, WATERLOO AND WELLINGTON TOURISM REGION**

Fergus Scottish Festival & Highland Games  
 Guelph Hillside Festival  
 Sun Life Waterloo Busker Carnival  
 Stratford Festival  
 The Mount Forest Fireworks Festival  
 Riverfest Elora

## **RTO 5 - GREATER TORONTO AREA TOURISM REGION**

Canadian National Exhibition  
 Carassauga Festival of Cultures  
 TD Jerk Food and Music Festival  
 Luminato Festival  
 National Bank Tennis Open presented by Rogers  
 SING! The Toronto Vocal Arts Festival  
 TD Salsa in Toronto Festival  
 The Streetsville Founders' Bread and Honey Festival Inc  
 Toronto Caribbean Carnival  
 Toronto Garlic Festival  
 Muslimfest  
 The Royal Agricultural Winter Fair  
 Fan EXPO Canada  
 Redpath Waterfront Festival  
 Afrofest  
 Mississauga Italfest  
 World of Jazz Festival  
 Southside Shuffle Blues & Jazz Festival  
 Crane Creations Theatre Company – Bridges Festival

## **RTO 6 - YORK, DURHAM AND HILLS OF HEADWATERS TOURISM REGION**

Aurora's Concerts in the Park  
 Aurora's Haunted Forest  
 Aurora's Multicultural Festival  
 Richmond Hill Ribfest  
 Richmond Hill Merry Marketplace  
 Orangeville Blues and Jazz Festival  
 Oshawa Peony Festival  
 Port Hope Arts Festival  
 Port Hope Candlelight Festival  
 Vaughan Celebrates Concerts in the Park  
 Vaughan Celebrates Canada Day  
 Markham Fair  
 Markham-Milliken Children's Festival  
 Stouffville Holiday Market

## **RTO 7 - BRUCE PENINSULA, SOUTHERN GEORGIAN BAY AND LAKE SIMCOE TOURISM REGION**

Barrie Automotive Flea Market  
 Carrot Fest  
 Collingwood Art Crawl  
 St. Marie Among the Hurons – First Light Festival  
 Creemore Springs Turas Mor  
 Ontario's Best Butter Tart Festival Midland  
 Port Elgin Pumpkinfest  
 Pumpkinferno  
 Clearview Small Halls Festival  
 Carrousel of the Nations  
 The Sound Waterfront Festival  
 Kempenfest  
 Boots and Hearts Music Festival  
 Kingsville Open Streets  
 Kingsville Migration Festival  
 Lighthouse Blues Festival  
 Mariposa  
 City of Windsor Bright Lights  
 Lucknow's Music in the Fields  
 Paisley Blues Festival  
 LaSalle Strawberry Festival

## **RTO 8 - KAWARTHA AND NORTHUMBERLAND TOURISM REGION**

Brooklin Harvest Festival

## **RTO 9 - SOUTH EASTERN ONTARIO TOURISM REGION**

Belleville Waterfront & Multicultural Festival  
 Quinte West Hops on the Water  
 Glengarry Highland Games  
 Goderich Canada Day

## **RTO 10 - OTTAWA AND COUNTRYSIDE TOURISM REGION**

RBC Bluesfest  
 TD Ottawa Jazz Festival  
 Winterlude (Ottawa/Gatineau)  
 The Great India Festival

## **RTO 11 - HALIBURTON HIGHLANDS TO THE OTTAWA VALLEY TOURISM REGION**

Tweed & Company Theatre Season  
 Hike Haliburton Festival

## **RTO 12 - MUSKOKA, PARRY SOUND AND ALGONQUIN PARK TOURISM REGION**

Bala Cranberry Festival  
 Festival of the Sound  
 Waterford Lions Pumpkinfest

## **RTO 13 - NORTHERN ONTARIO TOURISM REGION**

Fort William Historical Park - Anishinaabe Keeshigun  
 International Plowing Match & Rural Expo  
 Thunder Bay Live on the Waterfront  
 Timmins Multicultural Festival

The "CELEBRATE" 2023 Festivals & Events Ontario Conference was held in Niagara Falls, Ontario from March 6-8, 2023.

- 30 -

Media Contact:

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519-742-2226

About Festivals & Events Ontario

Festivals & Events Ontario (FEO) was established in 1987 as an association devoted to the growth and stability of the festival and event industry in Ontario. FEO supports a lively, engaged and dedicated festival and events industry by sharing knowledge, enabling networking and providing leadership on education, advocacy and promotion. FEO operates Canada's largest dedicated festival and event Conference, publishes and distributes an annual consumer guide, promotes its industry festival supplier goods and services and oversees an industry-leading awards recognition program. The festivals and events industry in Ontario is estimated to generate in excess of \$2.3 billion annually in contribution to regional GDP, create/sustain approximately 50,000 full-year-equivalent jobs and foster approximately \$1 billion dollars in taxes at all levels of government.





# The Corporation of the Municipality of Arran-Elderslie

## Information Report

Report From: Sylvia Kirkwood, Chief Administrative Officer

Meeting Date: March 13, 2023

Subject: SRCAO.2023.02 – Memo to Council

Attachments: A – Grant and Donation Requests  
B – MIC Correspondence

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### Report Summary

At the Special Council Meeting on March 7, 2023, Council requested more information/feedback on several items. Staff have reviewed the requests and have provided supplemental information for Council's consideration.

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### Analysis

➤ **Proposed new contract positions:**

- The Asset Management/GIS Coordinator will provide support to Building, Recreation, and Public Works for the continuation of mapping of various non-core infrastructure facilities (i.e., buildings) throughout the Municipality, as well as to prepare the Municipality for the next phase of Asset Management in accordance with Ontario Regulations. This two-year contract position eliminates the need for a summer GIS Student and reduces the costs for contracted services. In addition, it covers the work involving the asset management inventory and data quality, as well as ongoing training provided to the Senior Leadership Team to ensure a comprehensive understanding of the key components of Asset Management (2022 Band 6 wage range - \$55,753 – \$69,692)

- The Administrative Co-Ordinator, is a one-year contract, that will provide administrative support to the Senior Leadership Team. The position will provide assistance in the areas of grant submission and coordination, event and meeting arrangement/bookings, project support and research, cemetery digitization and record management, etc. (2022 Band 7 wage range - \$43,236 - \$54,045)
  - The Building Inspector/Plans Examiner is a part-time one-year contract that would assist the Chief Building Official in completing building inspections, coordinating and reviewing building permits, record management and process review which includes e-permitting, inspection scheduling and other duties legislated under the Ontario Building Code Act. Staff will seek opportunities to fund this position through a government training program. (2022 Band 6/7 hourly rate wage range - \$23.76 to \$38.29 per hour depending on experience/training).
- **Fire Chief's Truck** – this will be addressed in a separate report prepared by the Fire Chief requiring a Council resolution.
  - **Investments** – Staff will have LAS and CIBC address Council and staff will bring forward an Investment Policy Update report in 2023.
  - **Municipal Innovation Council** – Arran-Elderslie's annual commitment based on population is \$19,575 yearly over a three-year term. Due to the vacancy of the MIC Program Director, members of MIC have requested the County of Bruce consider opportunities and report back on an alternative service model.
  - **Arran-Elderslie Youth Council** – The 2023 Budget provides for \$1,000 for supportive programming under Economic Development. In addition, free use of meeting space (maximum 30 people) is also provided. (The meeting rate would be \$43.74 plus HST if this group paid for the meeting space). Staff will arrange for a presentation at a future meeting for a status update on the Youth Council.
  - **Grant and Donation Update** – during the discussions it was noted that the Arran-Elderslie Youth Council were receiving free use of municipal space, and this had not been identified in the Grant and Donation discussions. Appendix A is an updated summary of the grant requests, including the Arran-Elderslie Youth Council and an additional request from the Paisley Blues Festival and the Chesley Hospital Community Support Committee. Assuming a budget of \$30,598, the current allocations have exceeded budget by \$1,129.
  - **Software Licensing/Annual Maintenance and IT Technical Support** – a question was raised about the costs to maintain software, this has been addressed in a separate report by the Treasurer.

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**Link to Strategic/Master Plan**

6.6 Modernizing Services

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**Financial Impacts/Source of Funding**

The financial impacts have been included in the analysis above.

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Approved By: Sylvia Kirkwood, CAO

## Appendix A

### Grant and Donation Policy Summary of Budget Considerations for 2023 By-Law 45-2021

<b>Total Budget Available for 2022</b>	<b>30,598</b>
<b>Total Budget Available for 2023</b>	<b>30,598</b>

\*\* no change reflected in 2023 Budget

		Grant Request	2023 Proposed Budget
<b>Schedule B</b>	Application Forms Received	37,714	11,150
	<b>Additional Requests (January 9th, 2023)</b>	415	415
	<b>Additional Requests (March 13th, 2023)</b>	6,334	645
		44,463	12,210
<b>Schedule D</b>	Financial Commitments	9,490	9,490
<b>Schedule E</b>	Facility Commitments	10,027	10,027
<b>Reserve</b>	Future Requests		(1,129)
		<b>63,980</b>	<b>30,598</b>

## Appendix A

### The Corporation of the Municipality of Arran-Elderslie Grant and Donation Policy Schedule B - Application Form

#### Grant and Donation Requests for 2023 By-Law 45-2021

Feb. 13

Organization	Project Description	Amount Requested	Amount Budgeted
Crime Stoppers of Grey Bruce	<p>Crime Stoppers of Grey Bruce is requesting core funding from the Municipality of Arran-Elderslie in the amount of \$2,000 annually to be used toward ongoing operational expenses. Crime Stoppers is at a crisis point. There are enough funds left to support this program for the next two years. Without the assistance of your municipality, and every other municipality in Grey Bruce, the program may then have to close due to lack of funding. Like many other organizations, Covid has proved a challenge to fundraising.</p> <p>Our program serves Grey and Bruce counties, including the Municipality of Arran-Elderslie, by allowing the public to anonymously report information about unsolved crimes, crimes about to occur, and the locations of wanted persons, illicit drugs, and stolen property. We offer anonymous cash rewards ranging from \$50 up to \$2,000 for successful tips. Tips can be given anonymously by phone at 1-800-222-TIPS (8477), by Web Tip at <a href="http://www.cstip.ca">www.cstip.ca</a>, or via our P3 Tips Mobile app.</p> <p><b>** \$2,000 Grant provided in 2020 and 2021; \$2,000 was requested in 2022 and was not awarded due to budget constraints</b></p>	\$ 2,000	\$ 500
Saugeen Economic Development Corporation - Hawks' Nest Sponsorship	<p>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 third event is scheduled for May 17th, 2023 in Owen Sound.</p> <p>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.</p> <p>Arran-Elderslie has been asked to become a Partner Level Sponsor for 2023.</p> <p><b>** This is a new request, no previous grants have been awarded for this initiative</b></p>	\$ 2,000	\$ 150

The Corporation of the Municipality of Arran-Elderslie Grant and Donation Policy Schedule B - Application Form			
Grant and Donation Requests for 2023 By-Law 45-2021			Feb. 13
Organization	Project Description	Amount Requested	Amount Budgeted
Tara Curling Club	<p>The Tara Curling Club has historically rented the community hall to enhance our bonspiels and similar events. During these occasions, we typically do not use the kitchen facility in the hall as we use our own kitchen, dishwasher and bar located in the Curling Club. Our members generally complete the set up and clean up in the community hall when we use it. E.g. We recently hosted a Senior Men's Bonspiel (2 full draws) and rented the community hall where we served lunch to the participants. We only used approximately 1/3 of the hall space, and only required the hall for approximately 4 hours of the day. Our volunteers used the Tara Curling Club dishes, dishwasher and kitchen facilities, and cleaned up the hall afterward.</p> <p>The Tara Curling Club has had a mutually beneficial long-term seasonal shared usage agreement with the municipality for the Curling Club facility. We would appreciate an opportunity to attend in person to discuss options related to this request.</p> <p>In-kind donation - complimentary use of community centre hall approximately 6 times per year (approx. value \$2,500).</p> <p><b>** The Municipality's Grant and Donation Policy, Schedule E Facility Commitments includes 1 day annually for the Hall and Kitchen rental, as per the current agreement with the Tara Curling Club. Valued at \$477.34.</b></p> <p><b>** Value of in-kind donation determined using the Tara Community Centre, Unlicensed fee of \$202.41 excluding HST</b></p>	\$ 1,214	To be determined; Curling Club Agreements are under review
Chesley Hospital Foundation	<p>The Chesley Hospital Foundation aims to be the bridge between exceptional local healthcare and the communities of Arran-Elderslie. By working with local organizations, businesses and individuals we raise funds to purchase new and necessary medical equipment for the Chesley Hospital.</p> <p>The Chesley Hospital Foundation is looking to fulfill this years capital commitment of \$323,700 in preparation of a Capital Campaign launching for the 2023/2024 fiscal year. Next year we will be launching a capital campaign for an X-Ray Suite Renovation which will take a few years to fully fund. That's why we are starting to look at local opportunities for funding to help keep afloat of our commitments.</p> <p>Having a well-equipped hospital is vital to the overall health of the Arran-Elderslie Community. Funding for Hospital Equipment ensures Doctors, Nurses, Technicians etc have the necessary equipment for their roles, helping to attract and retain staff while offering vital equipment to invest in their skills.</p> <p><b>** The Foundation submitted a request in 2022 and was awarded \$2,620. Council chose to also award \$2,620 to Saugeen Memorial Hospital Foundation, and \$2,620 to the Walkerton &amp; District Hospital Foundation.</b></p>	\$ 30,000	\$ 10,000

The Corporation of the Municipality of Arran-Elderslie Grant and Donation Policy Schedule B - Application Form			
Grant and Donation Requests for 2023 By-Law 45-2021			Feb. 13
Organization	Project Description	Amount Requested	Amount Budgeted
Paisley Blues Festival	<p>Paisley Blues Festival is a registered charity whose purpose is to advance the public's appreciation of the Arts, and to advance education. In 2023 they will returning to the original festival model, 3 days of award winning music, with free admission to everyone. Named on one of the top 100 Festivals and Events in Ontario for 2019. By removing financial barriers, they offer a truly inclusive community festival which is accessible to all residents, and encourages families to come out and experience great live music.</p> <p>Grant request will be used for marketing. A donation from Arran-Elderslie will allow an increase in the marketing reach, drawing significantly more visitors from Southern Ontario to this region. A Ministry report shows visitor spending over a three day event to total over \$155,000. This project has a budget of \$90,000.</p> <p><b>** The Festival received \$500 in 2018 and 2019</b></p>	\$ 2,500	\$ 500
<b>Total Grant Requests Received by Application Form</b>		<b>\$ 37,714</b>	<b>\$ 11,150</b>

#### Additional Requests Received by Correspondence/Delegation of Council During Budget Meetings

Arran Tara Elementary School Grade 8 Students	<p>Correspondence was received and included as agenda item 12.1 on January 9th, 2023. Ms. Franco wrote on behalf of 38 grade 8 students graduating from the Arran Tara Elementary School in June 2023. Due to space limitations at the school, a request has been received to rent the curling club space and the dancehall in the Tara Arena on Tuesday June 27, 2023 at no cost. The parents and students would be responsible for set up and clean up. The families have been fundraising effortlessly since August 2022 to assist with providing funds to each student towards the costs of the 4-day graduating trip to Ottawa, \$760 per student. There are not funds provided by the School Board for graduation, and the costs are borne by the families.</p> <p><b>** Rental cost for the Tara Curling Club is \$415.39 plus hst.</b></p>	\$ 415	\$ 415
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The Corporation of the Municipality of Arran-Elderslie Grant and Donation Policy Schedule B - Application Form			
Grant and Donation Requests for 2023 By-Law 45-2021			Feb. 13
Organization	Project Description	Amount Requested	Amount Budgeted
Additional Requests Received			
Arran-Elderslie Youth Council	Update to the Facility Commitments to reflect the use of the meeting room at the Paisley Arena; fee based on the AE non-profit rate of \$53.74 plus hst, \$60.73, assuming monthly meetings.	\$ 645	\$ 645
Paisley Blues Festival	A 2nd request has been received from the Paisley Blues Festival for a reduction in the rental fees for the festival planned for June 2nd, 3rd, and 4th. It was noted in the request that the organization is a registered charity and the proceeds from the festival are being donated to a Municipal Project. In 2022 the Festival donated \$10,000 to the Paisley Splash Pad Project. Rental fees consist of the following: Arena Floor \$2,259.93, Curling Floor \$1,732.14, Hall \$1,049.40, Lounge \$188.37, and Kitchen \$185.85, plus HST.	\$ 5,415.69	To be determined
Chesley Hospital Community Support	A letter has been received from the Chesley Hospital Community Support Committee regarding the rally that has been scheduled at the Chesley Community Centre on April 1st, 2023. The Committee is requesting that the standard rental fee be waived for this event. The rental fee is \$272.97 plus HST.	\$ 273	To be determined
		<b>\$ 44,463</b>	<b>\$ 12,210</b>



## Appendix A

**The Corporation of the Municipality of Arran-Elderslie  
Grant and Donation Policy  
Schedule D - Financial Commitments  
By-Law 45-2021**

Commitment

<b>Community Events Funding</b>		
Temporary Seed Financing	Annual Repayment	
Liability Insurance Coverage	50% to a maximum of \$2,000	
<b>Disaster Relief</b>		
Case-by-case Basis	In accordance with donations made by other local municipalities	
<b>Employee's Christmas</b>		
Annual Christmas Dinner	Open to all employees on payroll at the time of the event	\$ 2,500.00 **
<b>Enhancement of Parks and Roadsides</b>		
Chesley Horticultural Society/ Chesley Chamber of Commerce	Up to \$1,500 with receipts or invoices	\$ 1,500.00
Friends of Paisley Flower	Up to \$1,500 with receipts or invoices	\$ 1,500.00
Tara Horticultural Society	Up to \$1,500 with receipts or invoices	\$ 1,500.00
** for maintenance of Municipal Parks	\$300 with receipts or invoices	\$ 300.00
** for watering per Res.8-147-2014	\$1,500 annually	\$ 1,500.00 **
<b>Fall Fairs</b>		
Arran-Tara Agricultural Society	\$500 plus rental fees for free-use days	\$ 500.00
Chesley Agricultural Society	\$500 plus rental fees for free-use days	\$ 500.00
Paisley Agricultural Society	\$500 plus rental fees for free-use days	\$ 500.00
<b>Firefighters – Municipal Fire Departments</b>		
Chesley	\$250 – Christmas Holiday Celebrations	\$ 250.00
Paisley	\$250 – Christmas Holiday Celebrations	\$ 250.00
Tara	\$250 – Christmas Holiday Celebrations	\$ 250.00
<b>Memorials</b>		
Sitting member of Council or an Employee	Floral memorials, \$75	
Immediate family member of a sitting member of Council or an Employee	Monetary donation of \$50	\$ 200.00
Local public figure, at direction of Council	Monetary donation of \$50	
<b>Non-Municipal Community Centres</b>		
West Arran Community Centre	50% of property taxes or \$800	\$ 800.00
<b>Parades</b>		

Local Group, Sponsorship of a Christmas Parade		\$300	\$ 900.00
<b>Remembrance Day Support of Royal Canadian Legions</b>			
Chesley	One wreath		\$ 60.00
Paisley	Two wreaths		\$ 120.00
Tara	One wreath		\$ 60.00
<b>Schools Cleanup</b>			
Urban municipal parkland or roadside	\$100 per school		* not an annual event
Rural municipal roadside	\$500 per school		
<b>Schools Commencement</b>			
Graduation Award Ceremony	Up to \$100 and a history book, per elementary school		
Secondary School Graduate		\$100	\$ 300.00
Long-term Achievement Award	In lieu of Annual Awards		
			<b>\$ 13,490.00</b>
<b>** these items have been reallocated to the respective departments operating budget</b>			<b>\$ (4,000.00)</b>
<b>Grants and Donations by Council</b>			<b><u>\$ 9,490.00</u></b>

## Appendix A

**The Corporation of the Municipality of Arran-Elderslie  
Grant and Donation Policy  
Schedule E - Facility Commitments  
By-Law 45-2021**

<b>Rates determined by Fees &amp; Charges By-Law</b>		<b># Days</b>	<b>Commitment</b>	
<b>Chesley Curling Club</b>				
Kitchen use	15 days annually	15	\$ 63.19	947.85
Hall, kitchen and boardroom	1 day annually	1	\$ 531.44	531.44
Curling club floor during off ice season	4 days annually	4	\$ 531.44	2,125.76
** as per agreement				
<b>Paisley Curling Club</b>				
Hall and Kitchen	2 days annually	2	\$ 415.39	830.78
** as per agreement		2	\$ 63.19	126.38
<b>Tara Curling Club</b>				
Hall and kitchen	1 day annually	1	\$ 415.39	415.39
** as per agreement		1	\$ 63.19	63.19
<b>Tara Festival of Crafts</b>				
Reduced fees	3-day annual event	3	\$ 198.44	595.32
** as per agreement				
<b>Chesley Kinsman Club</b>				
Kinsmen Pavillion	3 days annually for July Fest	3	\$ 105.69	317.07
Kinsmen Pavillion	20 days annually	20	\$ 105.69	2,113.80
** as per agreement				
<b>Chesley Agricultural Society</b>				
Building and grounds for Fall Fair	3 days annually	3	\$ 272.97	818.91
Hall and kitchen for Jamborees	2 days annually	2	\$ 272.97	545.94
** as per agreement				
<b>Tara Agricultural Society</b>				
Building and grounds for Fall Fair	3 days annually	3	\$ 198.44	595.32
** as per agreement				
				<b>10,027.15</b>



March 1, 2023

Town of Saugeen Shores Council  
600 Tomlinson Drive  
Port Elgin, ON N0H 2C0  
(Via e-mail)

**Attention:** Town of Saugeen Shores and MIC Member Councils

**RE: Alternate Lead for Municipal Innovation Council**

I'd like to bring your attention to some recent developments around the Municipal Innovation Council (MIC). Since its formation in 2020, the MIC has focused on the following priorities:

- construction and infrastructure,
- municipal sustainability,
- information technology and digital enhancements, and
- livable communities.

The MIC has undertaken studies, pilot projects and provided solutions to all municipal members that have resulted in costs savings, information sharing and technical advancements that will have lasting impact and benefit.

As you are aware from the approved Memorandum of Understanding (MOU) between the partnering municipalities, the Town of Saugeen Shores has chaired the MIC, acting as the lead Municipality over the past three years. Recently, the Nuclear Innovation Institute (NII) has provided notice that it will no longer support a Program Delivery Agreement for a staff person to act as the Program Director. Since that notice, MIC members have spent time analyzing the program's future delivery model.

Members have requested a proposal from the County of Bruce to transfer the lead of the MIC to the County and for the County to support program delivery. While the MIC members appreciate the commitment and resources from Saugeen Shores as the lead municipality, the County of Bruce may offer a model that will serve the partnership goals at a different scale, as well as have the internal capacity to support shared initiatives for the term of the approved MOU (2023-2025).

The MIC members will meet again on March 29<sup>th</sup>, 2023, and have requested the County provide a Program Delivery proposal for MIC member consideration. It is expected this



renewed model will meet the initial goals of the MIC with an expanded focus to support all eight (8) lower tier municipalities.

On behalf of the Chief Administrative Officers for the MIC member municipalities, we would like to extend our sincere thanks and gratitude for Saugeen Shores leadership over the past three years. We are committed to continue advancing initiatives that are mutually beneficial to the membership, and to seek solutions for problems that are shared between our municipalities.

It is our hope that Saugeen Shores Council will continue to see the benefit of the MIC with an alternate Lead and that all municipal partners throughout the County will continue to work together with a focus on success in 2023 under this new administrative model.

Yours truly,

Sylvia Kirkwood, CAO  
Sonya Watson, CAO  
Mary Rose Walden, CAO  
Jillene Bellchamber-Glazier, CAO  
Peggy Van Mierlo-West, CAO  
Kara Van Myall, CAO  
Leanne Martin, CAO  
Derrick Thomson, CAO

c.c. Municipal Innovation Council membership



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: March 13, 2023

Subject: SRFIN.23.11 BDO Audit Planning Report for 2022

Report from: Tracey Neifer, Treasurer

Appendices: A - Audit Planning Report to the Members of Council, March 9, 2023

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### **Recommendation**

Be It Resolved that Council hereby,

1. Accept the audit plan as prepared by BDO Canada LLP for the year ending December 31, 2022; and
2. That Council approves the fee increase of \$4,000 for IS Audit Costs and \$3,650 for One-time Fee for Canadian Audit Standard 315R Implementation.

---

### **Report Summary**

The attached Audit Planning Report prepared for Council highlights and explains key issues, process timelines, summarizes the audit approach, the significant risks identified, and the terms of BDO Canada LLP's (BDO) engagement for the audit for the year ended December 31, 2022. BDO applies a six-step audit process:

1. Scoping – a preliminary review
2. Identify and assess risk
3. Design audit process
4. Obtain audit evidence
5. Form opinion
6. Report

BDO has proposed a change in the audit date from April to May 15, 2023. Municipal staff are in support of the change as it provides staff with additional time to ensure a complete electronic working paper file is prepared.

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## **Background**

On January 31<sup>st</sup>, 2022, Council passed the following resolution, 34-02-2022:

Be it Resolved that Council hereby,

1. Approve an exemption from Section 9.3 Consulting and Professional Services of the Procurement Policy;
2. Appoint BDO Canada LLP as external auditors for 2022 to 2025 fiscal year-ends; and
3. That the necessary By-Law be prepared to appoint BDO Canada LLP as External Auditor for the term 2022 to 2025.

By-Law 11-2022 was then adopted to confirm BDO's appointment.

The proposed fee structure for 2021 to 2025 remains stable for each year at:

- Municipality - \$37,250
- Chesley Fire - \$3,500

The fee structures assumes that Arran-Elderslie staff meets the requirements of providing the necessary working papers and supporting documents, and that there are no significant changes in operations, programs or reporting requirements. For 2022, as noted on page 10 of the Audit Planning Report, there has been a significant change in the audit process due to Canadian Auditing Standard 315, Identifying and Assessing the Risks of Material Misstatement. As a result, additional work is required by BDO to address this standard, and a fee adjustment has been noted for 2022:

- IS Audit Costs - \$4,000
- One-time fee for CAS 315R Implementation – \$3,650

Historically, the audit engagement has been separated into Interim Procedures in December/January, followed by the Annual Audit in April. For the 2022 audit BDO will be completing their interim audit procedures at the same time as the annual audit. The interim procedures generally focus on a review of financial and supporting systems and the processes that are in place, to ensure adequate controls exist and are functioning as designed, and that any changes made from the prior year are reflected within the system notes. In addition, a sample of transactions are examined to validate the processes. This information is used in the preparation of the Audit Planning Report.

The Audit Planning Report for 2022 has been prepared based on BDO's long-term engagement with Arran-Elderslie and a review of preliminary year-end results for December 31, 2022.

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## **Analysis**

The Audit Planning Report includes the following key aspects:

- Traci Smith, CPA, CGA, LPA continues as the lead on the engagement team

- The audit is scheduled to start May 15, 2023.
  - Materiality, based on 3% of average total revenue is \$310,000 (2021 - \$310,000, based on 3%)
  - The audit risks identified for 2022 are consistent with the prior year, Control Environment, Purchases and Government Transfers, however, Payroll has been identified for 2022.
  - Present the final report to the members of Council – late July, with the release of the audit report also in late July.
- 

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

#### 6.4 Leading Financial Management

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

On January 31, 2022, Council passed a resolution to appoint BDO as auditors for 2022 to 2025 for the annual fee of \$37,250 for the Municipal audit and \$3,500 for the Chesley and Area Fire Board. The 2022 Operating Budget was prepared based on the quoted fees. There will be a financial impact to address the additional fees identified for the IS Audit, \$4,000 and implementation of CAS 315R, \$3,650.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer



# MUNICIPALITY OF ARRAN-ELDERSLIE

## AUDIT PLANNING REPORT TO THE MEMBERS OF COUNCIL

March 9, 2023



Tel: 519 376 6110  
Fax: 519 376 4741  
www.bdo.ca

BDO Canada LLP  
1717 2<sup>nd</sup> Avenue E, 3<sup>rd</sup> Floor  
PO Box 397  
Owen Sound ON N4K 5P7 Canada

## To the Members of Council of the Municipality of Arran-Elderslie

We are pleased to provide you with this planning report to highlight and explain key issues which we believe to be relevant to the audit of the Municipality of Arran-Elderslie (the "Municipality") for the year ended December 31, 2022.

The enclosed planning report includes our approach to your audit, the significant risks we have identified and the terms of our engagement. At the year-end meeting, we will provide you with a copy of our draft audit opinion and discuss the nature, extent, and results of our audit work. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

Our audit and therefore this report will not necessarily identify all matters that may be of interest to the Members of Council in fulfilling its responsibilities. This report has been prepared solely for the use of the Members of Council and should not be distributed without our prior consent. Consequently, we accept no responsibility to a third party that uses this communication.

We look forward to completing our draft audit report opinion and discussing our conclusions with you. In the meantime, please feel free to contact us if you have any questions or concerns.

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

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## EXECUTIVE SUMMARY

### Your BDO Audit Team

Traci Smith, CPA, CGA, LPA will be the lead on the engagement team, supported by experts as deemed necessary. Please refer to page 4 for contact information should you have any questions or concerns regarding the financial statement audit.

### Timeline

The audit is scheduled to start on May 15, 2023 with final completion scheduled for the end of July. See the [Audit Timeline](#) section of the report for the detailed milestones.

### Auditor's Responsibilities - Financial Statements

Our overall responsibility is to form and express an opinion on the financial statements. The performance of this audit does not relieve management or those charged with governance of their responsibilities. Please see the attached engagement letter in [Appendix A](#) for specific details regarding the scope of our work.

### Materiality

We have determined that materiality for the current year audit will be based on 3% of total average revenues. Preliminary materiality is \$310,000 for the year ended December 31, 2022 and is based on prior year numbers.

### Audit Process

Our overall audit strategy is based on our understanding of the Municipality. Our risk base audit approach is described in detail on Pages 9-11.

### Significant Risks and Planned Responses

Our audit is focused on risks specific to your organization and key accounts. These are described in more detail on page 7. Specifically, we have identified the following areas on which to focus:

- ▶ Government transfers
- ▶ Control environment (management override of control)
- ▶ Purchases
- ▶ Payroll

### Auditors Responsibilities - Fraud

Through our planning process, and prior years' audits, we have developed an understanding of your oversight processes. We are not currently aware of any fraud affecting the Municipality. Please see Page 6 for clarification of the auditor's responsibilities for detecting fraud.

If you are aware of changes to processes or are aware of any instances of actual, suspected, or alleged fraud affecting the Municipality, we request that you provide us with this information.

## YOUR DEDICATED BDO AUDIT TEAM

In order to ensure effective communication between the Members of Council and BDO Canada LLP, the contact details of the engagement team are outlined below. We attempt to provide continuity of service to our clients to the greatest extent possible. When changes are required for key members of the engagement team, we will discuss this matter with Management and determine the appropriate new individual(s) to be assigned to the engagement based on particular experience, expertise, and engagement needs.

NAME	ROLE	PHONE NUMBER	EMAIL
Traci Smith	Engagement Partner	519-376-1708	tsmith@bdo.ca
Jacob Perry	Senior Manager	519-279-0022	japerry@bdo.ca
Victoria Watson	Senior Manager	519-279-2478	vwatson@bdo.ca
Priya Mahindru	Audit In-Charge	226-279-2448	pmahindru@bdo.ca

## AUDIT TIMELINE

The following schedule outlines the anticipated timing of the audit of the financial statements of the Municipality.

As part of the year end Members of Council meeting, we will provide the Members of Council with a copy of our draft audit opinion, discuss our findings, including significant estimates utilized by management, accounting policies, financial statement disclosure, and significant transactions completed during the year. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.

ACTION	TIMING
Audit planning and interim fieldwork	Early May 2023
Audit fieldwork commences	Mid May 2023
Meeting with management and BDO	Early July 2023
Present final report to the Members of Council	Late July 2023
Release of audit report	Late July 2023

## AUDITOR'S RESPONSIBILITIES: FINANCIAL STATEMENTS

We are responsible for forming and expressing an opinion on the financial statements that have been prepared by management, with oversight by those charged with governance. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities. The scope of our work, as confirmed in our engagement letter attached as Appendix A to this letter, is set out below:

### Year-End Audit Work

- ▶ Work with management towards the timely issuance of the financial statement and required returns.
- ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit.
- ▶ Present significant findings to the Members of Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work.

We are required to obtain an understanding of the system of internal control in place in order to consider the adequacy of these controls as a basis for the preparation of the financial statements, to determine whether adequate accounting records have been maintained and to assess the adequacy of these controls and records as a basis upon which to design and undertake our audit testing.

We are required to report to you in writing about any significant deficiencies in internal control that we have identified during the audit.

We have complied with relevant ethical requirements and are not aware of any relationships between the Municipality of Arran-Elderslie and our Firm that may reasonably be thought to bear on our independence. Our annual confirmation of independence is attached as Appendix B to this letter.

## AUDITOR'S RESPONSIBILITIES: FRAUD

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

Throughout our planning process, we performed risk assessment procedures and related activities to obtain an understanding of the entity and its environment, including the Municipality's internal control, to obtain information for use in identifying the risks of material misstatement due to fraud and made inquiries of management regarding:

- ▶ Management's assessment of the risk that the financial statements may be materially misstated due to fraud, including the nature, extent and frequency of such assessments;
- ▶ Management's process for identifying and responding to the risks of fraud in the organization, including any specific risks of fraud that management has identified or that have been brought to its attention, or classes of transactions, account balances, or disclosures for which a risk of fraud is likely to exist;
- ▶ Management's communication, if any, to those charged with governance regarding its processes for identifying and responding to the risks of fraud in the organization; and
- ▶ Management's communication, if any, to employees regarding its view on business practices and ethical behavior.

We are not currently aware of any fraud affecting the organization. If you are aware of any instances of actual, suspected, or alleged fraud, please let us know.

## SIGNIFICANT RISK AND PLANNED RESPONSES

We have identified the following significant risks that require special audit consideration. These risks were identified based on our knowledge of the Municipality, our past experience, and input from management and the Members of Council. Please review these significant risks and let us know your thoughts on these or any other areas of concern.

FINANCIAL STATEMENT AREAS	RISKS NOTED	AUDIT APPROACH
Government Transfers	Significant risk that government transfers may not be recorded properly because of the complexity of the standard. Significant judgment required to assess the eligibility criteria/stipulations and the recognition or deferral of grant revenue can affect the annual surplus.	<ul style="list-style-type: none"> <li>• Review of agreements and discussions with management.</li> <li>• Confirmation of cash received and reconciliation of cash flows and eligible expenditures.</li> </ul>
Control Environment	Management may at any time have the opportunity to override internal controls.	<ul style="list-style-type: none"> <li>• Test appropriateness of journal entries.</li> <li>• Review accounting estimates for biases and evaluate the risk of material misstatement due to fraud.</li> <li>• For significant transactions that are outside the normal course of business, evaluate the business rationale behind the transaction.</li> </ul>
Purchases	Significant risk that unauthorized vendors may be created and illegitimate expenses paid.	<ul style="list-style-type: none"> <li>• Review purchasing policy, minutes and discussion with management</li> <li>• Review department manager's authorization of invoices.</li> </ul>
Payroll	Significant risk that pay rates changes could be unauthorized.	<ul style="list-style-type: none"> <li>• Test salaries of those employees who are authorized to change pay rates.</li> </ul>

\*\* Due to the new Canadian Audit Standard 315 that is discussed on page 10 we are still in the process of finalizing our risk assessment and therefore if there are any additional significant risks added to the file we will notify management and those charged with governance.



## MATERIALITY

We determined preliminary materiality to be \$310,000, based on 3% of total average prior year revenues. Performance materiality of \$232,500 is set at 75% of the materiality. We use performance materiality to focus our audit; identify amounts to be examined using statistical sampling and determining key items for analytical procedures. A threshold of 10%-20% of performance materiality is then used for substantive and analytical procedures.

Misstatements are considered to be material if they could reasonably be expected to influence the decisions of users based on the financial statements.

Our materiality calculation is based on the Municipality's preliminary results. If actual results change significantly, we will communicate those changes to the Members of Council as part of our year-end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Members of Council, other than those which we determine to be "clearly trivial."

We encourage management to correct any misstatements identified throughout the audit process.

## HOW WE AUDIT FINANCIAL STATEMENTS: OUR SIX STEP AUDIT PROCESS

### IDENTIFY AND ASSESS RISK

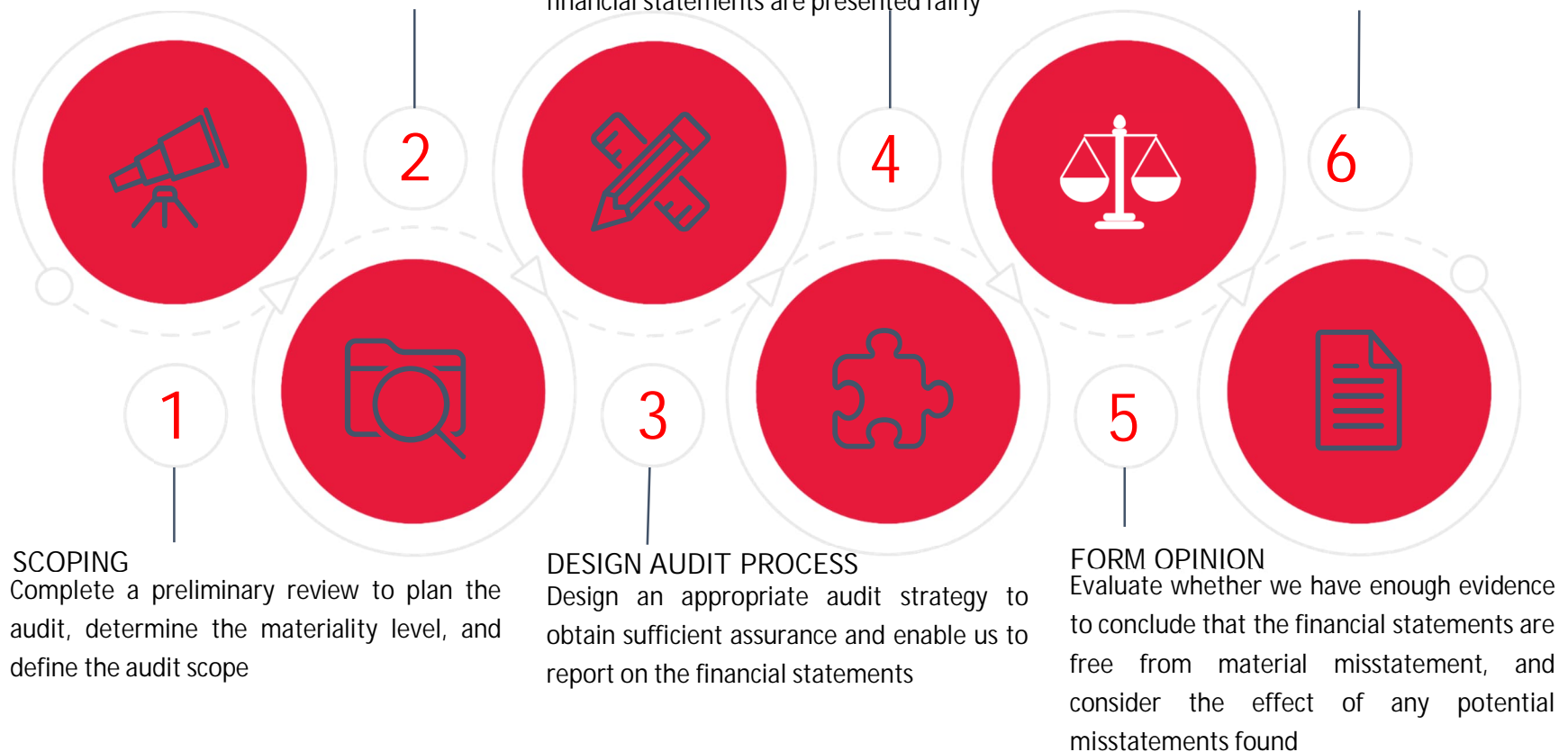
Focus on those areas of financial statements that contain potential material misstatements as a consequence of the risks you face

### OBTAIN AUDIT EVIDENCE

Perform audit procedures while maintaining appropriate degree of professional skepticism, to conclude whether or not the financial statements are presented fairly

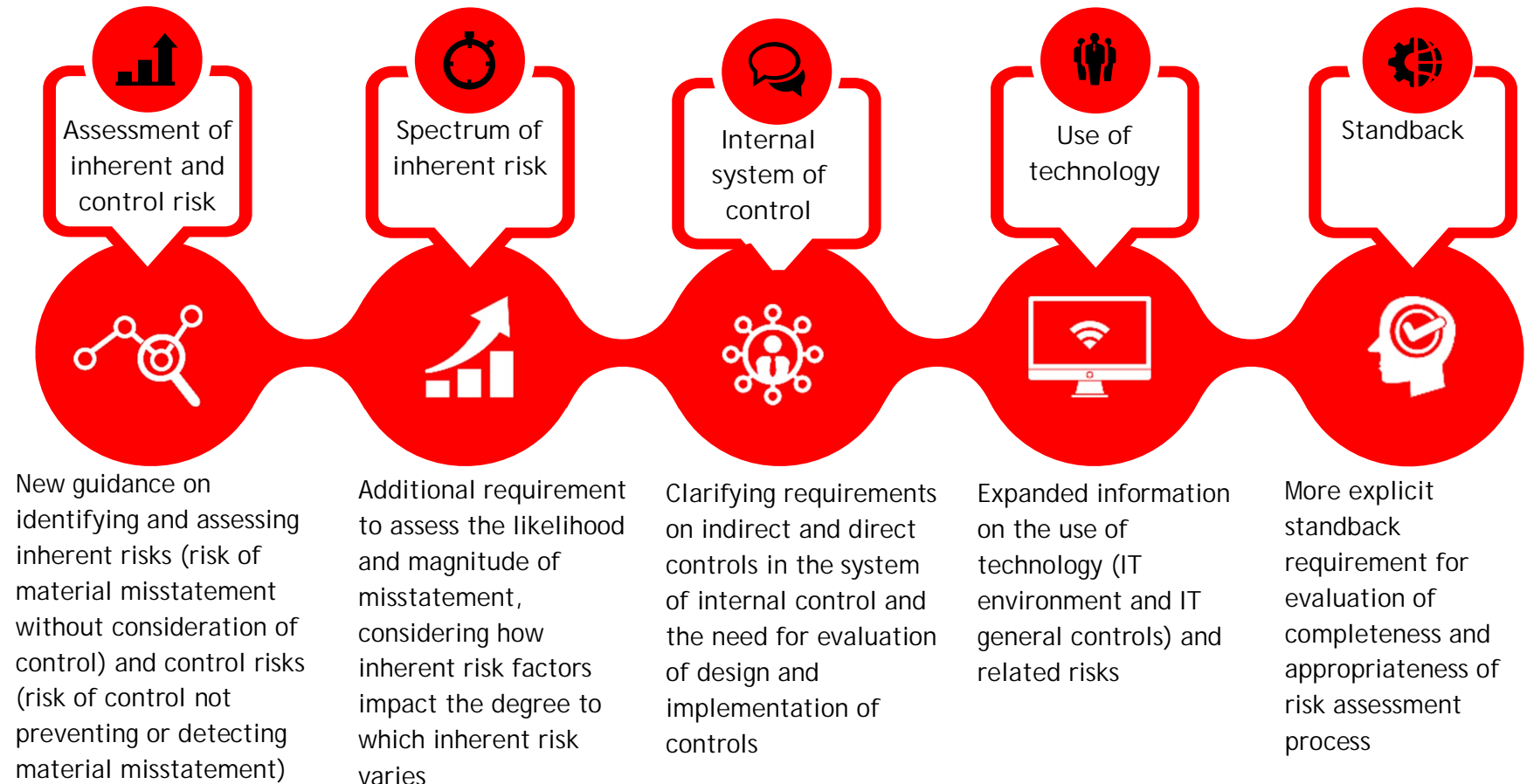
### REPORT

Communicate our opinion and details of matters on which we are required to report



## UPDATES TO OUR AUDIT PROCESS

Canadian Auditing Standard 315, Identifying and Assessing the Risks of Material Misstatement, was significantly revised with a greater focus on more robust risk identification, assessment and response procedures. The standard is effective for periods beginning on or after December 15, 2021. Key enhancements include:



## UPDATES TO OUR AUDIT PROCESS: IMPACT ON THE AUDIT

### Impact on Auditors

More inquiry, observation, and inspection procedures, especially for risks related to the use of technology



More robust risk identification and assessment



Audit procedures focused on addressing risks identified



More consistent and effective audits with improved responses to identified risks improving audit quality for all stakeholders

### Impact on Clients

Audit team will need to spend more time in the field and/or will need to speak to personnel not previously accessed in the past



More up-front questions for you at planning and face-to-face meetings to gather information



Requirement to access IT personnel not previously accessed in the past



More robust discussions with Council, committees and Boards about increased risk identification

## APPENDIX A: ENGAGEMENT LETTER



Tel: (519) 376-6110  
Fax: 519-376-4741  
www.bdo.ca

BDO Canada LLP  
BDO Building, 1717 2nd Avenue East  
Suites 200, 203 & 300 P.O. Box 397  
Owen Sound, Ontario  
N4K 5P7

March 5, 2022

Municipality of Arran-Elderslie  
Ms. Tracey Neifer, Treasurer  
1925 Bruce Road 10  
P.O. Box 70  
Chesley, ON N0G 1L0

Dear Ms. Neifer,

We understand that you wish to engage us as the auditors of Municipality of Arran-Elderslie for its fiscal year ended December 31, 2021 and subsequent years.

We are pleased to perform the engagement subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Traci Smith, CPA, CGA, LPA will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

### Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian Public Sector Accounting Standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.



Since this is a group audit where we may be relying on component auditors or they may be relying on us as component auditors, please note the following:

- (a) there will be unrestricted communication between the group engagement team and the component auditors to the extent allowable under law or regulation;
- (b) important communications with the component auditors, those charged with governance of the group and the component and management of the component, including communication of significant deficiencies in internal controls, shall be communicated to the group engagement team;
- (c) important communications with regulatory authorities and components related to financial reporting matters, shall be communicated to the group engagement team;
- (d) to the extent it is determined to be necessary, the group engagement team will be permitted access to the component information, those charged with governance of the component, and the component auditors (including relevant audit documentation); and
- (e) the group engagement team will be permitted to perform work or request a component auditor to perform work on the financial information of the component.

## Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

## Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian Public Sector Accounting Standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
  - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
  - additional information that we may request for the purpose of the audit;
  - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;



- financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
- written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

### Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.

As agreed, we will provide assistance in the preparation of the financial statements.

These services create a threat to our independence. We, therefore, require that the following safeguards be put into place:

- (a) that you create the source data for all accounting entries;
- (b) that you develop any underlying assumptions for the accounting treatment and measurement entries; and
- (c) that you review and approve the draft financial statements, including the notes to the financial statements.

### Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

### Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

### Fee Estimation

The estimated fee for this engagement is as follows:

- |  |          |
|--|----------|
| • Audit services - Municipality                    | \$37,250 |
| • Audit services - Chesley and District Fire Board | \$3,500  |

For each future year we will issue a Summary of Services providing details of our Services and fees.





Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with Canadian Public Sector Accounting Standards and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place. Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.

Our professional fees will be based on our billing rates which depend on the means by which and by whom our Services are provided. Our billing rates may be subject to change from time to time at our discretion with or without notice to you.

We will also bill you for our out-of-pocket expenses, our administrative and technology charge, and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial Sales Tax. Our administrative and technology charge is calculated as 7% of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure and support staff time costs.

Our fees will be invoiced and payable as follows:

- On a monthly basis as the work is performed up to 95% of the audit fee prior to issuance of the audit report; and
- The remaining 5% of the audit fee within 10 days after issuance of the final audit report along with any additional required fees.

Our accounts are due when rendered and invoiced amounts are deemed to be earned when paid. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Fees that are not paid within 30 days of an invoice or by a specified payment deadline will be considered delinquent. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

## Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

*BDO Canada LLP*

Chartered Professional Accountants, Licensed Public Accountants



Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

DocuSigned by: <i>Tracey Neifer</i>	2022-03-07   09:57:36 PST
Signature	Date

Tracey Neifer	Treasurer
Name (please print)	Position

Please carefully review this Agreement, which includes the attached Standard Terms and Conditions, prior to signing it. A complete copy of the signed engagement letter should be returned to us.



## *Appendix 1 - Standard Terms and Conditions*

### 1 Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, any supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this Agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

### 2 BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this Agreement.

### 3 Respective Responsibilities

3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.



- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.
- 4 Working Papers and Deliverables
  - 4.1 Ownership - Any documents prepared by us, or for us, in connection with Services belong solely to us.
  - 4.2 Oral advice and draft deliverables - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
  - 4.3 Translated documents - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.
  - 4.4 Reliance by Third Parties - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.
  - 4.5 Consent to use the Report - Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.
  - 4.6 Consent requests - In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.
- 5 Confidentiality
  - 5.1 We agree to use Confidential Information provided by you only in relation to the Services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services. Any party to whom we subcontract work will be required to keep Confidential Information confidential either by professional obligation or contract with us. Any BDO Member Firms or other subcontractors we use will be bound by the same confidentiality obligations.
  - 5.2 BDO shall be entitled to include a description of the work we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients.



You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

## 6 Independence

6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

## 7 Offers of Employment

7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

## 8 Professional and Regulatory Oversight

8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.

8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.

8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

## 9 Privacy and Consents

9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our Services are provided on the understanding that:

- (a) you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
- (b) we will hold all personal information in compliance with our Privacy Statement.



## 10 Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 By signing this Agreement, you provide BDO with express consent to communicate with you and your employees, as applicable, electronically, including sending BDO newsletters, publications, announcements, invitations and other news and alerts that may be of interest to you. You and your employees may withdraw such consent at any time by contacting BDO at [www.bdo.ca/unsubscribe](http://www.bdo.ca/unsubscribe).

## 11 Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall in no event be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount of more than the higher of:
- (a) three times the fees paid to BDO by you, in a twelve consecutive month period, for the Services provided pursuant to this Agreement giving rise to the claim; and
  - (b) \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

## 12 Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:



- (a) a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest;
- (b) the Services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by you, failing which, the matter may be referred to dispute resolution in accordance with the terms of this Agreement.

### 13 Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement or the Services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

### 14 Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 14.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than four years after the completion of the Services under this Agreement.
- 14.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

### 15 Québec Personnel

- 15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. Any limitation of liability clauses in this Agreement shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.



## 16 Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

## 17 Governing Laws

- 17.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of Ontario in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

## 18 Survival

- 18.1 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

## 19 Force Majeure

- 19.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

## 20 Assignment

- 20.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

## 21 Severability

- 21.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Version: v2 202112



## APPENDIX B: INDEPENDENCE LETTER



Tel: (519) 376-6110  
 Fax: +1 (519) 376-4741  
 www.bdo.ca

BDO Canada LLP  
 BDO Building, 1717 2nd Avenue East  
 Suite 300 P.O. Box 397  
 Owen Sound, Ontario  
 N4K 5P7

March 9, 2023

Members of the Council  
 Municipality of Arran-Elderslie

Dear Members of the Council:

We have been engaged to audit the financial statements of Municipality of Arran-Elderslie (the "Municipality") for the year ended December 31, 2022.

Canadian generally accepted auditing standards require that we communicate at least annually with you regarding all relationships between the Municipality and our Firm that, in our professional judgment, may reasonably be thought to bear on our independence.

In determining which relationships to report, the standards require us to consider independence rules and interpretations of the CPA profession and relevant legislation.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since March 5, 2022, the date of our last letter.

We are aware of the following relationships between the Municipality and us that, in our professional judgment, may reasonably be thought to have influenced our independence. The following relationships represent matters that have occurred from March 5, 2022 to March 9, 2023.

- We have provided advice and comments to management regarding several financial statement measurement, presentation and disclosure matters.
- We have provided assistance in the preparation of the financial statements, including adjusting journal entries and/or bookkeeping services. These services created a self-review threat to our independence since we subsequently expressed an opinion on whether the financial statements presented fairly, in all material respects, the financial position, results of operations and cash flows in accordance with Canadian Public Sector Accounting Standards.
- We, therefore, required that the following safeguards be put in place related to the above:
  - Management provided us with a trial balance prior to completion of our audit.
  - Management created the source data for all the accounting entries.
  - Management developed any underlying assumptions required with respect to the accounting treatment and measurement of the entries.
  - Management reviewed advice and comments provided and undertook their own analysis considering the Municipality's circumstances and generally accepted accounting principles.
  - Management reviewed and approved all journal entries prepared by us, as well as changes to financial statement presentation and disclosure.



- Someone other than the preparer reviewed the proposed journal entries and financial statements.

This letter is intended solely for the use of the Council, management and those charged with governance of the Municipality and should not be used for any other purpose.

Yours truly,

Chartered Professional Accountants, Licensed Public Accountants

/

## APPENDIX C: BDO RESOURCES FOR PUBLIC SECTOR ENTITIES

Sector insights to shape your Municipality:

Our public sector leaders are thinking about the big questions facing the sector—from staying compliant with regulation to updates on changing financial reporting standards. Our team combines sector-leading assurance, advisory, and tax expertise to bring you key insights.

PSAS Accounting Knowledge Centre

<https://www.bdo.ca/en-ca/services/assurance-and-accounting/a-a-knowledge-centre/psas/>

Public Section Accounting Standards Update 2022

<https://www.bdo.ca/en-ca/insights/assurance-accounting/psas/psas-update-2022/>

The BDO Local & Municipal Governments Resource Centre

<https://www.bdo.ca/en-ca/industries/public-sector/local-government/>

For more on these and other key issues facing your business, please reach out to your engagement partner. They will be happy to put you in touch with the BDO professional who can best help you.



# The Corporation of the Municipality of Arran-Elderslie

## Information Report

Report From: Tracey Neifer, Treasurer

Meeting Date: March 13, 2023

Subject: SRFIN.23.11 2023 Operating Budget – Software Licensing and IT Support

Attachments: A – Budget Summary

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### **Report Summary**

The purpose of the report is to provide Council with additional information regarding the budgeted costs of software licensing/annual maintenance costs and IT technical support.

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### **Background**

The first draft of the 2023 Operating and Capital Budget was presented to Council on January 9th, with revised versions being presented on January 17th, and February 13th. Throughout those discussions a question was raised about the cost of software services/maintenance support and IT technical support.

---

### **Analysis**

Over the years, management has assessed the needs of the department and the functionality of the software programs that supports them. The Municipality's primary financial software is Keystone, which manages the accounting and transactional activities including, billing, collecting, purchasing, payroll and taxation. Managers have identified greater needs than what the program can provide to support efficiencies, advancements in technology and the move to cloud based platforms that provide for customer online access.

As a result, Managers have branched out from the current financial software system, creating a deconsolidated system, and in many cases a lack of integration with the financial software. The software programs used across the departments includes:

- Escribe – Council meeting and staff reporting management tool
- E-solutions – Website
- Keystone – accounting/financial transactions
- PSD Citywide – asset management and GIS
- PSD Citywide – FMW budget and reporting
- PSD Citywide – Citizen Request Portal and Maintenance Manager
- PSD Grant Inventory – bi-weekly email and access to grant library
- Adobe/Acrobat – PDF platform
- Microsoft Office Suite – Outlook, calendar, word, excel, powerpoint, etc.
- National Time – electronic timesheet and reporting system (WIP)
- Easy pay – payroll system
- Stillwater FLMS – online training platform for Fire Department
- Fluent IMS – Burn Permit online platform
- E-permitting – online building permit application and processing
- CIMS – digitization of cemetery records, invoicing and online customer access
- Book King – online recreation scheduling and invoicing, and online customer access
- Tourist Town – management of the Chesley, Paisley and Tara tourism websites
- Canva – document publishing software

Each departmental budget provides for the cost of software programs associated to the services that they provide. **Appendix A** has been prepared to show the cost of the various software programs that has been included in the operating costs within the 2023 operating budget for software licensing, annual maintenance and support and IT contracted services.

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

6.4 Leading Financial Management

6.6 Modernizing Services

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

The financial impact has been noted in Appendix A, as included in the 2023 Operating Budget.

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Approved By: Sylvia Kirkwood, CAO

## Appendix A - Budget Summary

### Software Licensing Costs 2023 Operating Budget

<b>4313 Software Licence</b>	
<b>01-1020 General-Program Support</b>	
Escribe	24,437
E-Solutions - website - connector	967
E-Solutions - website annual hosting	5,454
Keystone - annual support & maintenance	12,700
PSD Citywide - annual licensing, AM, CAP, GIS	10,050
PSD Citywide - CPA Module - Deferred, currently not in use	(4,369)
PSD Citywide - FMW Operating, Capital, Salary, FIR	9,700
PSD Citywide - Maintenance Manger and Citizen Request Portal	14,200
** MM deferred start since not live yet; CRP is full year, assume go live for May 1st	(2,863)
PSD Grant Inventory	270
Adobe - managed by INS - assumed annual cost continues	208
Acrobat - managed by INS - assumed annual cost continues	244
INS - Microsoft Office 365 (25) Business Premium \$705/m	8,460
INS - Microsoft Office 365 (25) Business Basics \$192.50/m	2,310
National Time - \$4/active user/month; flexes during summer months	3,000
Easypay Annual Update	320
<b>Total 01-1020 General-Program Support</b>	<b>85,088</b>
<b>01-2012 Protection-Chesley Fire</b>	
Stillwater Consulting - FLMS, monthly subscription \$305	3,660
Fluent IMS, Burn permit subscription, \$\$678.40/ Stn	678
Fluent IMS, Credit purchase \$1610 in 2022 for 15,000	540
<b>Total 01-2012 Protection-Chesley Fire</b>	<b>4,878</b>
<b>01-2014 Protection-Paisley Fire</b>	
Fluent IMS, Credit purchase \$1610 in 2022 for 15,000	540
Fluent IMS, Burn permit subscription, \$\$678.40/ Stn	678
Stillwater Consulting Limited, FLMS, Training Software, \$304.28/m	3,651
<b>Total 01-2014 Protection-Paisley Fire</b>	<b>4,869</b>
<b>01-2016 Protection-Tara Fire</b>	
Stillwater Consulting - FLMS, monthly subscription \$305	3,660
Fluent IMS, Burn permit subscription, \$\$678.40/ Stn	678
Fluent IMS, Credit purchase \$1610 in 2022 for 15,000	540
<b>Total 01-2016 Protection-Tara Fire</b>	<b>4,878</b>

<b>01-2042 Protection-Building Inspection</b>	
E-Permitting Software	19,351
<b>Total 01-2042 Protection-Building Inspection</b>	19,351
<b>01-4010 Health-Cemetery-Common</b>	
CIMS. This would be fixed for a minimum of three years provided no additional developed acreage is added, which is not expected	3,663
<b>Total 01-4010 Health-Cemetery-Common</b>	3,663
<b>01-5015 Rec/Cult-Admin</b>	
Book King Software, Open Edge Fees	7,908
<b>Total 01-5015 Rec/Cult-Admin</b>	7,908
<b>01-7410 Plan/Dev-Economic Development</b>	
Tourist Town On-line Solution ( <i>to be reviewed</i> )	7,300
Canva Program Subscription	150
<b>Total 01-7410 Plan/Dev-Economic Development</b>	7,450
<b>Total 4313 Software Licence</b>	138,085

## IT Technical Support 2023 Operating Budget

<b>01-1020 General-Program Support</b>	
INS - Managed Server \$120/m	1,465
INS - Managed User (25) \$1,625/m	19,843
INS - Phishing Training (50) \$200/m	2,442
INS - Advanced Mngd Security (26) \$390/m	4,762
INS - EDR Endpoint Detection Remediation (26) \$182/m	2,222
INS - Cloud Enabled Back Up & Recovery (50) \$200/m	2,442
INS - Back Up Server (1) \$65/m	794
<b>Total 01-1020-4300 Contracted Services</b>	33,970





# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: March 13, 2023

Subject: SRW.23.04 2023 Supply and Apply Gravel Tender

Report from: Scott McLeod, Public Works Manager

Appendices: None

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### **Recommendation**

Be It Resolved that Council hereby;

1. Award the 2023 Supply and Apply tender contract to Walker Industries for a total cost of \$595,285 inclusive of taxes;
2. That 7,900 tonne of A-gravel and 18,000 tonne of 7/8 quarry with a total cost of \$482,937.98 be financed from account #01-2516-4328 Gravel-Contracts Resurfacing;
3. That 3,600 tonne of A-gravel at a total cost of \$53,134.97 be financed from account 21-TRANS-0002 Sideroad #15 Roadway; and
4. That the award of the 2023 Supply and Apply Gravel Tender be given pre-budget approval.

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### **Report Summary**

The intent of this report is to obtain Council approval to award the 2023 Supply and Apply Gravel Tender to Walker Industries.

---

### **Background**

The gravel roads in Arran-Elderslie receive a lift of new aggregate every spring prior to calcium placement. In 2018, the Municipality started to implement Quarry gravel on rural roads that had gravel quality issues and each year the quarry gravel amounts have been increased to slowly cover the higher volume gravel roads with a quarry base. This has resulted in a significant decrease in the complaints received regarding the state of our gravel roads.

The following ratios have been applied year over year to facilitate the transition:

<b>Material</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Quarry</b>	5,000 tonne	10,000 tonne	14,000 tonne	17,100 tonne	17,800 tonne
<b>A-Gravel</b>	22,000 tonne	18,000 tonne	14,000 tonne	10,900 tonne	7,900 tonne

### **Analysis**

The tendered quantities for 2023 were as follows:

- A – Gravel - 7900 tonne for maintenance aggregate
- A – Gravel – 3600 tonne for the 15 Sideroad Construction Project
- 7/8 Quarry Stone – 18,000 tonne for maintenance aggregate

Staff included the necessary tonnage for the 15 Sideroad Construction project in the annual tender amount to realize a better cost when included in the bulk purchase.

The following bids were received:

<b>Contractor</b>	<b>A-Gravel/tonne (Incl. HST)</b>	<b>Total Bid (Incl. HST)</b>	<b>7/8 Quarry/tonne Incl. HST)</b>	<b>Total Bid (Incl. HST)</b>
Walker Industries (HSC)	\$16.39	\$188,485.00	\$22.60	\$406,800.00
E.C. King Construction	\$22.60	\$227,470.00	\$25.71	\$416,707.49
Joe Kerr Ltd				
Bridge Excavating				

After reviewing the results, Staff recommend that the contract be awarded to Walker Industries (HSC) for the 2023 Supply and Apply of maintenance aggregate.

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

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.4 Leading Financial Management

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

The total cost of the tender award is \$595,285 inclusive of taxes. The following figures are net of the HST rebate that the Municipality is eligible to receive.

The A-Gravel and 7/8 Quarry being used for maintenance purposes has a total cost of \$482,937.98 and would be financed from account 01-2516-4328, Contract-Resurfacing with a budgeted amount of \$492,500.

The 3600 tonne of A-Gravel tendered for the 15 Sideroad Construction project has a total cost of \$53,134.97 and would be finance from the capital project account, 21-TRAN-0002 Sideroad #15 Roadway with a total budget amount of \$730,000.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: March 13, 2023

Subject: SRW.23.05 Municipal Engineering History

Report from: Scott McLeod, Public Works Manager

Appendices: None.

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### **Recommendation**

Be It Resolved that Council hereby,

1. Directs that all tendering and procurement processes associated with specialized projects be administered externally by the respective project engineer as deemed appropriate to the circumstances, with the final results being brought forward to Council for final approval;
2. That in accordance with Article 4 of the Procurement Policy, Council waives the requirement to issue a request for proposal for consulting services for 2023;
3. That the following consulting firms be acknowledged as Vendor of Record for 2023:
  - a. Cobide Engineering – Hanover
  - b. GM Blueplan – Owen Sound
  - c. BM Ross and Associates Limited – Goderich
  - d. WSP – Owen Sound
  - e. GSS Engineering Consultants Ltd. – Owen Sound; and
4. That Staff works with the Vendors to ensure appropriate contracts or agreements are in place for current projects.

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### **Report Summary**

The intent of this report is to provide Council with a historical review of the engineering firms used by the Municipality for various purposes.

## **Background**

Several areas of municipal operations require the expertise of external consultants and engineers to ensure that regulatory requirements are met, and compliance is maintained. The firms currently being used by the Municipality have a historical background with the Municipality and understand the infrastructure and operational needs.

## **Analysis**

Since the needs of each area differ, it is important to highlight the benefits that each firm brings to the Municipality. Below is historical review of the firms currently being used along with their area of expertise.

### **Cobide Engineering – Hanover**

Cobide Engineering firm was appointed by bylaw as the Drainage Superintendent for the Municipality in 2017. Cobide Engineering completes all the necessary requirements of the *Drainage Act, R.S.O 1990* and administers the maintenance grants that the Municipality is eligible to receive to assist with the offsetting costs associated with maintaining our municipal drainage system.

### **GM BluePlan – Owen Sound**

GM Blue Plan has been providing engineering consulting services for our waste management facilities since the reopening of the Arran Landfill. The firm handles the annual monitoring and sampling reports for groundwater, surface water, and gas. These reports are necessary to maintain environmental compliance, as regulated by the Ministry of the Environment, Conservation and Parks.

### **BM Ross and Associates Limited – Goderich**

BM Ross provides engineering consulting services for our bridge infrastructure. The firm completes bi-annual bridge inspections as required by *O. Reg. 104/97 Standards for Bridges*, made under the *Public Transportation and Highway Improvement Act, R.S.O, 1990*. BM Ross is currently working on our Bridge Master Plan.

### **WSP – Owen Sound**

WSP has been utilized to complete the Environmental Assessment for the Sideroad 15 Roadway construction project.

## GSS Engineering Consultants Ltd. – Owen Sound

GSS Engineering is appointed as the Municipal Overall Responsible Operator (ORO). All Municipal water systems in Ontario require at least two ORO's: one as a designate and the other one as a back-up. GSS Engineering presently provides the designate ORO and Scott McLeod acts as the ORO back-up. Included in their contract, GSS Engineering completes the five (5) Annual Reports, the wastewater Municipal Utility Monitoring Program (MUMP) paperwork, provide advice for the resolution of problems and carry liability insurance for all the water and wastewater systems in Arran-Elderslie.

In addition to the ORO Contract, GSS also provides engineering consulting services related to our urban road system, water and sewer compliance and projects and is currently work on creating a Stormwater Management Plan. The firm brings extensive experience with water and waste water treatment, road and storm water management facilities, and erosion control projects.

This historical review provides insight into the ongoing knowledge and expertise that has been gained by these continuing relationships. Each independent firm brings an added level of understanding and provides guidance to Staff regarding specialized matters.

Where construction works must take place, the tender documents and associated process are drafted and completed by these engineering firms to ensure that the work to be completed is within the required standards. These firms have industry knowledge to ensure that reputable, qualified contractors are suited for the job and often pre-qualify contractors to ensure quality workmanship will be obtained through the procurement process. This process provides greater assurance that the infrastructure work will remain intact for its expected lifespan. Where pre-qualified contractors are not used, additional costs are required for the engineers to undertake the rigorous qualification process as well as have a project manager on site to oversee the project. Staff recommend that where projects of these manner are taking place, the tendering process be completely handled by the engineering firm administering the project with the final result being presented to Council for their approval.

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

- 6.1 Protecting Infrastructure, Recreation and Natural Assets
  - 6.2 Supporting Businesses and the Local Economy
  - 6.4 Leading Financial Management
  - 6.5 Engaging People and Partnerships
-

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

The funding for these services is allocated to the various budget lines associated with the area of service.

Under Section 9 of the Procurement Policy, the procurement requirements for consulting and professional services are:

**9.2** Services less than \$5,000, the user department will select the consultant or professional service to perform the work.

**9.3** Services \$5,001 to \$50,000, a minimum of three written proposals are required, with a recommendation to Council with respect to the award of the contract.

**9.4** Services greater than \$50,001, a request for proposal will be issued.

Under Article 4, providing certain provisions are met, Council has the authority to waive the requirements of the Procurement Policy. Those provisions are:

- A)** The extension or reinstatement of an existing contract would prove cost effective or beneficial to the Municipality,
- B)** Goods and services are available from only one source.
- C)** Where for reasons of time, or due to the nature of the goods and services to be supplied, the interests of the Municipality would be best served by a direct purchase or invitation to tender to three or more selected tenderers, instead of calling a public tender.

Staff will bring regular updates to Council on costs associated with any work related to these consultants.

As staff are working towards the completion of a new Procurement Policy to be brought forward for Council review Q2, it is recommended that the above-mentioned consulting firms be approved as the "Vendor of Record" for 2023 and that the requirements of Article 9 of the Procurement Policy be waived for 2023. This will allow for the consulting firms to proceed with existing projects.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer



# The Corporation of the Municipality of Arran-Elderslie

## Information Report

Council Meeting Date: March 13, 2023

Subject: SRDPCLK.23.01 By-Law Enforcement – 2022 Annual Year End Update & Remedial Clean Up Services

Report from: Julie Hamilton, Deputy Clerk

Appendices: None.

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### **Report Summary**

The intent of this report is to provide Council with an annual year end status update regarding bylaw enforcement including animal control and the remedial clean up services.

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### **Background**

James Special Services (JSS) has been providing bylaw enforcement services for the Municipality since September of 2021. The current contract provides for 24 hours per week of enforcement services, to support the Building Department.

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### **Analysis**

The following chart provides a breakdown of the annual hours allocated across the five (5) areas of the municipality as well as the type and number of complaints.

Please note that identifiable information for specific properties and/or complaints has not been provided for confidentiality reasons.



**Bylaw Enforcement Statistics from January 1, 2022 - December 31, 2022**  
**Breakdown of Hours and Complaint Type by Area**

<b>Arran</b>	<b>Hours</b>	<b>Complaints</b>
Parking Issues		0
Noise		2
Fire		0
Property Standards		4
Clean and Clear Yards		11
Other		2
<b>Year to Date Totals</b>	<b>58</b>	<b>19</b>
<b>Chesley</b>	<b>Hours</b>	<b>Complaints</b>
Parking Issues		14
Noise		1
Fire		3
Property Standards		9
Clean and Clear Yards		51
Other		20
<b>Year to Date Totals</b>	<b>756</b>	<b>98</b>
<b>Elderslie</b>	<b>Hours</b>	<b>Complaints</b>
Parking Issues		1
Noise		0
Fire		0
Property Standards		3
Clean and Clear Yards		6
Other		2
<b>Year to Date Totals</b>	<b>56</b>	<b>0</b>
<b>Paisley</b>	<b>Hours</b>	<b>Complaints</b>
Parking Issues		4
Noise		1
Fire		0
Property Standards		6
Clean and Clear Yards		24
Other		17
<b>Year to Date Totals</b>	<b>460</b>	<b>52</b>
<b>Tara</b>	<b>Hours</b>	<b>Complaints</b>
Parking Issues		2
Noise		4
Fire		0
Property Standards		8
Clean and Clear Yards		11
Other		9
<b>Year to Date Totals</b>	<b>265</b>	<b>34</b>
<b>Year to Date Overall Total - All Areas</b>	<b>1595</b>	<b>203</b>



The chart represents the annual allocation of complaints by type.

The majority of complaints received are related to Property Standards and Clean and Clear Yards.

### Remedial Clean Up Services

The Municipality currently does not have a specific provider to provide clean up or remedial/removal services should the outcome of a specific property bylaw enforcement matter. Staff have recently obtained quotes for qualified contractors to complete remedial services of violations related to the Property Standards Bylaw, Tidy Yards Bylaw and any other applicable Municipal Bylaw in force and effect. The services will be provided on an as needed basis at the discretion of the Municipal Law Enforcement Officer (MLEO).

As a result, the MLEO now has three (3) contractors available to assist with clean up efforts when property owners fail to comply.

- A-1 Murray's Small Jobs c/o Murray McDonald
- Morrow Property Management c/o Shawn Morrow
- Multiple Enterprises

These contractors each have their own equipment to complete the project, insurance, etc. Refuse and debris removed from properties will be deposited in our municipal landfill and the cost will be billed to the property owner, along with all costs incurred by the municipality.

Due to the winter weather, Property Standards and Tidy Yards files are only monitored, since remedial efforts are difficult to enforce with the changing snow cover levels. Officers will review and revisit these files as a priority item when the snow has melted, and spring has begun so that the cleanup process can be expedited on the outstanding complaint files.

Complaints should be made by the complainant themselves in writing. The following methods for complaint submission are available and the details of complaints are kept confidential.

- Citizen Request Portal via the Municipal website
- By email directly to JSS at [bylaw@arran-elderslie.ca](mailto:bylaw@arran-elderslie.ca)
- By visiting the office and submitting complaints in writing. Complaint forms are available or written submissions on paper with the name and contact details of complainants will also be accepted.
- By calling JSS directly at 226-910-1322

The chart below provides the annual hours related to animal control matters and investigations as well as the number of call outs for animals running at large in 2022.

<b>Animal Control</b>		
<b>2022 Annual Totals</b>		
	Hour	Call Out
January	5.5	1
February	1.25	3
March	11.5	3
April	10.5	1
May	11	3
June	23.75	1
July	18.5	1
August	15.5	0
September	15.5	0
October	2	0
November	20.5	1
December	28	0
<b>Total</b>	<b>163.5</b>	<b>14</b>

### **Next Steps**

Based on feedback provided by JSS throughout the course of the year, Staff will be working to address updating bylaws and other tools to assist officers and help offset costs associated with enforcement.

- Updates to the Parking Bylaw including increases to fines and administrative fees
- Review and Updates of the Property Standards and Tidy Yards bylaw
- Updates to the Noise Bylaw
- Consideration of a Public Nuisance Bylaw
- Consideration of a False Alarm Bylaw
- Review of Bylaw Enforcement Fees and Penalties

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

#### 6.4 Leading Financial Management

## 6.6 Modernizing Services

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

By law Enforcement contracted services have been budgeted for 2022 in the amount of \$46,954. The total actual cost in 2022 was \$46,331.34.

Animal Control contracted services have been budgeted in 2022 at \$11,200. The total actual cost in 2022 was \$11,271.15.

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Approved by: Sylvia Kirkwood, Chief Administrative Officer



# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: March 13, 2023

Subject: SRREC 23.04 Paisley Community Centre – 2nd Floor Library and Multi-Purpose Recreation Space

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

Appendices: Appendix A – Paisley Community Centre 2<sup>nd</sup> Floor Drawing, Appendix B and C – Photos of Existing Paisley Library and 2<sup>nd</sup> Floor of Paisley Community Centre

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### **Recommendation**

Be It Resolved that Council hereby,

1. Recommend to proceed with a Request for Proposal (RFP) for the renovation of the 2<sup>nd</sup> Floor of the Paisley Community Centre to include space for the Paisley Library and multi-purpose recreational space to an upset limit of \$453,863 from 21-RECC-0013;
2. Support the submission of an application to the Building Communities Through Arts and Heritage - Legacy Fund if it is determined that the renovated Community Centre 2<sup>nd</sup> Floor Library/Recreational space is an eligible project; and
3. Provide a copy of this report and recommendations to Bruce County.

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### **Report Summary**

Over the last few years, staff have been working with the County of Bruce regarding the need to address the future needs of the existing Paisley Library to provide enhanced/additional library space that allows for more programming and library services to the community.

The current Paisley Library is located in a municipally owned building which was purpose built for a library in 1967. The space is approximately 900 sqft and does not currently meet accessibility requirements for the entrance and washroom facilities.

Due to the limited configuration of the space, library programming and the provision of other related services are a challenge.

Historically, it was identified that in order to address these needs the most suitable solution was to relocate the Library to the 2<sup>nd</sup> floor of the Paisley Community Centre. Funding to support this relocation and renovation of the space was identified in the capital budget. Staff were also successful in obtaining a grant to support some of the expected costs.

In addition, another grant was received to support the installation of a new elevator that could service the library and other users of the 2<sup>nd</sup> floor of the Paisley Community Centre. The installation of this elevator is scheduled for later this year.

Due to past difficulties in tendering for the construction of this space another option was to consider renovating the current library location by adding 500 sqft onto the space. It came to our attention that the costs for this option but be eligible for a Federal Grant - Building Communities Through Arts and Heritage - Legacy Fund. This program supports projects that are celebrating a milestone and are supportive of Arts and Heritage. Paisley is celebrating its 150 years of incorporation in 2024 and this project might be suitable for a grant of this nature.

Staff have had conversations regarding potential funding from the Federal Department of Canadian Heritage to commemorate the Village of Paisley's 150<sup>th</sup> anniversary and from initials comments were encouraged that this might be an eligible project.

Staff are seeking Council direction on the preferred approach to providing Bruce County with additional library space that meets their identified needs.

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## **Background**

Beginning in 2019, there were discussions with Bruce County Library regarding the Library's current space and potential solutions to assist with the small size and ongoing accessibility issues that come with the building. At that time, Bruce County Library staff were supportive of the potential renovation to the upper level of the Community Centre that would give the Library a new permanent home with increased square footage, accessibility, and the potential to create more of a community hub space. Staff were able to obtain a grant through the Investing in Canada Infrastructure Program Covid Stream to support \$100,000 of the project costs. Staff have published a Request for Proposal on three (3) separate occasions for this project to be completed and no proposals have been received to date.

Municipal staff have had ongoing meetings with Bruce County Library staff to discuss the future of the Library, as their staff today have concerns with the potential move to the upper level of the Community Centre. Their concerns include accessibility for patrons, noise from the building, lighting, the second level not being an ideal location to operate their business and that the increase of size is not enough for their operations.

Staff have worked to address these concerns, including the purchase and installation of a new elevator, and working with the contractor who will be installing the elevator to address some of the other concerns while staying within budget.

Staff also spoke with Bruce County Library staff regarding the potential addition of the 500 square feet onto the current Library building. This addition would include accessibility upgrades to both building entrances and to the washroom. Bruce County staff were more supportive of this idea, as the land where the building sits is more conducive to outdoor activities during the summer months and is located on the ground level of Main Street.

Staff brought a report to Council in February regarding potential grant opportunities, which included an application to the Legacy Fund to apply for the Library building.

Staff are continuing to investigate the Legacy Fund to determine if an application would also be considered for the Library to be relocated to the Community Centre.

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## **Analysis**

Staff are recommending continuing with the original plan to move the Library into the Community Centre, as that was the basis of the ICIP funding. Council has discussed the dedicated rental income from Bruce County Library into the Community Centre being beneficial for the building moving forward.

Additionally, with the installation of the new elevator, it has been determined that the Library will receive increased space, more accessibility and have the opportunity to utilize the remainder of the floor for expanded programming. The Municipality will retain the remaining portion of the upper level, including hall area, washrooms, kitchen, and curling club lounge. This space could be used for multiple purposes such as for youth meetings, viewing lounge, recreational and meeting space, etc.

At the time of this report, there are no future plans with the building that the Library currently utilizes, but staff will bring a future report to the Council with recommendations for that building and lands.

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

6.1 Protecting Infrastructure, Recreation and Natural Assets

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

The Municipality has received \$100,000 from the ICIP Covid Stream to support this project. Included within the 2023 Capital Budget as project 23-RECC-0037 Paisley Library Renovation.

Should Council approve this report, staff are suggesting reallocating this project to project 21-RECC-0013 Paisley Community Centre 2<sup>nd</sup> Floor Renovation. The following charts shows the revised capital budget.

### 2023 Capital Budget

Project	Description	Expense	Grant	Financed by:	
				2022 Reserves	2023 Reserves
21-RECC-0013	Paisley Community Centre 2nd Floor Renovation	203,863	100,000	103,863	
23-RECC-0037	Paisley Library Renovation	500,000	250,000	100,000	150,000

### 2023 Capital Budget Proposed Revision

21-RECC-0013	Paisley Community Centre 2nd Floor Renovation	453,863	100,000	203,863	150,000
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Staff are prepared to bring an additional report to Council when a contractor has provided a proposal to staff regarding the renovation of the upper level of the Community Centre.

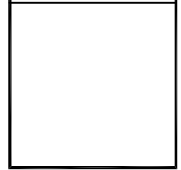
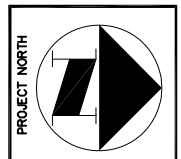
Approved by: Sylvia Kirkwood, Chief Administrative Officer



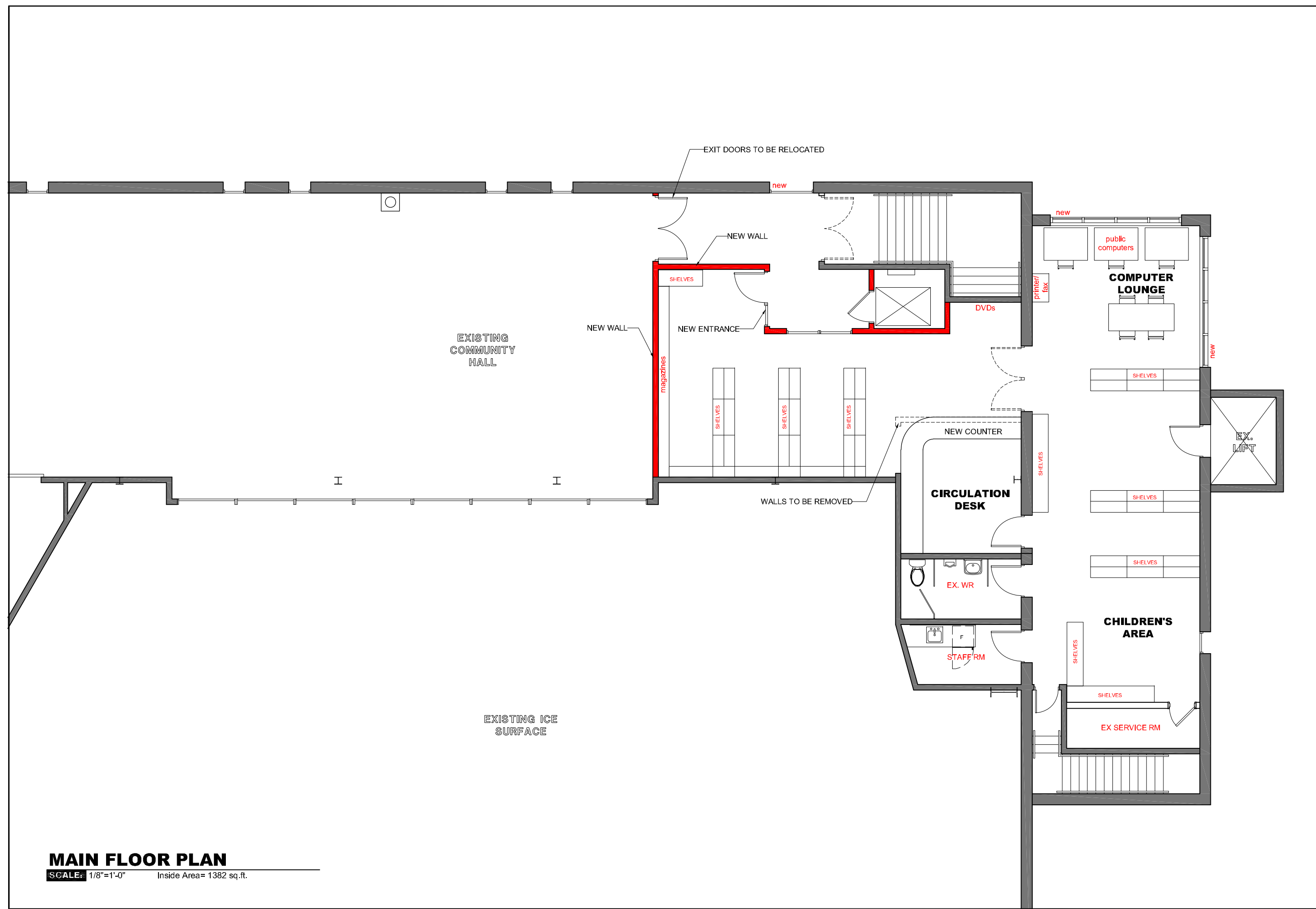


DRAWN	AE
DATE	FEB. 28, 2023
SCALE	AS NOTED
FILE	..
REV No.	0.01

PROJECT	PAISLEY COMMUNITY CENTRE
CLIENT	ARRAN-ELDERSLIE
DRAWING	PROPOSED RENOVATIONS



**ARRAN-ELDERSLIE**  
FOR REFERENCE ONLY  
ALL CONSTRUCTION TO MEET  
THE ONTARIO BUILDING CODE

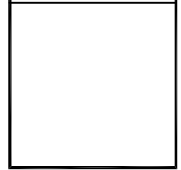
# MAIN FLOOR PLAN

SCALE: 1/8"=1'-0" Inside Area= 1382 sq.ft.

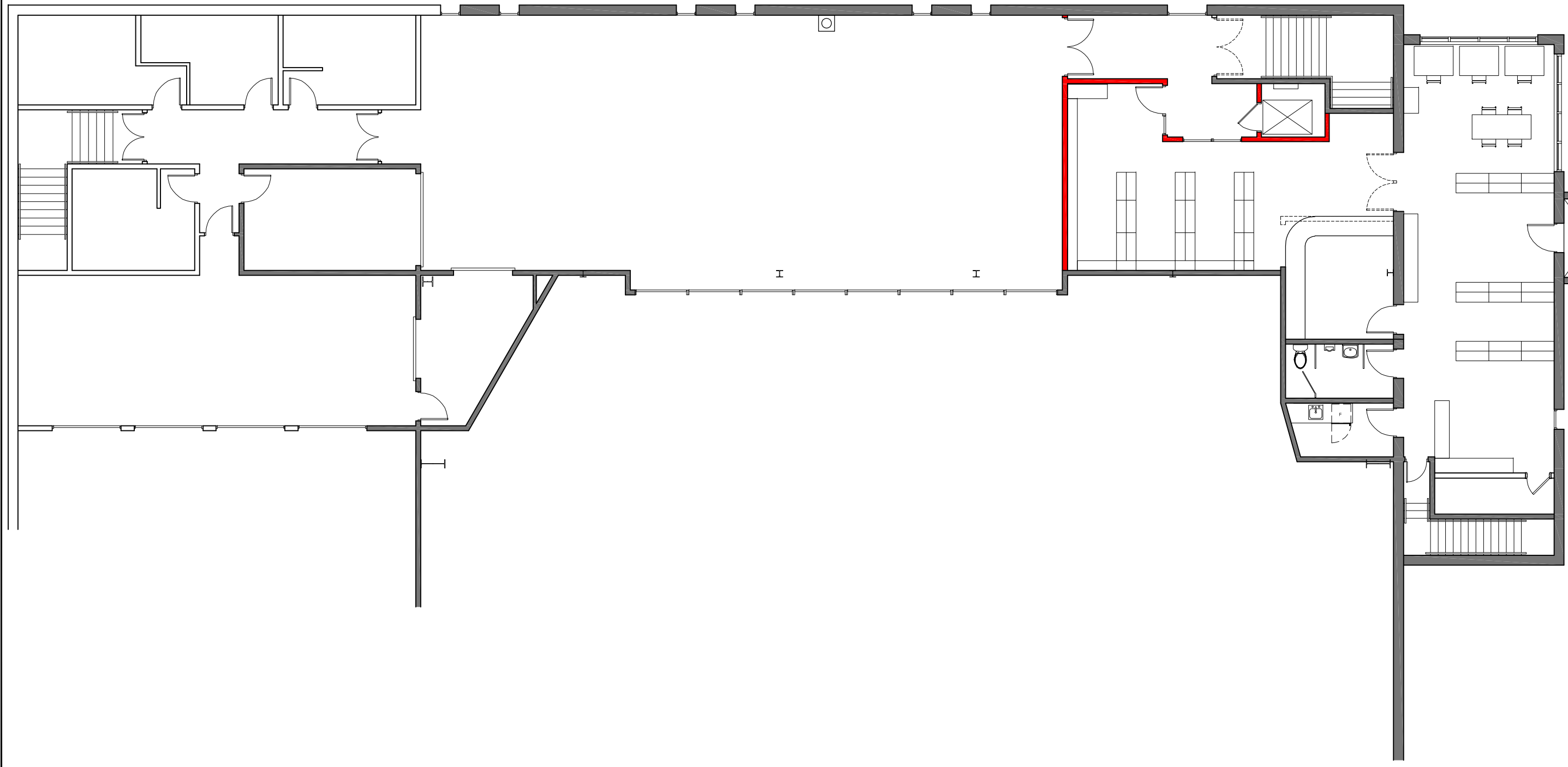
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DRAWN	AE
DATE	FEB. 28, 2023
SCALE	AS NOTED
FILE	..
REV No.	0.01

PROJECT	PAISLEY COMMUNITY CENTRE
CLIENT	ARRAN-ELDERSLIE
DRAWING	Proposed Renovation



**ARRAN-ELDERSLIE**  
 FOR REFERENCE ONLY  
 ALL CONSTRUCTION TO MEET  
 THE ONTARIO BUILDING CODE



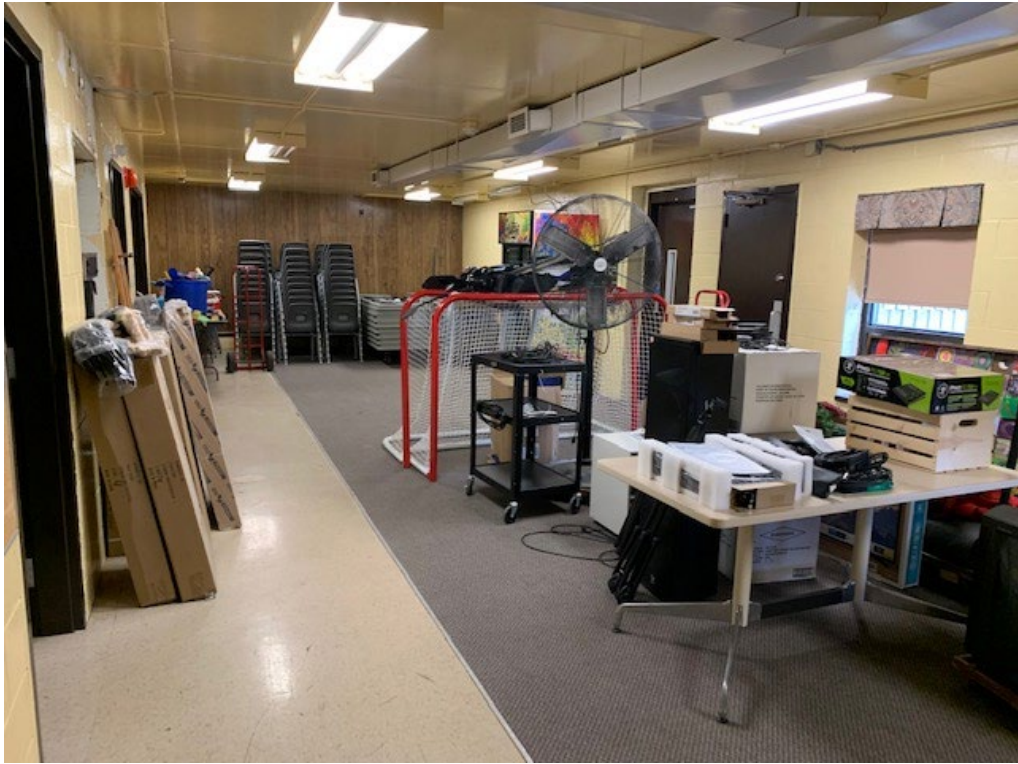
**MAIN FLOOR PLAN**

SCALE: 3/32"=1'-0"

## Existing Paisley Library









# The Corporation of the Municipality of Arran-Elderslie

## Staff Report

Council Meeting Date: March 13, 2023

Subject: SRFIRE.23.02 Fire Department Command Response Unit

Report from: Steve Tiernan, Fire Chief

Appendices: None

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### **Recommendation**

Be It Resolved that Council hereby,

1. Provides pre-budget approval for the purchase of a 2019 Chevrolet 4X4 Crew Cab from Morrows Sales and Service Chesley, Ontario, for the purchase price of \$43,000.00 plus applicable taxes, to be used as the Arran-Elderslie Fire & Emergency Services command/response unit;
2. That Council approves \$3,000.00 for the upfit for the emergency lighting/siren, and reflective package to meet NFPA 1901 "Standard for Automotive Fire Apparatus";
3. In accordance with Article 4 of the procurement policy, Council waives the requirement to issue a request for proposal for Items 1 & 2;
4. That the purchase be financed by the Fire Station's reserves, \$41,458 and the Township of Chatsworth \$5,352.

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### **Report Summary**

In 2021, it was identified that the amalgamated fire department would require a command/response pickup truck. This vehicle would be used to respond to emergency scenes, conduct inspections, attend fire chief meetings, and fire practices, as well as other daily tasks that require the Fire Chief to move throughout the Municipality and neighboring communities for meetings, plus being used for out-of-town training for firefighters. The request for the truck was deferred to the 2023 budget.

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## **Background**

Through budget deliberations with Council, Council has requested further information as to the requirement of the fire departments need for a command /response unit.

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## **Analysis**

Arran-Elderslie Fire & Emergency Services protects over 461 square kilometers, with three (3) fire stations serving the community. In 2021, the need for a command/response unit was identified for the Fire Chief to be able to respond throughout the Municipality to emergency incidents, meetings, (not only fire department related), firefighter training nights, fire inspections and public education events. This would include travelling in inclement weather, including when roads are closed to emergency incidents.

NFPA 1901 sets the standard for municipal fire service vehicles responding to emergency incidents. These standards address emergency lighting (which includes light intensity, 360 degree coverage, strobe timing and reflective striping 360 degrees around).

The pickup truck would also be used for meetings outside of the Municipality including Chief meetings. This would also include Emergency Management Ontario meetings for the Fire Chief in Grey, Bruce and Huron Counties.

With the new legislated requirement for firefighter mandatory certification, it was also identified that the truck could be used for firefighters taking classes at the Brockton Regional Training Center, Bruce Nuclear Training Center, Markdale Regional Training Center as well as other Ontario Fire College Training Centers that would be required for Code Enforcement certifications. By using the pickup truck, it would save on mileage paid out on personal vehicles being used by the fire fighters.

Listed are areas in which the truck would be used.

- Fire Chief response to incidents
- Fire Inspections throughout the municipality
- Public Education meetings
- Public Inquires and Complaints
- Burn Permit site inspections
- Firefighter Training nights (3 stations) twice a month at each
- Fire Chief meetings within and throughout the neighboring counties and province
- Firefighter training out of town (as identified above)
- Bruce County School (firefighter training)
- Use at emergency incidents to transport SCBA cylinders for refilling (either to Elmwood or Saugeen Shores or going for supplies or additional equipment as needed).

- Used as standby at an emergency incident where a truck must stay on scene (wires down, waiting on Ontario Hydro). This allows firefighters to go back to their jobs and apparatus to be put back in service.

Options for vehicles that were investigated:

Use of a car

- Not safe for responding to calls in inclement weather
- No room to transport firefighters to training with their Bunker Gear and SCBA's
- Cars are not used as a response vehicle
- Would not be able to isolate dirty gear from the firefighters after emergency events or live fire training

Use of an SUV

- Would need to be all wheel drive
- No room to transport firefighters to training with their Bunker Gear and SCBA's
- Would not be able to isolate dirty gear from the firefighters after emergency events or live fire training

Public Works Used Truck

- All trucks are required for current work commitments.

Building Truck

- Would entail purchasing a new truck for the Chief Building Official and using funds from the Building Reserve which is earmarked for wages and other costs when building permit activity is not consistent.

Used Truck from Morrow's Sales & Service

- Savings by purchasing used
- Truck already outfitted with a cap and rollout bedliner to assist in moving and securing equipment
- Able to isolate dirty bunker gear from firefighters after training or emergency incidents
- Crew Cab to allow for transportation of five (5) firefighters to training or emergency incidents

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

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.4 Leading Financial Management

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

Estimated cost of mileage based on two (2) years of daily operations and training for firefighters out of town. These are only estimates and may fluctuate due to incident response, inspections, and training needs.

Fire Chief meetings out of town

- Fire Chief meetings out of town approximately 7000 kms  
7000 kms X .50 mileage = **\$3,500.00**
- Fire Chief meetings and responses and training within the municipality  
200 kms per week based on 104 weeks X .50 = **\$10,400**
- 5 Firefighter Recruits attending Walkerton Regional Training Center for NFPA 1001 Level 1  
5 students 10 days training 80 kms per day X .50 = **\$2,000.00**
- 1 Student Grimsby Regional Training Center NFPA 1033 Fire Investigator 1033  
1 student 500 kms X .50 = **\$250.00**
- 5 Students Bruce Nuclear Training Day  
5 Students X 100 kms X .50 = **\$250.00**

The draft 2023 Capital Budget as presented to Council includes the purchase of a Fire Chief Command/Response Unit (23-FIRE-0003 Fleet) for \$65,000. The financing of the truck is being cost shared from each of the Fire Stations respective reserves, totalling \$57,568 and \$7,432 from the Township of Chatsworth. Staff have been investigating other options, which has resulted in locating a used truck for \$43,000 plus applicable taxes.

Under Section 9 of the Procurement Policy, the procurement requirements for purchases over \$20,000 is a tender or quote, or request for proposal, with a recommendation report to Council for award of the contract. This process would be followed for a new vehicle; however, Staff have been successful in finding a used vehicle that would meet the needs of the department. Proceeding with a used vehicle provides significant budgetary savings of approximately \$20,000.

Under Article 4 of the Procurement Policy, providing certain provisions are met, Council has the authority to waive the requirements of the Procurement Policy. Those provisions are:

- A)** The extension or reinstatement of an existing contract would prove cost effective or beneficial to the Municipality,
- B)** Goods and services are available from only one source.
- C)** Where for reasons of time, or due to the nature of the goods and services to be supplied, the interests of the Municipality would be best served by a direct purchase or invitation to tender to three or more selected tenderers, instead of calling a public tender.

If Council endorses the purchase from Morrow Sales and Service, a capital budget amendment will be made to reflect the purchase of a used vehicle. The revised financing will be \$46,810, net of HST rebates and will be financed:

- Arran-Elderslie's Fire Station Reserves - \$41,458
  - Reserve 7222 – Chesley - \$10,252
  - Reserve 7224 – Paisley - \$15,603
  - Reserve 7226 – Tara - \$15,603
- Township of Chatsworth (1/3 cost x 34.3%) - \$5,352

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Approved by: Sylvia Kirkwood, Chief Administrative Officer

**Agenda Number:** 13.5.1.  
**Resolution No.** 49-03-2023  
**Date:** Monday, February 13, 2023



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**Moved by:** Councillor Dudgeon  
**Seconded by:** Councillor Nickason

Be It Resolved that Council hereby,

1. Accept the proposal from Domm Construction Ltd. in the amount of \$59,004.08, inclusive of applicable taxes for the Municipal Office Lower-Level Renovation;
2. To authorize 2023 pre-budget approval for the additional costs associated with this project; and
3. That the additional funds requested in 2023 of \$50,000 be financed by the OPG Reserve #7134.

**Carried**

*DL*  
\_\_\_\_\_  
Mayor Initials

*Cpm*  
\_\_\_\_\_  
Clerk Initials

**Agenda Number:** 16.1.

**Resolution No.**

**Date:** Monday, March 13, 2023



**Moved by:** \_\_\_\_\_

**Seconded by:** \_\_\_\_\_

Be It Resolved that Council hereby rescinds Resolution 49-03-2023 and replaces it with the following:

1. Accept the proposal from Domm Construction Ltd. in the amount of \$59,004.08, inclusive of applicable taxes for the Municipal Office Lower-Level Renovation;
2. To authorize 2023 pre-budget approval for the additional costs associated with this project; and
3. That the additional funds requested in 2023 of \$50,000 be financed from the Municipal Building Maintenance Reserve # 7212.

**Carried**

**Tabled**

**Defeated**

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

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

**Arran-Elderslie - Student Pay Grid 2023**

<b>Position</b>	<b>Rate</b>	<b>2023 Salary</b>
<b>Parks/Works Attendant</b>		
Step One	Adult min wage +\$1.25	\$16.75
Step Two	\$ 0.25	\$17.00
Step Three	\$ 0.25	\$17.25
<b>Aquatic Instructor Guard</b>		
Step One	Adult min wage +\$1.25	\$16.75
Step Two	\$ 0.50	\$17.25
Step Three	\$ 0.50	\$17.50
<b>Aquatic Supervisor</b>		
Step One	Adult min wage +\$3.50	\$19.00
Step Two	\$ 0.50	\$19.50
Step Three	\$ 0.50	\$20.00
<b>Day Camp Leader</b>		
Step One	Adult min wage +\$1.25	\$16.75
Step Two	\$ 0.25	\$17.00
Step Three	\$ 0.25	\$17.25
<b>Day Camp Supervisor</b>		
Step One	Adult min wage +\$3.50	\$19.00
Step Two	\$ 0.50	\$19.50
Step Three	\$ 0.50	\$20.00
<b>Museum Attendant/Tourism/Administration</b>		
Step One	Adult min wage +\$1.25	\$16.75
Step Two	\$ 0.25	\$17.00
Step Three	\$ 0.25	\$17.25
<b>GIS Student</b>		
Step One	Adult min wage +\$3.50	\$19.00
Step Two	\$ 0.50	\$19.50
Step Three	\$ 0.50	\$20.00
<b>Aquatic/Camp LIT (under 18)</b>		
	Student min wage + \$0.40	\$15.00

\*LIT - Leader in Training

\*each year past the Step 3 will be provide an incremental increase of \$0.25 or \$0.50 depending on position

\*Ontario Adult Minimum Wage 2023 - \$15.50

\*Ontario Student Minimum Wage 2023 - \$14.60

CAO Sylvia Kirkwood

Treasurer, Tracey Neifer

**The Corporation of the Municipality of Arran-Elderslie**

**By-Law Number 14-2023**

Being a By-Law to adopt Amendment No. 12 to the Municipality of Arran-Elderslie Official Plan for lands described as GEORGE W/S LOT PT 11 RP;3R3103 PART 2 (Village of Paisley), Municipality of Arran-Elderslie, 324 Balaklava Street

**Whereas** The Corporation of the Municipality of Arran-Elderslie is empowered to amend its Official Plan as required;

**Whereas** the Planning Act, RSO 1990 Section 17 provides provisions for the passing of official plan documents;

**And whereas** the Planning Act, RSO 1990 Section 22 provides provisions for making amendments to official plans.

**And whereas** in accordance with the Planning Act, application has been received to change the Municipality of Arran-Elderslie Official Plan provisions for GEORGE W/S LOT PT 11 RP;3R3103 PART 2 (Village of Paisley), Municipality of Arran-Elderslie, 324 Balaklava Street

**Now therefore the Council of the Corporation of the Municipality of Arran-Elderslie enacts as follows:**

1. **That** Amendment No. 12 to the Municipality of Arran-Elderslie Local Official Plan, a copy of which is attached to and forms part of this by-law, is hereby adopted.
2. **That** the Clerk is hereby directed to forward the adopted Amendment together with the necessary supporting documentation to the County of Bruce for final approval.
3. This by-law shall come into force and take effect pursuant to the provisions and regulations of the Planning Act, R.S.O. 1990, c.P. 13.

**Read a first and second time this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.**

\_\_\_\_\_ **Mayor**

\_\_\_\_\_ **Clerk**

**Read a third time and finally passed this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.**

\_\_\_\_\_ **Mayor**

\_\_\_\_\_ **Clerk**

## Part B – The Amendment Number 12

### Introductory Statement

All of this part of the document entitled "Part B – The Amendment" and consisting of the following text, and attached map designated as Schedule "A", constitutes Amendment No. 12 to the Municipality of Arran-Elderslie a Local Official Plan.

### Details of the Amendment

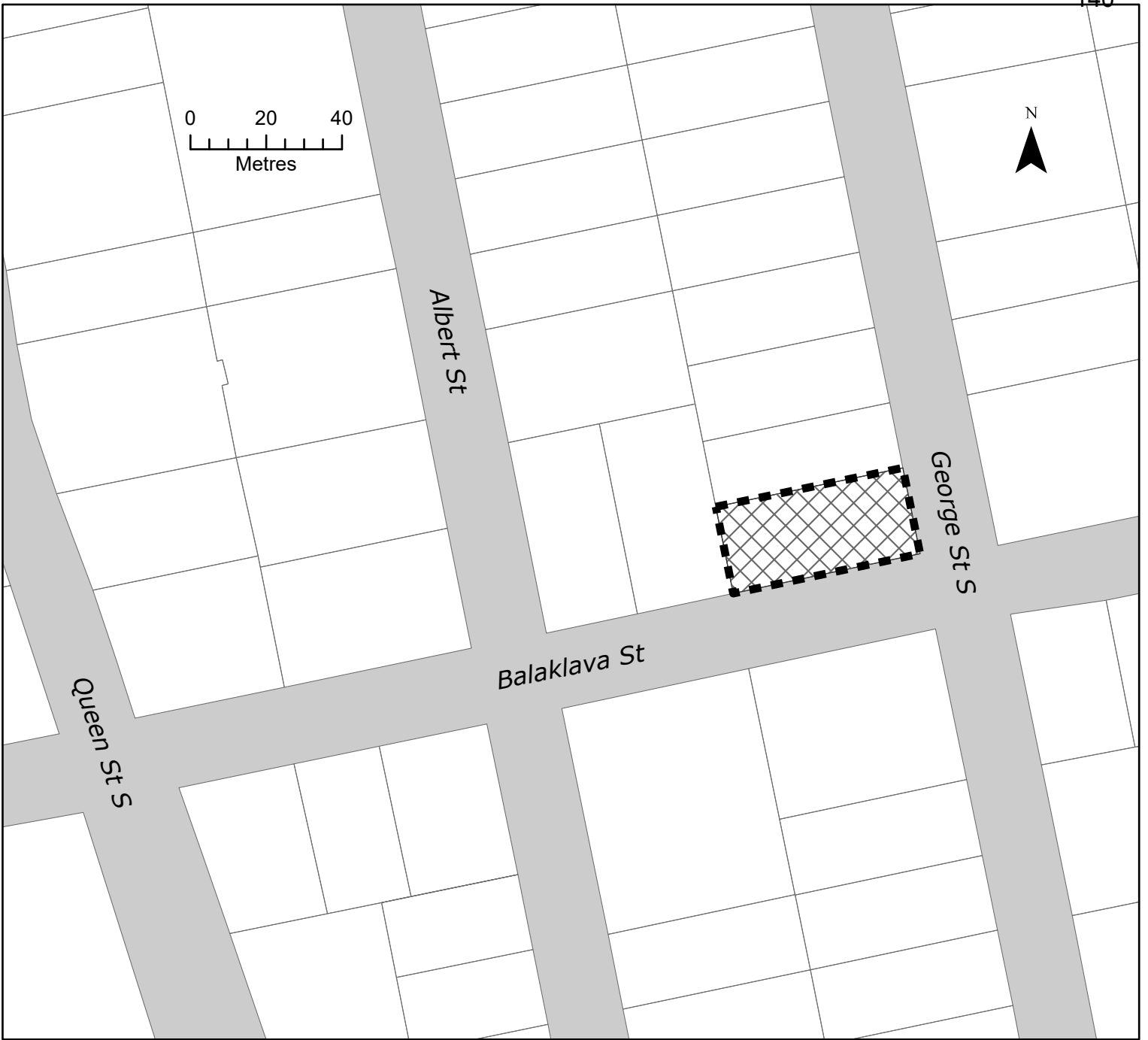
The Municipality of Arran-Elderslie Official Plan is proposed to be amended as follows:

1. "Schedule A: Land Use Plan" to the Town of South Bruce Peninsula Official Plan is hereby amended by changing the land use designation on lands described as GEORGE W/S LOT PT 11 RP;3R3103 PART 2 (Village of Paisley), Municipality of Arran-Elderslie, 324 Balaklava Street, from 'Residential' to 'Residential – Exception 3', as outlined in the attached Schedule "A".
2. Section 3.1.18 of the Municipality of Arran-Elderslie Official Plan is hereby amended by adding the following:

#### 3.1.18.3

OPA #12 (Woods Morley), By-Law 15-2023, GEORGE W/S LOT PT 11 RP;3R3103 PART 2 (Village of Paisley), Municipality of Arran-Elderslie

Notwithstanding the policies of Section 3.1.7 (a) Medium Density Residential the lands identified as Schedule A to this Amendment may be developed with a maximum density of 66 units per gross hectare. All other policies of this plan shall apply.



**Schedule 'A'**

to  
**Amendment NO. 12**

**Arran-Elderslie Official Plan**

File # L-2022-011

324 Balaklava Street  
GEORGE W/S LOT PT 11 RP;3R3103 PART 2  
Roll 410341000120600  
Municipality of Arran-Elderslie  
(Village of Paisley)  
County of Bruce



Lands subject to Section 3.1.18.3 -  
Residential Exception

File: L-2022-011

Applicant: Alicia Woods Morley  
c/o Cuesta Planning Consultants Inc.

Date: February 2023

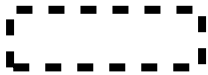
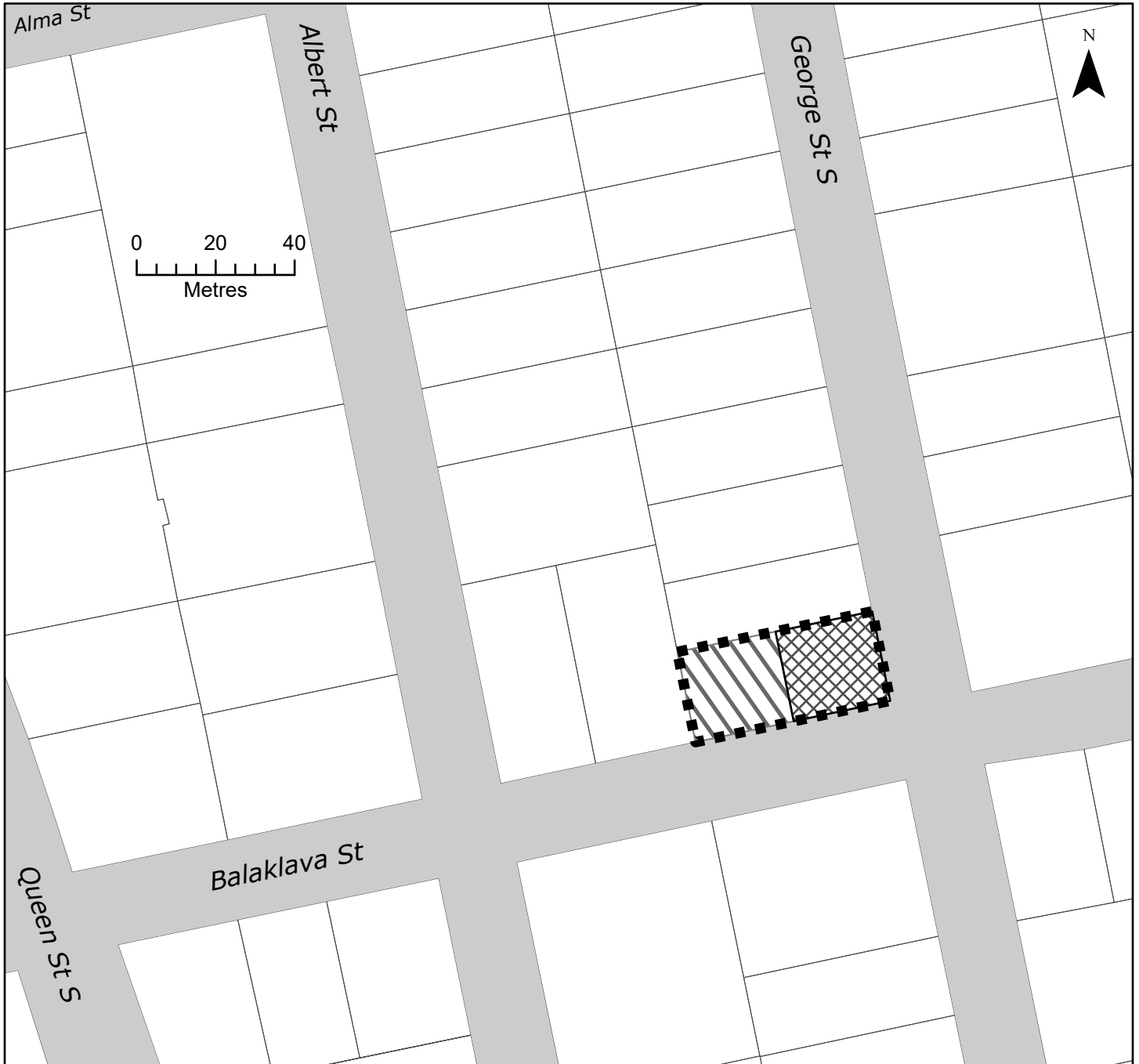


# Schedule 'A'

324 Balaklava Street - GEORGE W/S LOT PT 11 RP;3R3103 PART 2

Roll Number: 410341000120600

Municipality of Arran-Elderslie (Village of Paisley)



Subject Property



Lands to be zoned R3-15-2023 - Residential: Medium Density Special



Lands to be zoned R3-15-2023 - Residential: Medium Density Special

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**

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**BY-LAW NO. 15 – 2023**

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:

GEORGE W/S LOT PT 11 RP;3R3103 PART 2 (Village of Paisley), Municipality of  
Arran-Elderslie, 324 Balaklava Street

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 'Residential: Low Density Multiple (R2)' ZONE to 'Residential: Medium Density Multiple Special R3-15-2023-a and 'Residential: Medium Density Multiple Special R3-15-2023-b' ZONES of 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 10.7 thereof:

'R3-15-2023'

.03 Notwithstanding their 'Residential: Medium Density Multiple zoning designation, those lands delineated as R3-14-2023-a and R3-14-2023-b on Schedule 'A' to this By-law shall be used in compliance with the 'R3' zone provisions contained in this by-law, excepting however:

R3-15-2023-a

- i. Each unit is permitted to be accessed by an independent outside entrance
- ii. A minimum lot area per unit of 151.7 square metres is permitted
- iii. A minimum lot frontage of 6.25 metres per unit is permitted
- iv. A minimum front yard setback of 5.8 m is permitted
- v. Six (6) parking spaces are permitted for four (4) units
- vi. The permitted width of a parking space is 2.6 metres
- vii. 'Planting Area/Visual Screening' in accordance with Section 3.15 is required along the westerly and northerly lot lines.

R3-15-2023-b

- i. Each unit is permitted to be accessed by an independent outside entrance
- ii. A minimum lot area per unit of 151.7 square metres is permitted

- iii. A minimum lot frontage of 6.03 metres per unit is permitted
  - iv. Six (6) parking spaces are permitted for four (4) units (Section 3.27.1 requires 8 spaces)
  - v. The permitted width of a parking space width is 2.6 metres
  - vi. A 'Planting Area/Visual Screening' in accordance with Section 3.15 is required along the northerly lot line.
3. THAT this By-law takes effect from the date upon which the Municipality of Arran-Elderslie OPA No. 12 comes into force and effect, subject to compliance with the provisions of the *Planning Act, R.S.O. 1990, as amended*.
  4. 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 13th day of March, 2023.

READ a THIRD time and finally passed this 13th day of March, 2023.

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Steve Hammell, *Mayor*

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Christine Fraser-McDonald,  
*Clerk*

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

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**BY-LAW NO. 17-2023**

**BEING A BY-LAW TO ESTABLISH A CODE OF CONDUCT  
FOR THE MEMBERS OF THE COUNCIL  
OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**

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 by Section 223.2 of the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, provide that a municipality may establish codes of conduct for members of council of the municipality and of local boards of the municipality; and

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie considers it appropriate and property to establish a Code of Conduct and to enact a by-law in this regard;

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

1. That the Code of Conduct, attached here to as Schedule "A", is hereby adopted.
2. That Schedule "A" forms part of this By-law.
3. That this By-law shall come into force and take effect immediately upon the final passing thereof.
4. That By-law No. 43-2021 be repealed.

\*\*\*\*\*

READ a FIRST and SECOND time this 13<sup>th</sup> day of March, 2023.

READ a THIRD time and finally passed this 13<sup>th</sup> day of March, 2023.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

<b>Policy Name:</b>	Code of Conduct for Members of Council & Local Boards	<b>Policy No:</b>	CLK01-2023
<b>Department:</b>	Clerks		
<b>Effective Date:</b>	March 13, 2023		
<b>Date Revised:</b>			
<b>Authority:</b>	By-Law No. 17-2023	<b>Repealed Authority:</b>	By-Law 43-2021

#### 1. Purpose

##### 1.0 Application and Purpose

1.1 The purpose of this Code of Conduct is to establish a general standard to ensure that all Members share a common basis for acceptable conduct, and to which all Members are expected to adhere to and comply with. This Code of Conduct augments other laws which Members are governed by and which requires Members to follow the Procedure By-law and other sources of applicable law, including but not limited to:

- *Municipal Act, 2001*
- *Municipal Conflict of Interest Act*
- *Municipal Elections Act, 1996*
- *Municipal Freedom of Information and Protection of Privacy Act*
- *Human Rights Code*
- *Occupational Health and Safety Act*
- *Provincial Offences Act*
- *Criminal Code*

1.2 This Code of Conduct applies to all Members of the Council of the Municipality of Arran-Elderslie and, unless specifically indicated otherwise and with all necessary modifications, to all members of the Municipality's local boards.

1.3 While this Code of Conduct applies to members of the Municipality's local boards it is recognized that such members do not hold elected office, nor do they represent the Municipality in general and at all times.



## Policy CLK01-2023 Code of Conduct for Members of Council & Local Boards

### 2.0 Statement of Principles

- 2.1 This Code of Conduct is intended to set a high standard of conduct for Members in order to provide good governance and a high level of public confidence in the administration of the Municipality by its Members as duly elected and/or appointed public representatives of local boards to ensure that they each operate from a foundation of integrity, transparency, justice, truth, honesty and courtesy.
- 2.2 The principles set out in Sections 2.1 and 2.2 are intended to facilitate an understanding, application and interpretation of the Code of Conduct – the principles are *not* operative provisions of the Code of Conduct and are *not* intended to be enforced independently as such.

All Members shall:

- serve and be seen to serve the public in a conscientious and diligent manner;
- observe and act with the highest standard of ethical conduct and integrity;
- avoid the improper use of the influence of their office and act without self-interest;
- perform their functions with honesty, integrity, accountability and transparency;
- perform their duties of office and arrange their private affairs in a manner that promotes public confidence and that will bear close public scrutiny;
- be cognizant that they are at all times representatives of the Municipality and of Council, recognize the importance of their duties and responsibilities, take into account the public character of their function, and maintain and promote the public trust in the Municipality; and
- uphold the spirit and the letter of the laws of Ontario and Canada and the laws and policies adopted by Council.

### 3.0 Definitions

3.1 The following terms shall have the following meanings in this Code of Conduct:

- (a) “CAO” means the Chief Administrative Officer of the Municipality or designate;



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

- (b) “child” means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family;
- (c) “Clerk” means the Clerk of the Municipality or designate;
- (d) “confidential information” means information or records that are in the possession, in the custody or under the control of the Municipality that the Municipality is either precluded from disclosing under the *Municipal Act, 2001* or other applicable legislation, its Procedure By-law or any of its other by-laws, policies, rules or procedures, or that it is required to refuse to disclose under the *Municipal Freedom of Information and Protection of Privacy Act* or other legislation;
- (e) “conflict of interest” means a situation in which a Member has competing interests or loyalties between the Member's personal or private interests and his or her public interests as an elected representative such that it might influence his or her decision in a particular matter;
- (f) “Council” means the council for the Municipality and includes, as the context may require and with all necessary modifications, any of the Municipality's local boards;
- (g) “frivolous” means of little or no weight, worth, importance or any need of serious notice;
- (h) “gift” means any kind of benefit, contribution or hospitality that has any financial or monetary value and includes the forms of benefits, contributions and hospitality that are set out in Section 7.0;
- (i) “Integrity Commissioner” means the person appointed by Council pursuant to section 223.3 of the *Municipal Act, 2001* to independently carry out the functions set out therein and such other functions as may be assigned by Council from time to time;
- (j) “local board” means a local board as that term is defined in subsection 1(1) and section 223.1 of the *Municipal Act, 2001*;
- (k) “media” includes any radio, television, newspaper, magazine, website, blog, social media, Twitter feed, YouTube or any other vehicles for the public dissemination of information, whether digital, electronic or print;
- (l) “meeting” means a regular, special or other meeting of Council or a committee of Council where:
  - (i) a quorum of Members is present, and



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

- (ii) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of Council;
- (m) “Member” means a Member of the Council for the Municipality or a member of a local board, including a member of a joint board if that member is appointed by the Council to the joint board;
- (n) “Municipality” means The Corporation of the Municipality of Arran-Elderslie and includes, as the context may require and with all necessary modifications, any of the Municipality’s local boards;
- (o) “non-pecuniary interest” means a private or personal interest that a Member may have that is non-financial in nature and that would be considered by a reasonable person, apprised of all the circumstances, as being likely to influence the Member’s decision in any matter in which the non-pecuniary interest arises, and may include, but is not limited to, an interest that arises from a relationship with a person or entity;
- (p) “parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;
- (q) “pecuniary” means relating to or consisting of money or having financial, economic or monetary value;
- (r) “social media” means any third-party hosted technologies that allow the creation and exchange of user-generated content to share opinions, information and documents, and includes blogs, discussion boards and forums, microblogs, photo-sharing sites, social networks and video sharing services;
- (s) “spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage;
- (t) “staff” means the CAO and all officers, directors, managers, supervisors and all administrative staff, whether full-time, part-time, contract, seasonal or volunteer, as well as agents, consultants and volunteers acting in furtherance of the Municipality’s business and interest (not including a Member);





## Policy CLK01-2023 Code of Conduct for Members of Council & Local Boards

- (u) “vexatious” means troublesome or annoying in the case of being instituted without sufficient grounds and serving only to cause irritation and aggravation to the person being complained of.

### 4.0 General Obligations

4.1 A Member shall make every effort to:

- (a) respect the individual rights, values, beliefs and personality traits of any other person, recognizing that all persons are entitled to be treated equally with dignity and respect for their personal status regarding gender, sexual orientation, gender identity, gender expression, race, creed, religion, ability and spirituality;
- (b) not make statements that are or ought to be known to be false or with the intent to mislead or misinform Council or the public;
- (c) not make disparaging comments about any other person (including a Member) or unfounded accusations about the motives of any person (including a Member); and
- (d) conduct themselves with integrity, courtesy and respectability at all meetings of the Council or any committee and in accordance with the Municipality’s Procedure By-law or other applicable procedural rules and policies.

### 5.0 The Role of Staff – Respectful Conduct Towards Staff

- 5.1 An individual Member neither directs nor oversees the functions of the staff of the Municipality. Council as a whole approves the budget, policies and governance of the Municipality through its by-laws and resolutions.
- 5.2 Staff serve Council and work for the Municipality as a body corporate under the direction of the CAO. Members shall acknowledge, respect and have regard for the administration, managerial and organizational structure of the Municipality when requesting information, advice or services from staff.
- 5.3 A Member shall comply with the Municipality’s Council and Staff Relations Policy.



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

- 5.4 A Member shall not publicly criticize Staff and any issue with respect to any Staff member shall be referred to the CAO who will direct the matter to the particular Staff member's appropriate superior (if not the CAO).
- 5.5 A Member shall respect the role of Staff in the administration of the business and governmental affairs of the Municipality, and acknowledge and appreciate that staff:
- (a) provide advice and make policy recommendations in accordance with their professional ethics, expertise and obligations and that a Member must not falsely or maliciously injure the reputation of Staff members whether professional or ethical or otherwise;
  - (b) work within the administration of justice and that a Member must not make requests, statements or take actions which may be construed as an attempt to influence the independent administration of justice and, therefore, a Member shall not attempt to intimidate, threaten, or influence any Staff member from carrying out that person's duties, including any duty to disclose improper activity; and
  - (c) carry out their municipal duties based on political neutrality and without undue influence from any individual Member and, therefore, a Member must not invite or pressure any member of Staff to engage in partisan political activities or be subjected to discrimination or reprisal for refusing to engage in such activities.

## 6.0 Municipal Property

- 6.1 Council is the custodian of the assets of the Municipality. The community places its trust in Council and those it appoints to make decisions for the public good in relation to these assets.
- 6.2 By virtue of their office or appointment, a Member must not use or permit the use of the Municipality's property, including but not limited to land, facilities, equipment, supplies, services, staff or other resources for activities other than the business of the Municipality, unless they are entitled to such use equally with any other resident and have paid fair market value for such use. No Member shall seek financial gain for themselves, family or friends from the use or sale of the



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

Municipality's intellectual property, computer programs, technological innovations, or other patent, trademarks, official marks or copyright held by the Municipality.

- 6.3 A Member shall not use any Municipality property for activities not associated with their duties of office unless prior approval has been granted by Council.

#### 7.0 Gifts, Benefits and Hospitality

- 7.1 Any gift to a Member risks the appearance of improper influence. Gifts may improperly induce influence or create an incentive for a Member to make decisions on the basis of relationships rather than in the best interests of the Municipality. A Member shall not accept any gift connected directly or indirectly with the performance of his or her duties except as provided in Section 7.3.
- 7.2 A gift provided to a Member's family that is connected directly or indirectly to the performance of the Member's duties shall be deemed to be a gift to that Member. Any doubt concerning the propriety of the gift should be resolved by the Member not accepting or keeping it.
- 7.3 For greater clarity, despite Sections 7.1 and 7.2, a Member is entitled to accept any compensation, remuneration or benefit authorized by law but shall not accept any gift other than in the following circumstances:
- (a) a gift that normally accompanies the responsibilities of office and is received as an incident of protocol or social obligation as set out in 7.3(g);
  - (b) a political contribution otherwise reported by law, in the case of a Member running for office;
  - (c) services provided without compensation by persons volunteering their time for a charitable or non-profit event or for the Member's re-election campaign;
  - (d) nominal tokens, mementos or souvenirs received as an incident of protocol or social obligation that normally accompanies the responsibilities of elected office or at a function honouring the Member;



**Policy CLK01-2023**  
**Code of Conduct for Members of Council & Local Boards**

- (e) food, lodging, transportation and entertainment provided by provincial, regional and local governments or any agencies or subdivisions of them or by the federal government or by a foreign government within a foreign country, or by a conference, seminar or event organizer where the Member is either speaking or attending in an official capacity as a representative of the Municipality;
- (f) entrance fees or food and beverages consumed at banquets, receptions or similar events, if:
  - (i) attendance serves a legitimate municipal business purpose related to the business of the Municipality,
  - (ii) the person extending the invitation or a representative of the organization is in attendance,
  - (iii) the invitations are infrequent, and
  - (iv) the value is not greater than \$500.00 from a single source over a calendar year;
- (g) a gift (other than gifts as set out in Section 7.3(f)) not having a value greater than \$250.00 from a single source over a calendar year; and
- (h) a gift received as a door prize, raffle or similar draw at an event, conference or seminar attended by the Member.

7.4 A Member who has received and accepted a gift pursuant to Section 7.3(a), (f), (g) and (h) shall file a disclosure of the gift indicating the person, body or entity from which it was received together with the estimated value of the gift in accordance with the Disclosure Statement set out in Appendix "A". A Member shall submit the Disclosure Statement to the Clerk on an annual basis no later than March 31 for the preceding calendar year and it shall be a matter of public record.

7.5 A Member shall not seek or obtain by reason of his or her office any personal privilege or advantage with respect to municipal services not otherwise available to the general public and not connected directly or indirectly to the performance of the Member's duties.



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

#### 8.0 Confidential Information

- 8.1 Members receive confidential information from a number of sources as part of their work as elected officials. This includes information received in confidence by the Municipality that falls under the privacy provisions of the *Municipal Freedom of Information and Protection of Privacy Act* and other applicable privacy laws, and information received during closed meetings of Council or committees of local boards. Examples of types of information that a Member must keep confidential, unless expressly authorized by Council, or as required by law, or the information is in the public realm, include, but are not limited to:
- (a) matters related to ongoing litigation or negotiation, or that are the subject of solicitor-client privilege;
  - (b) information provided in confidence, for example, the identity of a complainant where a complaint is made in confidence, personal information of an individual derived from municipal records or other information that a Member receives in confidence by virtue of their office as an elected representative;
  - (c) price schedules in contract tender or request for proposal submissions if so specified;
  - (d) personal matters about an identifiable individual;
  - (e) "personal information" as defined in the *Municipal Freedom of Information and Protection of Privacy Act*;
  - (f) any census or assessment data that is deemed confidential; and
  - (g) the purchase or sale of personal or real property by the Municipality.
- 8.2 A Member shall not disclose the content of any confidential information, or the substance of deliberations, from a closed meeting. A Member has a duty to hold any information received at closed meetings in strict confidence for as long and as broadly as the confidence applies. A Member shall not, either directly or indirectly, release, make public or in any way divulge any such information or any confidential aspect of the closed deliberations to anyone, unless authorized by Council or as required by law.
- 8.3 A Member shall not disclose, use or release confidential information in contravention of applicable privacy laws. Members are only entitled to information in the possession of the Municipality that is relevant to matters



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### Code of Conduct for Members of Council & Local Boards

before the Council, or a committee. Otherwise, Members enjoy the same access rights to information as any other member of the community or resident of the Municipality and must follow the same processes as any private person to obtain such information.

- 8.4 A Member shall not misuse confidential information in any way or manner such that it may cause detriment to the Municipality, Council or any other person, or for financial or other gain for themselves or others.
- 8.5 A Member shall respect the right to confidentiality and privacy of all clients, volunteers and staff, and should be aware of their responsibilities under applicable legislation, municipal policies, procedures and rules, ethical standards and, where appropriate, professional standards.
- 8.6 A Member shall not disclose any confidential information received by virtue of his or her office, even if the Member ceases to be a Member.

#### **9.0 Discrimination and Harassment**

- 9.1 A Member shall treat all members of the public, one another and staff with respect and without abuse, bullying or intimidation and ensure that their work environment is free from discrimination and harassment.
- 9.2 A Member shall not use indecent, abusive, demeaning or insulting words, phrases or expressions toward any member of the public, another Member or staff.
- 9.3 A Member shall not make comments or conduct themselves in any manner that is discriminatory to any individual based on the individual's race, colour, ancestry, citizenship, ethnic origin, place of origin, creed or religion, gender, gender identity, gender expression, sexual orientation, marital status, family status, disability, age or record of offences for which a pardon has not been granted.
- 9.4 A Member shall comply with the Municipality's Respect in the Workplace Policy.

#### **10.0 Improper Use of Influence**

- 10.1 A Member shall not use the influence of their office or appointment for any purpose other than the exercise of his or her official duties in the public interest.



## Policy CLK01-2023 Code of Conduct for Members of Council & Local Boards

10.2 A Member shall not use the status of their position to influence the decision of another person to the private advantage or non-pecuniary interest of themselves or their family, or for the purpose of creating a disadvantage to another person or for providing an advantage to themselves.

### 11.0 Conflicts of Interest

11.1 A Member shall recognize that they must comply with the requirements of the *Municipal Conflict of Interest Act* with respect to obligations relating to pecuniary interests. A contravention of the *Municipal Conflict of Interest Act* by a Member shall not constitute a breach of the Code of Conduct but may be enforced in accordance with the provisions of the statute and section 223.4.1 of the *Municipal Act, 2001*.

11.2 A Member shall also avoid any conflict of interest that is a non-pecuniary interest in order to maintain public confidence in the Municipality and its local boards. If a Member has a non-pecuniary interest, the Member should declare the non-pecuniary interest and then leave the meeting at which the matter is being considered. Under no circumstance shall the Member participate in any discussion or vote on the matter or attempt to influence the voting on the matter in any way, before during or after the meeting.

### 12.0 Council Policies and Procedures

12.1 A Member shall observe and strictly adhere to any policies, procedures and rules enacted and/or established from time to time by Council.

### 13.0 Election Activity

13.1 A Member is required to conduct themselves in accordance with the *Municipal Elections Act, 1996* and any of the Municipality's policies pertaining to elections. The use of the Municipality's resources, both property and staff time, for any election-related activity is strictly prohibited. Election-related activity applies to the Member's campaign and any other election campaigns for municipal, provincial or federal office.



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### Code of Conduct for Members of Council & Local Boards

#### 14.0 Communications and Media Relations

- 14.1 In order to foster respect for the decision-making process of Council, Members shall fairly and accurately communicate the decisions of Council and respect Council's decision-making process even if they disagree with Council's ultimate determinations and rulings. Members may publicly express the reason for voting differently than the majority but shall always do so in a respectful manner that supports the decisions of Council.
- 14.2 Members shall not indicate, implicitly or explicitly, in any communications with the media that they speak on behalf of Council, unless they have been expressly authorized to do so by Council.
- 14.3 Members shall refrain from making comments of a disparaging nature about Members, staff or persons that relate to the business of the Municipality.

#### 15.0 Social Media

- 15.1 Members using social media shall:
- (a) ensure that all posts are accurate before uploading content to the internet;
  - (b) obtain permission before posting any third-party content;
  - (c) follow the same principles and guidelines as for other forms of communication by employing sound judgment and common sense, by acting with respect, dignity, courtesy and empathy; and
  - (d) ensure that it is noted that communications that are Member and constituent-related do not necessarily reflect the existing or future opinions, views or decisions of the Council.

#### 16.0 Respect for the Code of Conduct

- 16.1 A Member shall respect the process for complaints made under the Code of Conduct, applications under the *Municipal Conflict of Interest Act* or through any process for complaints adopted by the Municipality.





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**Code of Conduct for Members of Council & Local Boards**

- 16.2 A Member shall not act in reprisal or threaten reprisal against any person, including another Member, who makes a complaint or provides information to the Integrity Commissioner during an investigation.
- 16.2 A Member shall interact courteously and respectfully with the Integrity Commissioner and with any person acting under the direction of the Integrity Commissioner. A Member shall not act in reprisal or threaten reprisal against the Integrity Commissioner or any person acting under the instructions of the Integrity Commissioner. The Integrity Commissioner is authorized to report any incidents of threats or reprisals to Council or the local board by a Member and may recommend penalties or remedial or corrections measures or actions against such Member. The Integrity Commissioner is also authorized to report to Council or the local board any attempt by a Member to use their office to influence any decision or recommendation of the Integrity Commissioner.
- 16.3 A Member shall cooperate with requests for information during any investigations or inquiries under the Code of Conduct and shall not:
- (a) interfere with or obstruct an investigation by the Integrity Commissioner;
  - (b) destroy or damage documents or erase any digital or electronic communications or records;
  - (c) refuse to respond to the Integrity Commissioner where a complaint has been filed under the Code of Conduct or any process for complaints adopted by the Municipality; or
  - (d) attempt to influence any other Member or staff with respect to the subject matter of the investigation or inquiry except as may be permitted pursuant to subsections 5(2.1) and 5.2(2) of the *Municipal Act Conflict of Interest Act*.
- 16.4 Staff shall remain neutral and impartial, and not seek to interfere with or attempt to subvert or obstruct the Integrity Commissioner in any way in carrying out its responsibilities and functions. Staff shall comply with any requests from the Integrity Commissioner for any assistance or information.



## Policy CLK01-2023

### Code of Conduct for Members of Council & Local Boards

#### 17.0 Penalties for Non-Compliance with the Code of Conduct

17.1 Where Council receives a report from the Integrity Commissioner that there has been a violation of the Code of Conduct by a Member, Council may impose the following penalties on the Member:

- (a) a reprimand; and/or
- (b) a suspension of the remuneration paid to the Member in respect of his or her services as a Member for a period up to ninety (90) days.

17.2 In the case of a local board, if the Council has not imposed either of the penalties set out in Section 17.1 on its Member, the Integrity Commissioner may report to the local board that, in his or her opinion, the Member has contravened the Code of Conduct in which case the local board may impose the penalties set out in Section 17.1.

#### 18.0 Remedial Measures or Corrective Actions

18.1 Council may, on the basis of a recommendation from the Integrity Commissioner, also take any or all of the following corrective actions or remedial measures, and require that the Member:

- (a) provide a written or verbal apology;
- (b) return property or make reimbursement of its value or of money spent;
- (c) be removed from or not be appointed to the membership on a committee of Council;
- (d) be removed from or not be appointed as chair of a committee of Council; and
- (e) comply with any other remedial measure or corrective action deemed appropriate by the Integrity Commissioner.

18.2 In the case of a local board, if the Council has not imposed either of the penalties set out in Section 17.1 on a Member or any remedial or corrective actions under



## Policy CLK01-2023 Code of Conduct for Members of Council & Local Boards

Section 18.1, the local board may impose such remedial or corrective actions as are set out in Section 18.1(a)-(e).

### 19.0 Legal Fees

19.1 A Member of Council is entitled to seek the advice of the Integrity Commissioner with respect to their own obligations under the Code of Conduct, any ethical procedure, policy or rule, and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*. As such, a Member is solely responsible for their own legal costs if they retain a lawyer or paralegal to provide legal counsel, advice or representation on any matter related to the Code of Conduct, any ethical procedure, policy or rule, and sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*, including, but not limited to, an investigation and the imposition of penalties or remedial or corrective actions recommended by the Integrity Commissioner or as imposed by Council, a complaint to the Ontario Ombudsman or a judicial review application to the courts from a decision of Council based on a report and recommendations from the Integrity Commissioner, or any other related proceeding.

### 20.0 Complaint Protocol

20.1 The Complaint Protocol is Appendix “B” to the Code of Conduct and applies to complaints under the Code of Conduct and applications under the *Municipal Conflict of Interest Act*.

### 21.0 Short Title

21.1 This Code of Conduct for Members of Council and Local Boards shall be referred to by its short title “Council Code of Conduct”.



**Policy CLK01-2023  
Code of Conduct for Members of Council & Local Boards**

**APPENDIX "A"**

**DISCLOSURE STATEMENT FOR GIFTS OR BENEFITS**

Member's Name: \_\_\_\_\_

Gift Received: \_\_\_\_\_

Received From: \_\_\_\_\_

Date of Receipt: \_\_\_\_\_ Value or Estimate of Gift: \_\_\_\_\_

Please describe the circumstances under which the Gift was received:

\_\_\_\_\_  
\_\_\_\_\_

Please describe your intentions with respect to the Gift:

\_\_\_\_\_  
\_\_\_\_\_

Do you anticipate transferring the Gift described above to the Municipality or the local board?

Yes, immediately \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

Member's Signature

\_\_\_\_\_

Date

THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE

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**BY-LAW NO. 18-2023**

BEING A BY-LAW TO ADOPT A COUNCIL STAFF RELATIONS POLICY

WHEREAS Section 5(1) of the *Municipal Act 2001, S.O. 2001, c.25, as amended*, provides that the power of a municipal corporation are to be exercise by its council; and

WHEREAS Section 5(3) of the *Municipal Act 2001, S.O. 2001, c.25, as amended*, states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law, unless the municipality is specifically authorized to do otherwise;

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

1. THAT Council of the Corporation of the Municipality of Arran-Elderslie adopt the Council and Staff Relations Policy attached hereto as "Schedule A" of this by-law.
2. THAT Schedule "A" forms part of this By-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.
4. That By-law 20-2019 be repealed.

\*\*\*\*\*

READ a FIRST and SECOND time this 13<sup>th</sup> day of March, 2023.

READ a THIRD time and finally passed this 13<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Steve Hammell, Mayor

\_\_\_\_\_  
Christine Fraser-McDonald, Clerk



## Policy CLK02-2023 Council and Staff Relations Policy

<b>Policy Name:</b>	Council and Staff Relations Policy		<b>Policy No:</b> CLK02-2023
<b>Department:</b>	Clerks		
<b>Effective Date:</b>	March 13, 2023		
<b>Date Revised:</b>			
<b>Authority:</b>	By-Law No. 18-2023	<b>Repealed Authority:</b>	By-law 20-2019

### 1.0 Application and Purpose

- 1.1 This Council and Staff Relations Policy applies to all Members of the Council of the Municipality of Arran-Elderslie, including the Mayor, and all members of Staff of the Municipality of Arran-Elderslie.
- 1.2 The purpose of this Policy is set out a general standard to ensure that Council and Staff share a common understanding of their respective roles and responsibilities as well as a common basis of their relationship, and to set out acceptable standards to govern their relationship and to which all Members and Staff are expected to adhere to and comply with.
- 1.3 The purpose of this Policy is to establish a policy to govern the relationship between Members of Council and Staff of the Municipality in accordance with paragraph 2.1 of subsection 270(1) of the *Municipal Act, 2001*.

### 2.0 Statement of Principles

- 2.1 This Policy is intended to set a high standard for relations between Council and Staff in order to provide good governance and instill a high level of public confidence in the administration of the Municipality by its Members as duly elected public representatives and its Staff as public administrators.
- 2.2 The following key statements of principle are intended to guide Council and Staff and to assist with the interpretation of the Policy:
  - Council and Staff shall recognize that positive internal relations are central to the collective ability of Members and Staff to provide good governance and instill a high level of public confidence in the administration of the Municipality;

- Members and Staff shall relate to one another in a respectful, professional and courteous manner;
- Members and Staff shall understand and respect each other's respective roles and responsibilities; and
- Members and Staff shall work together in furtherance of the common goal of serving the public good.

The above statements are key principles that are intended to facilitate an understanding, application and interpretation of the Policy – these principles are not operative provisions of the Policy and are not intended to be enforced as such.

### **3.0 Definitions**

3.1 The following terms shall have the following meanings in this Policy:

- (a) "CAO" means the Chief Administrative Officer of the Municipality;
- (b) "Clerk" means the Clerk of the Municipality;
- (c) "Council" means the council for the Municipality;
- (d) "Member" means a Member of Council;
- (e) "Municipality" means The Corporation of the Municipality of Arran-Elderslie;
- (f) "Policy" means this Council and Staff Relations Policy; and
- (g) "Staff" means the CAO and all officers, directors, managers, supervisors and all non-union and union employees, whether full-time, part-time, contract, seasonal, students or volunteer employees, as well as agents and consultants acting in furtherance of the Municipality's business and interests.

### **4.0 General Obligations**

4.1 In all respects, Members and Staff shall:

- (a) relate to one another in a courteous, respectful and professional manner;

- (b) maintain formal working relationships in order to promote equality and discourage favouritism, which includes but is not limited to using proper titles and avoiding first names during public meetings or formal business dealings;
- (c) understand their respective roles and responsibilities, and appreciate and respect the roles and responsibilities of the other;
- (d) work together to produce the best results and outcomes for the Municipality and always for the collective public interest of the Municipality; and
- (e) act in a manner that enhances public confidence in local government.

## **5.0 Roles and Responsibilities of Members**

### 5.1 Members acknowledge and agree that:

- (a) Council as a whole is the governing body of the Municipality and that it comprises a collective decision-making body and that individual Members only have a single vote;
- (b) they are representatives of the entire Municipality;
- (c) Staff serve the whole of Council rather than any individual Member or Members;
- (d) they govern, provide political direction and make decisions as Council;
- (e) they will respect the administrative and managerial chain of command by:
  - (i) presenting to Council for approval, any item for direction to Staff,
  - (ii) directing any questions or concerns in relation to the administration or management of the Municipality to the CAO for their consideration,
  - (iii) giving direction to Staff only as Council and through the CAO, and
  - (iv) refraining from becoming involved in the management of Staff;
- (f) they shall use Staff time effectively, which includes but is not limited to only referring essential matters to Staff for reports;
- (g) they ensure any requests for information to Staff that were not received at a meeting of Council are made in writing and circulated in writing to all Members;



- (h) they understand that Staff will undertake significant projects only if they have been directed to do so by Council through the CAO;
- (i) they shall notify Staff, whenever possible, if an action or position of Staff is to be questioned or criticized at a public meeting to ensure Staff has sufficient time to formulate an intelligent, informed and helpful response for the consideration of Council and that any such questioning or criticism shall be undertaken with courtesy, respect and professionalism, and in no event shall there be any attempt to humiliate, berate, disparage or denigrate Staff and that they shall refrain from publicly criticizing members of Staff in relation to their intelligence, integrity, competence or otherwise;
- (j) they shall request advice from the Clerk about the appropriate wording of motions, amendments, and formal directions of Staff that will be placed before Council to consider and discuss;
- (k) they shall request information regarding meeting agendas or minutes from the Clerk;
- (l) as individual Members, they have no greater access to records or information held by the Municipality than any member of the public and that they cannot access records or information otherwise protected from disclosure by the *Municipal Freedom of Information and Protection of Privacy Act* or in accordance with the process set out in that statute (other than records or information provided to them expressly in confidence by virtue of their status as Members);
- (m) they shall recognize Staff are not expected to provide information or take action in matters outside of regular administrative business hours, except in extenuating circumstances;
- (n) certain members of Staff are statutory officers and have specific statutory authorities, duties, powers and responsibilities that cannot be interfered with or derogated from;
- (o) they shall at all times comply with the Municipality's Code of Conduct for Members of Council; and
- (p) they shall at all times comply with any policies relating to Council that the Council may implement from time to time.

## 6.0 Roles and Responsibilities of Staff

### 6.1 Staff acknowledge and agree that:

- (a) Council is the collective decision-making and governing body of the Municipality and is ultimately responsible to the electorate for the good governance of the Municipality;
- (b) they shall implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions and any duties specifically assigned to them by Council;
- (c) they shall assist Council in their decision-making process with respect to its decision, policies and programs by providing Council with information based on professional expertise, research and good judgment in a professional and timely manner;
- (d) they shall serve the whole of Council rather than any individual Member;
- (e) all Members are equal and shall be treated as such and always with courtesy, respect and professionalism;
- (f) they shall respond to inquiries from Council and provide appropriate and timely follow-up to such inquiries as necessary;
- (g) they shall ensure any responses to requests for information by a Member that were not received at a meeting of Council are circulated to all Members;
- (h) they shall refrain from becoming involved in the policy and decision-making process of Council, outside of ensuring that Council is provided with the information necessary in order to make their decisions and that Council is aware of any issues that may impact such decisions;
- (i) they shall diligently and impartially implement Council's decisions;
- (j) they shall notify management or the CAO, as appropriate, of any issues that may impact the Municipality and of ongoing activities in each department;
- (k) they shall not speak publicly on any matter respecting any Council decisions or policies without authorization to do so, and without limiting the generality of the foregoing, shall not publicly criticize any decision or action of Council;

- (l) they shall refrain from publicly criticizing any Member in relation to their intelligence, integrity, competence or otherwise; and
- (m) they shall at all times comply with any policies relating to Staff that the Council may implement from time to time.

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

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**BY-LAW NO. 19-2023**

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

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

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

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

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

1. That the Corporation of the Municipality of Arran-Elderslie hereby enter into an agreement with James Special Services Inc for the provision of Canine Control Services, effective April 2, 2023 to September 30, 2023 on an "ad-hoc" basis.
2. That Schedule "A", the Agreement ("Agreement"), forms part of this by-law.
3. That this By-law shall come into force and take effect upon receiving the final passing thereof.

\*\*\*\*\*

READ a FIRST and SECOND time this 13th day of March, 2023.

READ a THIRD time and finally passed this 13th day of March, 2023.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

## Contract Agreement

Between

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

And

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

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

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

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

Now therefore the parties hereto covenant and agree as follows:

### 1. Definitions

- 1.1 "Certificate of Offence" means a document issued to a person found to be in violation of a Municipality by-law and shall be used interchangeably with the words 'notice' and 'ticket'.
- 1.2 "Contract" means this agreement and includes any bonds or security, specifications, general conditions and any other documents referred to in this agreement or attached thereto.
- 1.3 "Contractor" or a pronoun in place thereof, means the person or persons who have undertaken to perform and carry out the provision of services as described herein.
- 1.4 "Price" means the total cost to the Municipality for the provision of the services described in this agreement. The price excludes HST or any taxes as deemed appropriate and enforceable by the Provincial, Federal or Municipal governments. The words "charge" and "price" may be used interchangeably with the terms "rate" and "fee".
- 1.5 "Municipality" means the Corporation of the Municipality of Arran-Elderslie and is interchangeable with the term 'Municipality'.
- 1.6 "Work" shall mean the provision of services under this contract and may be referred to as 'services' and 'operations'.

### 2. Definition of Contract

- 2.1 The work required of the Contractor under this contract is comprised of the provision of Animal Control enforcement services in the Municipality of Arran-Elderslie.
- 2.2 Other services which complement the provision of Animal Control enforcement services as required herein shall be further clarified as contained herein.
- 2.3 All such work shall be performed by the Contractor in accordance with the specifications and the conditions of the contract agreement.
- 2.4 The Contractor will be required to provide, at its own expense, except as otherwise indicated herein, all labour, vehicles, tools, equipment, articles, and things necessary for the due execution of the work set out or referred to herein.

### **3. Insurance**

- 3.1 The Contractor shall obtain and maintain insurance coverage as outlined herein and provided by an insurance company or companies licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided to the Municipality in the form of a Certificate of Insurance signed by an authorized signatory prior to the execution of this agreement.
- 3.2 The Contractor shall have a Commercial General Liability insurance policy of not less than no \$5,000,000 (five million dollars) per occurrence. The policy must insure against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. The policy shall include:
  - 3.3 The Municipality of Arran-Elderslie as additional insured;
  - 3.4 Cross Liability/Severability of Interests clause; and
  - 3.5 Non-Owned Automobile Liability (SPF 6).
- 3.6 The Contractor must give the Municipality a minimum thirty (30) day's written notice of cancellation or non-renewal
- 3.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Municipality, and it is hereby agreed that no contract will be considered to be executed of in full force and effect until insurance requirements are met by the Contractor
- 3.8 The insurance coverage noted above shall be maintained in force throughout the term of the contract agreement. Failure to maintain the required insurance and provide proof of same to the Municipality will render this contract null and void.

### **4. Equipment and Supplies**

- 4.1 The Contractor shall furnish and maintain all such equipment and supplies as are considered necessary for conducting the work in an acceptable manner.
- 4.2 All equipment and supplies used by the Contractor for the execution of any part of the work shall be maintained in a satisfactory, safe and efficient working condition.
- 4.3 Equipment used by the Contractor shall be such that no injury to any person or property will result from its use or misuse.

### **5. Bribery or Corrupt Practice**

- 5.1 Should the Contractor or any of its employees or agents give, or offer any gratuity to, or attempt to bribe any member of the Municipality Council, officers or servants of the Municipality, the Municipality shall:
- 5.2 Be at liberty to cancel the contract forthwith; or

5.3 Take the whole or any part of the contract out of the hands of the Contractor.

## 6. Assignment and Subletting

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

## 7. Notice

- 7.1 Any notice or communication shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent to the business address herein.

For the Contractor:

James Special Services Inc.  
132 Drive in Crescent  
Owen Sound ON N4K 5N7  
Attn: Andrew James

For the Municipality:

Municipality of Arran-Elderslie  
1925 Bruce Road 10, Box 70  
Chesley ON, N0G 1L0  
Attention: Christine Fraser-McDonald, Clerk

- 7.2 The parties hereto will provide to the other, any change in contact information within ten (10) days of said change being effective.
- 7.3 Any notice shall be considered to have been legally served after being given one party to the other when hand delivered or in the case of notice by postal service, three (3) days after being post marked for mailing.
- 7.4 In any written or printed notice to the Contractor in respect of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Municipality to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise defect or fault, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing the matter, and a description of the default in general terms and sufficiently clear, in the opinion of the Municipality to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

## 8. Employees and Labour Force

- 8.1 The Contractor agrees that the Municipality is not to be deemed the employer of the Contractor nor its personnel, employees, sub-contractors or officers under any circumstances whatsoever.
- 8.2 Should any overseer, supervisor, officer, employee or sub-contractor employed in connection with this contract give any just cause for complaint, the Municipality shall notify the Contractor, in writing,

stating the reasons therefore and the Contractor shall take such actions as are deemed necessary to remedy the complaint. The Municipality reserves the right to request that the Contractor dismiss such persons from the works associated with this contract forthwith and he/she shall not again be employed by the Contractor on any Municipality project without the written consent of the Municipality.

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

## 9. Smoking and Vaping

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

## 10. Accessibility Regulations for Contracted Services

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

## 11. Working Safely



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

## **12. Liability**

- 12.1 The Contractor, his agents and all persons employed by him, or under his control including sub-contractors, shall use due care to ensure that no person or property suffers injury or loss (including death) and no rights are infringed, as a result of or by reason of the provision of the services.
- 12.2 Under this agreement the Contractor shall be solely responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights.
- 12.3 The Contractor shall assume the defense of, indemnify and save the Municipality, its agents, officers and employees harmless from any and all claims, demand, loss, damages, actions, lawsuits or other proceedings (and any costs, expenses thereby incurred by the Municipality) by whomsoever made or brought in any manner based upon, occasioned by, or attributed to any such loss, injury or infringement.

## **13. Municipality Funds and Monies Due**

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

## **14. Forfeiture of Contract**

- 14.1 If the Contractor neglects or compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Municipality or if at any time the work or any part thereof without the consent of the Municipality or if at any time the work or any part thereof is, in the judgement of the Municipality, not executed or not being executed in a sound or workmanlike manner and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing in

such manner as to ensure entire satisfaction, or to comply with any reasonable order the Contractor may receive from the Municipality, or if the Contractor shall persist in any course in violation of any of the provisions of the contract, after twenty-four (24) hours written notice from the Municipality to the Contractor, the Municipality shall have the full right and power, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice.

14.2 The Contractor upon receiving notice to that effect shall immediately cease said operations, or the part or parts thereof specified in the said notice, peaceably and the Municipality may assign the same to any other contractor, person or persons with or without previously being advertised.

14.3 The Municipality may consider any action necessary or advisable in order to secure the completion of the said contract to its satisfaction.

14.4 The Contractor and his surety shall be liable for all damages, expenditures, including additional costs of the services which may be incurred by reason thereof.

14.5 All of the powers of the Municipality with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

## **15. Permits, Licenses and Qualifications**

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

## **16. Compliance with Laws**

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

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

## **17. Specifications**

17.1 The Contractor agrees to provide uniformed Animal Control Enforcement Officers

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

17.2.1 For greater certainty, the Contractor will enforce:

- The provisions of all Animal Control by-laws requiring the issuance of tickets or certificates;
- The Contractor, when performing Animal Control Services, agrees to complete all requisite documents and paperwork required by the Municipality and Animal Control facility.

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

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

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

- 17.4 The Municipality permits the Contractor to enforce the provisions of the Municipality's by-laws to the fullest extent of the by-law provisions.
- 17.5 The parties hereby agree that each party will to the best of their ability and as appropriate, inform the other verbally or in writing with regard to any complaints, compliments and comments, as filed or reported.
- 17.6 The Contractor, in consideration of the health and safety of its officers, employees and sub-contractors, will issue and use any/all necessary Personal Protective Equipment (PPE), in order to carry out their duties. The Municipality will not be responsible for the use or misuse of any PPE.
- 17.7 The Municipality will in its sole discretion, defend any infraction notices, orders and certificates of offence which are challenged. This includes the supply of solicitors, paralegals, etc. to attend court. The Municipality reserves the right to cancel, withdraw, settle or otherwise dispose of any infraction notice, order and certificate of offence, whether or not it is challenged.
- 17.7.1 The Contractor agrees to provide Municipal Law Enforcement Officers to attend court and provide necessary statements and evidence related to the notices, offences and orders, as required.
- 17.7.2 The Contractor agrees to make, and furnish to the Municipality, such notes, documentation and photos as required for any investigations undertaken in the performance of services under this agreement. It is hereby agreed by the parties hereto that no infraction notice, order or certificate of offence will be given to the Municipality without the requisite officer notice and photos pertaining to the said infraction notice, order or certificate of offence.
- 17.8 The Contractor and Municipality agree to establish such administrative processes as will provide each party with the required information as it relates to the issuance of infractions, correspondence, warnings, orders, certificates of offence, the scheduling of court hearings, etc.
- 17.9 Municipality staff will provide secretarial services as needed, available and as it relates to the requirement to send notices, correspondence, orders, etc. in accordance with Municipality by-laws.
- 17.10 The Municipality will provide infraction notices, certificates of offence, templates, notebooks, a dog transport cage and ticket book holders for use by the Contractor in the performance of their duties. It is agreed that all items provided will continue to be the property of the Municipality and must be returned to the Municipality upon request and upon termination or cancellation of this agreement.
- 17.11 The Contractor will be permitted to affix the Municipality logo to vehicles provided by the Contractor for the provision of services under this agreement as long as the Contractor's logo is also prominently displayed on said vehicles. Alternatively, the Contractor may identify the vehicles with the title "Municipal Law Enforcement".
- 17.12 The Municipality will provide a non-dedicated workspace which may be used by the Contractor from time to time. The Municipality will not be required to provide the Contractor with a key to the building where the workspace is located nor will any telephone or computer be provided. Access to Municipality files will be provided only as required and under the supervision of Municipality staff.
- 17.13 The Contractor will provide dispatch or a message reception services which are capable of accepting messages from individuals regarding by-law infractions.
- 17.14 If required, the Municipality will provide an email address which may be used by the Contractor in the performance of services under this contract.
- 17.15 The Contractor will provide 24 hours per week of by-law enforcement services.
- 17.16 The Municipality reserves the right to request additional hours from the Contractor in order to ensure that deadlines and requirements are met.

- 17.17 The Contractor will not incur hours in excess of 24 hours per week, as required herein, without the express permission of the Municipality. The Municipality will not be responsible for payment for any hours in excess of 24 hours per week, as required herein which are not previously approved by the Municipality.
- 17.18 The parties hereto agree to deliver to the court without delay, after processing and aging by the Municipality as required, all infraction notices and certificates of offence issued and other documentation as required.
- 17.19 The Contractor will provide such training to its employees, officers and sub-contractors as is required to ensure that offences and infraction notices issued and actions taken are accurate, complete and will be defensible if challenged in court.
- 17.20 The Municipality will provide assistance regarding best practices for writing infraction notices, orders, warnings, certificates of offence, interpretation of by-laws, etc.
- 17.21 The Municipality will provide training for the Contractor as required with regard to enforcement areas and expectations of the Municipality in the performance of by-law enforcement services.

## **18. Confidentiality**

- 18.1 Confidential information refers to any data or information relating to the business of the Municipality which would reasonably be considered to be proprietary to the Municipality including, but not limited to, accounting records, business processes, payment and law enforcement records.
- 18.2 Confidential information shall be as defined in the Municipal Freedom of Information and Protection of Privacy Act.
- 18.3 The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Municipality or as required by law.
- 18.4 The obligation to maintain confidentiality will apply during the term of this contract agreement and will survive indefinitely upon termination of this contract agreement.
- 18.5 All written and oral information and material disclosed or provided by the Municipality to the Contractor under this contract agreement which is considered to be confidential information will continue to be considered as such regardless of whether it was provided before or after the date of execution of this contract agreement or how it was provided to the Contractor.
- 18.6 The parties hereto agree that by executing this contract agreement, the parties, their heirs, successors, assigns, employees and officers are bound to maintain confidentiality as if each individual had executed the agreement.

## **19. Ownership of Intellectual Property**

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

19.4 The Contractor will be solely responsible for any and all damages resulting from the unauthorized use of the intellectual property.

## **20. Return of Property**

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

## **21. Payment**

21.1 Except as otherwise provided in this contract agreement, all monetary amounts referred to in this agreement are in Canadian dollars.

21.2 The Contractor will be permitted to charge a penalty of 2.50%, compounded monthly on any outstanding amount.

21.3 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$45.00 (forty-five dollars) per hour plus HST on weekends and weekday evenings, specifically between 1600 and 0700 from Monday to Friday and all day on Saturdays, Sundays and days recognized as Statutory Holidays in the province of Ontario.

21.4 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$35.00 (thirty-five dollars) per hour on weekdays between the hours of 0700 and 1600.

21.5 For the provision of all services under this agreement, the Contractor shall charge the Municipality at a rate of \$.60 per kilometre. Distance is measured from Municipality of Arran-Elderslie Municipal Office (1925 Bruce County Rd 10, Chesley, ON) to all destinations required to fulfill animal control duties including, but not limited to, out of region facilities.

21.6 The Contractor will invoice the Municipality every 15 days.

21.7 Invoices submitted by the Contractor to the Municipality are due within 15 days of receipt.

21.8 The Contractor will provide all services outlined in this contract on an as needed basis and will only charge when services are required or on an ad hoc basis based on the rates as set out in Clause 21.

## **22. Term, Cancellation, Termination and Extension**

22.1 The term of this agreement will begin at 0000 on April 2, 2023 and end on September 30, 2023 at 2359.

22.1.1 Notwithstanding the term prescribed herein, the Contractor may be required to attend in court and/or at a hearing which takes place or continues beyond the end of the term to provide evidence or testimony.

22.1.2 Where such attendance is required, the Contractor shall charge the Municipality at the hourly rate as prescribed herein.

22.2 In the event that either party wishes to terminate this agreement without cause prior to the end of the term, that party will be required to provide 30 days' written notice to the other party.

22.3 A six-month extension of this contract will be considered provided that all of the provisions of the contract remain the same with the exception of the term dates or amended to hourly service as meets the financial needs and service requirements of the Municipality.

22.4 Extension or amendment of this contract may be made by written affirmation of the Municipality and said written notification will be furnished to the Contractor indicating the extension or amendment date.

22.5 Extension of this contract may be made by written affirmation of the Municipality and said written notification will be furnished to the Contractor indicating the extension date with 45 days' notice to the Contractor.

22.6 Violation of any of the terms of this agreement, in the sole discretion of the Municipality, may render this contract null and void and the contract may be immediately terminated if deemed by the Municipality to be the appropriate action.

### **23. Inclusion and Gender**

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

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

23.3 It is hereby understood that the words *contract* and *agreement* shall hold the same meaning as they relate to the provision of services.

### **24. Governing Law**

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

### **25. Severability**

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

### **26. Entire Agreement and Amendment**

26.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

### **27. Enurement**

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

### **28. Titles, Headings and Numbering**

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

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

James Special Services Inc.

Municipality of Arran-Elderslie

\_\_\_\_\_  
Andrew James, Owner

\_\_\_\_\_  
Steve Hammell, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Christine Fraser-McDonald, Clerk

\_\_\_\_\_  
Date

We have the authority to bind the corporation.

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

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

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

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

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

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

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

\_\_\_\_\_  
 Name of Contractor / Firm (print)

\_\_\_\_\_  
 Signature of Contractor

\_\_\_\_\_  
 Date



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

---

**BY-LAW NO. 22-2023**

**BEING A BY-LAW TO ESTABLISH  
FEES AND SERVICE CHARGES FOR 2023**

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

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

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

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

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

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

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

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

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

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

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

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

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

2. That this By-law repeals By-laws 03-2022 and 12-2022.
3. THAT this By-law shall come into full force and effect upon receiving the final passing thereof.

\*\*\*\*\*

READ a FIRST and SECOND time this 13th day of March, 2023.

READ a THIRD time and finally passed this 13th day of March, 2023.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

**2023  
FEES AND CHARGES**

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# Schedule A - Administration Fees

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

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

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

DESCRIPTION	FEE	HST	TOTAL
<b>Animal Control</b>			
Animal Reclaim & Administration Fee - per animal plus shelter fees	\$95.00	\$12.35	\$107.35
Animal Shelter Fees - actual costs charged to the Municipality by shelter plus animal reclaim and administration fee	Actual Costs	Applicable to Actual Costs	Actual Costs plus HST
Animal Removal & Seizure - including, but not limited to investigation, vet, transportation, holding, fee etc.	Actual Costs	Applicable to Actual Costs	Actual Costs plus HST
Burial Permit/Death Registration	15.00	Exempt	\$15.00
Certification of Any Document such as Commissioning or Swearing a previously prepared affidavit - does not include Photocopying	8.85	\$1.15	\$10.00
Faxes (sending or receiving) - First Page	\$2.21	\$0.29	\$2.50
- Each Additional Page	\$1.11	\$0.14	\$1.25
Fence View Charge - per visit - plus Municipal Mileage Rate	\$85.00 plus mileage	Exempt	\$85.00 plus mileage
Freedom of Information Request	\$5.00	Exempt	\$5.00
Information Search Fee - Per Hour	\$35.00	Exempt	\$35.00
Information Search Fee for Records 6 years and older	\$100.00	Exempt	\$100.00
NSF Cheque Fee	\$40.00	Exempt	\$40.00
Parking Ticket Administration Fee	\$30.97	\$4.03	\$35.00
Photocopies (each) - Minimum Charge \$1.00	\$0.49	\$0.06	\$0.55
Septic Compliance Letter	\$87.00	Exempt	\$87.00
Septic Reinspection Fee	\$220.00	Exempt	\$220.00
Tax Certificate	\$50.00	Exempt	\$50.00
- Within 48 Hours	\$75.00	Exempt	\$75.00

## Schedule A - Administration Fees

DESCRIPTION	FEE	HST	TOTAL
Tax Confirmation (Account History) - Information on site - Per Year Researched	\$5.00	Exempt	\$5.00
Information archived - Per Year Researched Minimum charge \$20.00	\$5.00	Exempt	\$5.00
File Retrieval Fee for Records Over 6 Years Old	\$100.00	Exempt	\$100.00
Tile Loan Inspection Fee	\$90.00	Exempt	\$90.00
Zoning Compliance Confirmation			
- Residential	\$87.00	Exempt	\$87.00
- Commercial/Industrial/Institutional	\$150.00	Exempt	\$150.00
- Farm (With Nutrient Management)	\$220.00	Exempt	\$220.00
If Required in Less Than 48 Hours, Additional	\$170.00	Exempt	\$170.00

## Schedule B - Licensing Fees

DESCRIPTION	FEE	HST	TOTAL
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### Dog and Kennel Licensing Fees

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

Failure to register will result in \$50.00 administration fee added to tax bill;

### Lottery Licenses

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

### Other Licenses

Informal Group Home Licence Fee	\$750.00	Exempt	\$750.00
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# Schedule C - Works Service Charges

DESCRIPTION	FEE	HST	TOTAL
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**Entrance Permits & Culverts**

Culvert - Standard Culvert 16" to 18" diameter. Plastic includes coupler	\$106.20 per metre	\$13.81	\$120.01 per metre
Culvert - Oversized Culvert - List price per metre from supplier	Actual Cost	Applicable to Actual Costs	Actual cost
Entranceway Permit	\$68.00	Exempt	\$68.00
911 Number - Location and Sign	\$68.00	Exempt	\$68.00
911 Sign and Post Replacement	\$100.00	Exempt	\$100.00
Entranceway without Permit	\$100.00	Exempt	\$100.00

**Other Fees**

Permit - Logging - Deposit	\$5,000.00	Exempt	\$5,000.00
Permit - Moving; municipal roads only	\$175.00	Exempt	\$175.00
Permit - Road Occupation	\$175.00	Exempt	\$175.00
Refundable Road Cut Deposit (certified cheque)	\$1,500.00	Exempt	\$1,500.00
Road Crossing Fee	\$235.00	Exempt	\$235.00
Sale of Salt per Cubic Tonne Increase actual cost for salt and trucking plus 5%	\$87.50	\$11.38	\$98.88
Sale of Winter Sand, per Cubic Tonne, with salt, plus 5%	\$18.00	\$2.34	\$20.34
Grading, Per Hour Including Operator and Machine	\$137.17	\$17.83	\$155.00
Street Sweeper, Per Hour Including Operator and Machine	\$137.17	\$17.83	\$155.00

# Schedule D - Merchandise

DESCRIPTION	FEE	HST	TOTAL
Blue Boxes	\$17.70	\$2.30	\$20.00
Pins - Unless for Promotional Purposes	\$1.99	\$0.26	\$2.25
Bruce County 911 Books	\$8.14	\$1.06	\$9.20
History Books	\$4.42	\$0.58	\$5.00
Big Bruce T-Shirts	\$17.70	\$2.30	\$20.00



# Schedule E - Paid Parking Fees

DESCRIPTION	FEE	HST	TOTAL
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**Chesley - Municipal Lot #6  
Paisley - Arena #5 & Post Office #5  
Paisley - Yonge St. N #4**

Overnight Parking	\$11.00	\$1.43	\$12.43
Weekly	\$27.50	\$3.58	\$31.08
Monthly	\$55.00	\$7.15	\$62.15
Winter - November 1st to March 31st By Parking By-law	\$170.00	\$22.10	\$192.10
Annual	\$400.00	\$52.00	\$452.00

**Chesley Riverside Park #28**

Overnight Parking	Free	\$0.00	\$0.00
Weekly	Free	\$0.00	\$0.00
Monthly	\$28.00	\$3.64	\$31.64
Winter - November 1st to March 31st By Parking By-law	\$100.00	\$13.00	\$113.00
Annual	\$235.00	\$30.55	\$265.55

**Other Parking Related Fees**

Impound - Daily Storage Fee	\$18.85	\$2.45	\$21.30
Towing Charges - Cost + 15% Administration + Applicable Taxes			

## Schedule F - Planning Fees

DESCRIPTION	FEE	HST	TOTAL
Cash in Lieu of Parking This may be required in accordance with the Planning Act, R.S.O. 1990, c. P.13, as amended)	Confirmation from the Clerk is Required	Exempt	
Parkland Dedication - Residential Severance Application	\$500.00	Exempt	\$500.00

### Agreements

Development Agreement - Applicant responsible for registration, title search and any legal costs	\$500.00	Exempt	\$500.00
Encroachment Agreement - Application per Agreement Applicant also responsible for Registration, Title Search and any Legal Costs	\$500.00	Exempt	\$500.00
Release of Subdivision Agreement -full or partial	\$500.00	Exempt	\$500.00
Site Plan Control - Applicant responsible for registration, title search and any legal costs	\$500.00	Exempt	\$500.00
Temporary Use Agreement	\$500.00	Exempt	\$500.00

## Schedule G - Cemetery Fees

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

## Schedule G - Cemetery Fees

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

## Schedule H - Solid Waste/Landfill Fees

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

DESCRIPTION	FEE	HST	TOTAL
Asbestos - Digging and Burial	\$220.00	Exempt	\$220.00
Demolition Material - not cleaned or sorted Per tonne (\$232/kg)	\$232.00	Exempt	\$232.00
Domestic –per Bag Tag Households Resellers	\$3.50 \$3.25	Exempt Exempt	\$3.50 \$3.25
Garbage Pick Up- Local Improvements	\$110.00	Exempt	\$110.00
Landfill Opening -Outside Regular Operating Hours -Plus Hourly Operator Rate -Plus Applicable Tipping Fees	\$125.00	Exempt	\$125.00
Landfill Minimum Charge	\$10.00	Exempt	\$10.00
Litter or Garbage Cleaned up on Municipal Property from littering (Open Landfill & Refuse 1 tonne minimum charge )	\$241.00	Exempt	\$241.00
Non-payment of Tipping Fees	\$29.00	Exempt	\$29.00
Mattress ( All Sizes)	\$18.00	Exempt	\$18.00
Refrigerators, Freezers and Air Conditioners -With MOE Tag Attached Indicating No Freon	\$0.00	Exempt	\$0.00
Refrigerators, Freezers and Air Conditioners -Without MOE Tag Attached (May Have Freon) -Per Unit	\$32.00	Exempt	\$32.00
Refuse Garbage - Sorted Tonnage (\$116/kg)	\$116.00	Exempt	\$116.00
Tires Tires on Rim or Soiled Tires	\$0.00 \$5.00	Exempt Exempt	\$0.00 \$5.00
Upholstery Furniture per unit	\$11.00	Exempt	\$11.00

## Schedule I - Recreation Fees

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

DESCRIPTION	FEE	HST	TOTAL
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### Billboard Rental

Arenas			
Large 3 x 8 section	\$403.65	\$52.49	\$456.14
Large 3 x 16 section	\$605.89	\$78.78	\$684.67
Large 3 x 24	\$774.19	\$100.65	\$874.84
Wall Advertising, 3 x 4 section	\$127.50	\$16.59	\$144.09
In-Ice Logo - painted (one year term)	\$1,020.00	\$132.61	\$1,152.61
In-Ice Logo - mesh inlay (one year term)	\$765.00	\$99.46	\$864.46
Ice Resurfacers Logo (machine wrap, minimum 3 yr contract)	\$1,020.00	\$132.61	\$1,152.61

### Community Guide Advertisement

Business Card Size	\$79.60	\$10.35	\$89.95
1/4 Page	\$122.12	\$15.88	\$138.00
1/2 Page	\$159.08	\$20.68	\$179.76
Full Page	\$265.27	\$34.49	\$299.76
1/2 Page Colour	\$550.00	\$71.50	\$621.50

### Arena and Facility Rentals

Arena Floor (Non-Sport Activity) -Per Hour	\$61.95	\$8.05	\$70.00
Arena Floor (Sports Activity) Per Hour (same day booking)	\$35.40	\$4.60	\$40.00
Arena Floor (i.e. auction) -Three Day Rental	\$1,118.86	\$145.45	\$1,264.31
Arena Floor Set-up			
Tara - Maximum Capacity 800	\$753.21	\$97.90	\$851.11
Tara Stag & Doe (Arena floor to a max of 500 ppl)	\$577.38	\$75.04	\$652.42
Paisley - Maximum Capacity 800	\$753.31	\$97.91	\$851.22
Paisley Stag & Doe (Arena floor to a max of 500 ppl)	\$577.38	\$75.04	\$652.42
Chesley - Maximum Capacity 1000	\$950.18	\$123.50	\$1,073.68
Chesley Stag & Doe (Arena floor to a max of 500 ppl)	\$706.39	\$91.83	\$798.22
Arena Space (i.e. Third Party Program Providers) -Per Hour	\$14.55	\$1.90	\$16.45

## Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
Kitchen Fee	\$61.95	\$8.05	\$70.00
Canteen Monthly Rent - Chesley (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Paisley (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara Pavillion (monthly)	\$50.00	\$6.50	\$56.50
Canteen Monthly Rent - Tara Pavillion (daily)	\$17.70	\$2.30	\$20.00
Ball Diamond Food Truck (game nights only, contract)	\$17.70	\$2.30	\$20.00

### Community Centres

Aerial Lift (Rate per Day)	\$265.23	\$34.50	\$299.73
Transportation for Aerial lift	\$53.05	\$6.90	\$59.95
Coffee Urn (offsite rental, \$100 deposit required)	\$17.70	\$2.30	\$20.00
Table rental, per (Off Site Only, Wooden Tables )	\$8.85	\$1.15	\$10.00
Chair rental, per (Off Site Only)	\$2.66	\$0.34	\$3.00
Table wrap per full roll	\$38.30	\$4.98	\$43.28
per part roll	\$19.16	\$2.49	\$21.65

### Chesley

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

## Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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### Paisley

Auction Sale (resident one-day)	\$285.47	\$37.11	\$322.58
Auction Sale (transient/non-resident one-day)	\$450.37	\$58.55	\$508.92
Community Centre (capacity 165) Bar/set up - licensed	\$349.80	\$45.47	\$395.27
Unlicensed	\$167.88	\$21.82	\$189.70
Community Centre - Drop In Rate (Adult/Youth)	\$2.66	\$0.34	\$3.00
Community Centre - Drop in Rate (Senior)	\$1.77	\$0.23	\$2.00
Curling Club (capacity 450) Bar/set up - licensed	\$577.38	\$75.06	\$652.44
Unlicensed	\$415.39	\$54.00	\$469.39
Lounge (capacity 30)	\$62.79	\$8.16	\$70.95
Legion Room - AE Non-Profit Meeting Rate	\$53.74	\$6.99	\$60.73
Legion Room (cap 30)- Meetings/Training up to 4 hours	\$68.64	\$8.92	\$77.56
Legion Room (cap 30)- Meetings/Training 8 hours max	\$89.82	\$11.68	\$101.50

### Tara

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



## Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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### Pavilions

Chesley, Paisley or Tara (per day) **includes DS Pavilion, but no key	\$52.84	\$6.87	\$59.71
Kinsmen Pavilion, Chesley (per day, licensed)	\$257.50	\$33.48	\$290.98
Kinsmen Pavilion, Chesley (per day, unlicensed, with key)	\$105.69	\$13.74	\$119.43
Kinsmen Pavilion Cleaning Deposit	\$88.50	\$11.51	\$100.01

### Recreational & Sporting Activities

#### Ball Diamond Rentals

Group-Adult Game or Practice Without Lights	\$41.98	\$5.45	\$47.43
With Lights	\$51.27	\$6.64	\$57.91
Minor Sports Game or Practice -Without Lights	\$28.53	\$3.72	\$32.25
Tournament - Adult - Per Day (Without Lights)	\$163.25	\$21.22	\$184.47
Tournament - Adult - Per Day (With Lights)	\$204.09	\$26.53	\$230.62
Tournament - Youth - Per Day (Without Lights)	\$96.89	\$12.60	\$109.49
Tournament - Youth - Per Day (With Lights)	\$114.86	\$14.93	\$129.79
Additional Staff - Rate Per Employee per hour (4 hour minimum charge)	\$36.46	\$4.60	\$41.06

#### Ice Fee Rentals (All Arenas)

Ice Rental, Per Hour			
Prime (5pm-12am, Mon-Fri, weekends)	\$145.04	\$18.86	\$163.90
Non-Prime (8am-5pm, Mon-Fri)	\$85.54	\$11.12	\$96.66
Figure Skating/Broomball	\$99.22	\$12.90	\$112.11
Arran-Elderslie Minor Sports	\$104.70	\$13.61	\$118.31
Out of Town Minor Sports	\$133.69	\$17.38	\$151.07
Grey Bruce Highlanders/TCDMHA	\$120.60	\$15.68	\$136.28
Sponsored Ice Rental	\$64.09	\$8.33	\$72.42
(Hockey tournaments include 1 day use of community centre and kitchen)			
Use of Room with Ice Rent(Max 30 People Max 2hrs)	\$23.24	\$3.02	\$26.26
School Skating (9:00am to 3:00pm)	\$37.19	\$4.83	\$42.02
(School rate for schools within Arran-Elderslie)			
Double header Facility Rates:			
Boardroom - AAA Double Headers/Meetings	\$0.00	\$0.00	\$0.00
Boardroom - Max 4 Hours	\$70.06	\$9.11	\$79.17
Hall - Max 4 Hours	\$91.62	\$11.91	\$103.53

## Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
Sell off ice (booked within week)	\$90.27	\$11.73	\$102.00
Same Day Booking Rate	\$44.25	\$5.74	\$49.99
Early Ice (prior to Thanksgiving, where applicable)			
Prime (5pm-12am, Mon-Fri, weekends)	\$185.93	\$24.17	\$210.10
Non-Prime (8am-5pm, Mon-Fri)	\$140.37	\$18.27	\$158.64
Out of Town Minor Sports	\$149.47	\$19.43	\$168.90
Public Skating / Drop-in			
per single admission	\$2.65	\$0.35	\$3.00
per family admission	\$7.08	\$0.92	\$8.00

### Soccer Fields

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

### Swimming Pool Fees - Tara and Chesley

#### Pool - Public Swimming

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

## Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
Hourly Pool Rental - includes minimum of 2 lifeguards Chesley (max capacity 90)	\$83.68	\$10.88	\$94.56
Tara (max capacity 77)	\$83.68	\$10.88	\$94.56

Certificated programs exclude HST for participants 14 years of age and younger. If participants are over 14 years of age, please add 13% HST.

Proof of age is required.

Sessions are two weeks in length for lessons, eight weeks in length for programs

### Pool - Instructional Lessons

Aquafit - Drop In	\$5.53	\$0.72	\$6.25
Aquafit - Summer Rate	\$81.64	\$10.61	\$92.25
Private Lessons, per session Includes 10 daily lessons Registration	\$144.90	\$18.84	\$163.74
Group / School (per, min 30 participants) Registration	\$59.13	Exempt	\$59.13
Preschool (under 5 yrs old) Registration	\$69.74	Exempt	\$69.74
Swimmer (Ages 3-5) Registration	\$69.74	Exempt	\$69.74
Swimmer (1 to 4) (Age 6+) Registration after	\$69.74	Exempt	\$69.74
Swimmer (5 to 8) Registration	\$74.59	Exempt	\$74.59
Swimmer (9 to 10) Registration	\$78.01	Exempt	\$78.01

\*\* Every THIRD REGISTRATION IS \$20 OFF

### Summer Day Camps (July and August, excluding Statutory holidays)

Daily, Mon - Fri ***3rd Child (less 10% of equal or lesser number of days)	\$35.01	Exempt	\$35.01
Outdoor Education Specialty Camp ***3rd Child (less 20%)	\$206.88	Exempt	\$206.88

# Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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**Insurance Fees**

<b>Non-Sporting Event or Occasion - No Alcohol</b>			
Per Hour with Attendance of:			
1-50	\$3.00	\$0.39	\$3.39
51-100	\$4.00	\$0.52	\$4.52
101-200	\$6.00	\$0.78	\$6.78
201-500	\$8.00	\$1.04	\$9.04
501-1000	\$10.00	\$1.30	\$11.30
1001-1500	\$15.00	\$1.95	\$16.95
1501+	TBD by Provider at time of booking		
Per Day with Attendance of:			
1-50	\$25.00	\$3.25	\$28.25
51-100	\$50.00	\$6.50	\$56.50
101-200	\$75.00	\$9.75	\$84.75
201-500	\$150.00	\$19.50	\$169.50
501-1000	\$220.00	\$28.60	\$248.60
1001-1500	\$300.00	\$39.00	\$339.00
1501+	TBD by Provider at time of booking		
<b>Non-Sporting Event or Occasion - Alcohol</b>			
Per Hour with Attendance of:			
1-50	\$12.00	\$1.56	\$13.56
51-100	\$20.00	\$2.60	\$22.60
101-200	\$30.00	\$3.90	\$33.90
201-500	\$40.00	\$5.20	\$45.20
501-1000	\$50.00	\$6.50	\$56.50
1000+	TBD by Provider at time of booking		
Per Day with Attendance of:			
1-50	\$85.00	\$11.05	\$96.05
51-100	\$130.00	\$16.90	\$146.90
101-200	\$200.00	\$26.00	\$226.00
201-500	\$350.00	\$45.50	\$395.50
501-1000	\$550.00	\$71.50	\$621.50
1000+	TBD by Provider at time of booking		
**A listing eligible and non-eligible Non-Sporting Events or Occasions is available from Municipal Staff **Events: Annual Weekly Meetings: Charge 5 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium. **Events: Annual Monthly Meetings: Charge 3 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium.			

# Schedule I - Recreation Fees

DESCRIPTION	FEE	HST	TOTAL
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<b>Sporting Event or Activities</b>			
Low Risk, Per hour with Attendance of:			
1-25	\$2.50	\$0.33	\$2.83
26-50	\$4.00	\$0.52	\$4.52
51-100	\$6.00	\$0.78	\$6.78
101+	TBD by Provider at time of booking		
Low Risk, Per Day with Attendance of:			
1-25	\$60.00	\$7.80	\$67.80
26-50	\$90.00	\$11.70	\$101.70
51-100	\$120.00	\$15.60	\$135.60
101+	TBD by Provider at time of booking		
Medium Risk, Per hour with Attendance of:			
1-25	\$4.00	\$0.52	\$4.52
26-50	\$6.00	\$0.78	\$6.78
51-100	\$8.00	\$1.04	\$9.04
101+	TBD by Provider at time of booking		
Medium Risk, Per Day with Attendance of:			
1-25	\$95.00	\$12.35	\$107.35
26-50	\$120.00	\$15.60	\$135.60
51-100	\$190.00	\$24.70	\$214.70
101+	TBD by Provider at time of booking		
<p>**A listing of eligible and non-eligible sporting events as well as the low and medium risk profiles is available from Municipal Staff</p> <p>**Events Over 1 day: Any Single Sporting Event being held for more than 1 consecutive is a Company Referral</p> <p>**Events - Annual Weekly and Seasonal Activities: Charge 2 times the flat charge shown for a Total Annual Premium</p> <p>**Organized sports leagues without insurance are a company referral</p>			

## Schedule J - Trailer Park Fees

DESCRIPTION	FEE	HST	TOTAL
Full Service			
Seasonal	\$1,439.06	\$187.08	\$1,626.14
Monthly	\$654.44	\$85.08	\$739.52
Weekly	\$249.34	\$32.41	\$281.76
Daily	\$49.19	\$6.40	\$55.59
May 1 to Weekend After Thanksgiving			
Hydro/Water Only			
Seasonal	\$1,199.40	\$155.92	\$1,355.33
Monthly	\$564.54	\$73.39	\$637.93
Weekly	\$212.04	\$27.56	\$239.60
Daily	\$43.04	\$5.60	\$48.64
Victoria Day Weekend to Thanksgiving			
Transient No Services - Daily - Trailer	\$27.35	\$3.56	\$30.90
Transient No Services - Daily - Tent	\$18.23	\$2.37	\$20.60
Winter Storage			
-Trailer, Deck, Shed	\$250.78	\$32.60	\$283.38
Deck, Shed, Other Property	\$50.00	\$6.50	\$56.50
-October 15-May 15			
Moving from one lot to another, if re-sodding or other clean-up required	\$50.00	Exempt	\$50.00
Clean-out	\$10.00	Exempt	\$10.00
Lot Maintenance Required by Works, Requested by Tenant	Minimum \$40.00 per hour staff fee + Cost of Materials and/or Labour		Minimum \$40.00 per hour staff fee + Cost of Materials and/or Labour

## Schedule K - Fire Department Fees

DESCRIPTION	FEE	HST	TOTAL
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### Fire Safety

Burn Permit	No Charge		No Charge
Fire Drill Approval and Observation	\$75.00 Per Hour, Minimum 1 Hr	Exempt	\$75.00
Fire Safety Plan Review / Approval	\$75.00 Per Hour, Minimum 1 Hr	Exempt	\$75.00

### Letters and Reports

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

### Inspections

Fire Safety Inspections - Initial Visit / Consultation	No Charge		No Charge
Fire Safety Inspection (Including Written Report)	\$75.00 Per Hour, Minimum 1 Hr	Exempt	\$75.00
Inspections Requiring Outside Agencies	Actual Cost		Actual Cost
Commercial/Industrial/Institutional Multi-Residential/Farm Inspection	\$75.00 Per Hour, Minimum 1 Hr	Exempt	\$75.00
Residential Home Inspection (Single Family)	No Charge		No Charge
Residential Inspection (operating a business out of home, such as a daycare)	\$75.00 Per Hour, Minimum 1 Hr	Exempt	\$75.00

### Incident Response

Fire Department Emergency Response-Insured Perils, Indemnification Technology®			
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per apparatus, per half hour	\$271.52	Exempt	\$271.52
Firefighter Current Rate, per hour plus any additional costs for each incident	\$34.03	Exempt	\$34.03
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	Invoice will be according to invoice provided by third party
Incident Response - Open Air Fire with Permit & Compliant	No Charge		\$0.00

## Schedule K - Fire Department Fees

DESCRIPTION	FEE	HST	TOTAL
Incident Response - Open Air Fire with or without permit (at discretion of Fire Chief or Designate)			
Current MTO Rate per apparatus, per hour plus any additional costs for each incident	\$543.03	Exempt	\$543.03
Current MTO Rate per apparatus, per half hour plus any additional costs for each incident	\$271.52	Exempt	\$271.52
Motor Vehicle Accident on Highway 21			
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per apparatus, per half hour	\$271.52	Exempt	\$271.52
Motor Vehicle Fires on Highway 21			
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per apparatus, per half hour	\$271.52	Exempt	\$271.52
Motor Vehicle, Watercraft & Aircraft Accidents & Fires - Other than Highway 21			
Current MTO Rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO Rate per apparatus, per half hour	\$271.52	Exempt	\$271.52

### Other Fire Related Services

Assistance Beyond Normal Requirements or Circumstances	Actual Cost Plus 10%	Exempt	Actual Cost Plus 10%
Decontamination and cleaning of all PPE after Structure Fire or Hazardous Material Call	Actual Costs of all Cleaning and Repair	Exempt	Actual Costs of all Cleaning and Repair
Extinguish controlled Burn			
Current MTO rate per truck, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per truck, per half hour	\$271.52	Exempt	\$271.52
False Alarms - 2 free per calendar year, thereafter:	\$500.00	Exempt	\$500.00
Fire Watch or Stand By for other outside agencies with apparatus			
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per apparatus, per half hour	\$271.52	Exempt	\$271.52
Fire Watch (Without Apparatus)	Actual Cost Plus 10%	Exempt	Actual Cost Plus 10%
Hazardous Materials Response			
Current MTO rate per truck, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per truck, per half hour	\$271.52	Exempt	\$271.52
Rent special equipment to determine origin and cause, suppress or extinguish fires, preserve property, prevent fire spread, make property safe	Actual cost for agencies and equipment used		Actual cost for agencies and equipment used
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Response Due to Gross Negligence or an Illegal Act			
Current MTO rate per truck, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per truck, per half hour	\$271.52	Exempt	\$271.52
Wildland Fires through Carelessness			
Current MTO rate per apparatus, per hour	\$543.03	Exempt	\$543.03
Current MTO rate per apparatus, per half hour	\$271.52	Exempt	\$271.52
Plus any additional costs for each incident			



## Schedule K - Fire Department Fees

DESCRIPTION	FEE	HST	TOTAL
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If necessary to provide security to maintain continuity of scene during an incident investigation (OFM, Police, Staff or Other) Flat Rate per Day 24 hours	\$1,000.00	Exempt	\$1,000.00
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### Materials and Supplies

Class A Foam Wetting Agent	Actual Cost Plus 10%	Exempt	Actual Cost Plus 10%
Commercial - Lock Box (Hardware only, No Installation)	Actual Cost	HST	Actual Cost
Dry Sprinkler Powder Aerosol Unit - DSPA	Actual Cost Plus 10%	Exempt	Actual Cost Plus 10%
Fire Safety Plan Box	Actual Cost	HST	Actual Cost
Other Material Charges	Actual Cost Plus 10%	Exempt	Actual Cost Plus 10%
Smoke Alarm or Carbon Monoxide Detector Added to taxes + interest, if unpaid after 30 days	\$55.62	\$7.23	\$62.85

### Training

Fire Extinguisher Training for Employees (Commercial, Industrial & Institutional)	\$10.00 per Person - Minimum \$100 Charge	Exempt	\$10.00 per Person - Minimum \$100 Charge
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# Schedule L - Water and Sewer Fees

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

A&E Connection and Service Charges			
Bulk Water - per m3 water	\$4.00	Exempt	\$4.00
- Plus Daily Connection Fee	\$58.00	Exempt	\$58.00
- Weekly Connection Fee	\$116.00	Exempt	\$116.00
- Annual Membership, January to December 31	\$355.00	Exempt	\$355.00
Charge to locate, Municipal water service	n/c	n/c	n/c
Charge to locate, inspect, map and number service connection made by contractor (lateral already constructed from main to property line) <b>Water or Sewer</b>	\$479.91	\$62.39	\$542.30
Charge to locate, Private locate charge – not municipal service----- Minimum charge 1 hour, time in excess of 1 hour is extra	\$103.04	\$13.40	\$116.44
Disconnect or Reconnect Fee – Customer Request	\$58.37	Exempt	\$58.37
Disconnect fee – non-payment or after hours request	\$211.55	Exempt	\$211.55
Municipally constructed sewer line from main to property line (does not include locate, inspect, map and number service connection made by contractor) <b>Water or Sewer</b>	\$4,359.89	Exempt	\$4,359.89
Septage disposal of one tank, up to 1,000 gallons	\$939.56	\$122.14	\$1,061.71
Sewer Camera Work			
- Regular Hours, 2 staff, rate per hour	\$134.71	\$17.51	\$152.22
- After Hours and Weekends, 2 staff, rate per hour	\$621.76	\$80.83	\$702.59
Swimming Pools – Filling---Minimum Charge	\$1,024.96	\$133.24	\$1,158.20
Water Meter Read Request	\$69.67	\$9.06	\$78.73
Water Meter Frost Plate	\$84.90	\$11.04	\$95.94
Water meter and backflow prevention device - 3/4" Service	\$537.10	\$69.82	\$606.92
Water meter and backflow prevention device - 1" Service All other meter sized billed at cost + 15% handling/billing	\$800.01	\$104.00	\$904.01

## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
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### Chesley Water Service Area Metered Rates (non-taxable)

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

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

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

Effective for all billings after January 1st each year

#### Residential

Single Family Unit	\$728.09	Exempt	\$728.09
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#### Commercial

Basic and vacant commercial (must apply in writing for this rate)	\$624.11	Exempt	\$624.11
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Apartment rate over commercial	\$520.05	Exempt	\$520.05
Board of Education	\$5,486.36	Exempt	\$5,486.36
Car Wash	\$1,300.13	Exempt	\$1,300.13
Cemetery	\$728.09	Exempt	\$728.09
Chesley Place (40 beds)	\$9,245.26	Exempt	\$9,245.26
Community Centre/Curling Club	\$9,421.37	Exempt	\$9,421.37
Dealership	\$1,300.13	Exempt	\$1,300.13
Fire Hall	\$664.47	Exempt	\$664.47
Hair Salon only	\$684.40	Exempt	\$684.40
Hospital	\$10,251.41	Exempt	\$10,251.41
Lawn Bowling	\$342.54	Exempt	\$342.54
Long-term Care Home - Elgin Abbey (39 beds)	\$9,014.13	Exempt	\$9,014.13
Long-term Care Home - Parkview Manor (34 beds)	\$7,858.48	Exempt	\$7,858.48
Medical Building	\$1,009.85	Exempt	\$1,009.85

## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
Municipal Building/Theatre/Library	\$664.47	Exempt	\$664.47
Residential w/Beauty Shop	\$1,213.49	Exempt	\$1,213.49
Restaurant – Seated Restaurant	\$1,386.81	Exempt	\$1,386.81
Restaurant – Seasonal Take-out	\$520.05	Exempt	\$520.05
Restaurant – Take-out	\$866.68	Exempt	\$866.68
Restaurant – Take-out/Seating Restaurant	\$1,126.81	Exempt	\$1,126.81
Retirement Institution - Per Bed	\$231.13	Exempt	\$231.13
School - Chesley Community School	\$13,862.12	Exempt	\$13,862.12
Service Station	\$624.09	Exempt	\$624.09
Swimming Pool	\$1,565.38	Exempt	\$1,565.38
Trailer Park – 24 sites	\$1,572.66	Exempt	\$1,572.66
Trailer Park Showers/Washrooms	\$1,594.49	Exempt	\$1,594.49
Turuss (GRS Flooring) - (Plant 1)	\$6,669.24	Exempt	\$6,669.24

## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
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### Chesley Sewer Service Area Rates (non-taxable)

Effective for all billings after January 1st each year

#### Residential

Single family unit	\$543.56	Exempt	\$543.56
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Penalty (3x more than annual flat rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$2,174.26	Exempt	\$2,110.93
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#### Commercial

Basic or Vacant Commercial (must apply in writing for this rate)	\$465.90	Exempt	\$465.90
Apartment Rate - Over Commercial	\$388.26	Exempt	\$388.26
Bank	\$970.60	Exempt	\$970.60
Board of Education	\$4,098.27	Exempt	\$4,098.27
Car Wash	\$970.60	Exempt	\$970.60
Cemetery	\$465.89	Exempt	\$465.89
Chesley Place (40 beds)	\$6,887.66	Exempt	\$6,887.66
Crate Design (Plant 1)	\$2,717.69	Exempt	\$2,717.69
Dawson House (basic comm. + 2 apts)	\$1,242.39	Exempt	\$1,242.39
Dealership	\$970.60	Exempt	\$970.60
Fire Hall	\$496.06	Exempt	\$496.06
Grocery Store	\$1,000.09	Exempt	\$1,000.09
Hair Salon Only	\$510.93	Exempt	\$510.93
Hospital	\$7,653.01	Exempt	\$7,653.01
Hotel Rate - Vacant	\$543.56	Exempt	\$543.56
Lawn Bowling	\$255.71	Exempt	\$255.71

## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
Legion Hall	\$1,000.09	Exempt	\$1,000.09
Long-term Care Home - Elgin Abbey (39 beds)	\$6,715.48	Exempt	\$6,715.48
Long-term Care Home - Parkview Manor (34 beds)	\$5,854.51	Exempt	\$5,854.51
Medical Building	\$753.87	Exempt	\$753.87
Municipal Building/Theatre/Library	\$496.06	Exempt	\$496.06
Post Office	\$837.05	Exempt	\$837.05
Residential w/Beauty Shop	\$905.92	Exempt	\$905.92
Restaurant – Seasonal Take-out	\$388.26	Exempt	\$388.26
Restaurant – Seated Restaurant	\$1,035.28	Exempt	\$1,035.28
Restaurant – Take-out	\$647.08	Exempt	\$647.08
Restaurant – Take-out/Seating Restaurant	\$841.18	Exempt	\$841.18
Retirement Institution - (Per Bed)	\$172.20	Exempt	\$172.20
School - Chesley Community School	\$10,348.49	Exempt	\$10,348.49
Service Station	\$465.90	Exempt	\$465.90
Swimming Pool	\$1,168.60	Exempt	\$1,168.60
Trailer Park – 24 Sites	\$1,174.05	Exempt	\$1,174.05
Trailer Park - Showers/Washrooms	\$1,190.36	Exempt	\$1,190.36
Turuss (GRS Flooring) - (Plant 1)	\$4,978.76	Exempt	\$4,978.76

# Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
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## Chesley, Paisley and Tara Water Service Area Metered Rates (non-taxable)

Effective for all billings after January 1st each year

### Annual

Base Water Service Rate (BSR)	\$326.13	Exempt	\$326.13
Rate per Cubic Metre of Water Consumption	\$2.65	Exempt	\$2.65
Other Municipality - Brockton: Paisley Mill Corp			
Annual Base Service Rate	\$652.26	Exempt	\$652.26
Monthly Base Service Rate	\$54.35	Exempt	\$54.35
Rate per Cubic Metre of Water Consumption X 2	\$5.30	Exempt	\$5.30
Damage to water meter equipment, including the removal of exterior equipment and/or interior wiring will not be tolerated. Two warnings will be provided to the property owner after which, further damages will result in the Municipality invoicing the property owner for the applicable size of water meter and require the installation, at the property owner's expense, of a radio read water meter to avoid future problems.	986.14	128.20	\$1,114.34

### Monthly

Base Water Service Rate (BSR)	\$27.18	Exempt	\$27.18
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## Paisley Sewer Service Area Rates (non-taxable)

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

### Annual

Base Sewer Service Rate (BSR)	\$348.37	Exempt	\$348.37
Rate per cubic metre of water consumption	\$1.55	Exempt	\$1.55
Other Municipality - (Brockton) McKeeman	\$1,087.12	Exempt	\$1,087.12
Other Municipality - Brockton: Paisley Mill Corp			
Annual Base Service Rate	\$696.74	Exempt	\$696.74
Monthly Base Service Rate	\$58.06	Exempt	\$58.06
Rate per Cubic Metre of Water Consumption X 2	\$3.10	Exempt	\$3.10

### Monthly

Base Sewer Service Rate (BSR)	\$28.18	Exempt	\$28.18
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Penalty (3x more than flat base rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$2,184.27	Exempt	\$28.18
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## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
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### Water Service Area Rates

#### Tara Water Service Area Rates (non-taxable)

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

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

Effective for all billings after January 1st each year

### Residential

Single family unit	\$728.09	Exempt	\$728.09
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### Commercial

Churches	\$728.09	Exempt	\$728.09
Dry	\$815.46	Exempt	\$815.46
Wet	\$946.51	Exempt	\$946.51
Dry/Residence	\$771.86	Exempt	\$771.86
Wet/Residence	\$815.46	Exempt	\$815.46
Service Station/Garage	\$815.46	Exempt	\$815.46
Service Station/Car Wash	\$1,262.27	Exempt	\$1,262.27

### Sewer Service Area Rates

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

Commercial Dry	\$558.70	Exempt	\$558.70
Commercial Wet	\$605.23	Exempt	\$605.23
Industrial (per cubic metre)	\$1.49	Exempt	\$1.49
Residential Single Family Unit	\$543.56	Exempt	\$543.56
Residential Dry	\$558.70	Exempt	\$558.70
Residential Wet	\$651.83	Exempt	\$651.83



## Schedule L - Water and Sewer Fees

DESCRIPTION	FEE	HST	TOTAL
Churches	\$543.56	Exempt	\$543.56
Service Station/Garage	\$465.89	Exempt	\$465.89
Service Station/Car Wash	\$970.62	Exempt	\$970.62
Penalty (3x more than annual base rate) for improper storm water connection. Notice will be given providing one year to disconnect and be inspected by the Municipality or penalty will be applied.	\$ 2,184.27	Exempt	\$2,110.92

## Schedule M - Treasure Chest Museum (Paisley) Fees

DESCRIPTION	FEE	HST	TOTAL
Annual Membership Fees - Single	\$16.37	\$2.13	\$18.50
Annual Membership Fees - Family	\$20.80	\$2.70	\$23.50
Group Admission - 10 or more	\$37.17	\$4.83	\$42.00
Single Admission - Adult	BY DONATION		
Single Admission - Student/Senior	BY DONATION		

# Schedule N - Building Permit Fees

All Permits Fees are HST exempt.  
 All Permits carry minimum fee.  
 Where any work, required by the BCA to have a permit, has commenced prior to the issuance of a Building Permit, the applicable permit fee payable is doubled.  
 The Municipality does not currently have Development Charges in place.

DESCRIPTION	FEE
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**General**

Building Permit (minimum fee)	\$130.00
Miscellaneous Inspections, per	\$130.00
Change of Use	\$130.00
Demolition Permit	\$130.00

**Residential**

Single Family Residence	\$1.55 /sq.ft.
Multiple Residential	\$1.40 /sq.ft.
Additions- With or Without Plumbing	\$1.55 /sq.ft.
Deck or Porch (minimum \$125.00 fee)	\$0.80 sq.ft
Garden Shed	\$125.00
Ancillary Buildings	\$0.50 /sq.ft.
Garage/Shed- Attached or Detached	\$0.75 /sq.ft.
Renovations: (fee/construction value)	\$14.00 / \$1,000.00
Wood Burning Appliances	\$150.00
Moving Permit	\$210.00
Pool- Above Ground	\$150.00
Pool - In Ground	\$350.00

**Sewage Systems**

Class 1, 2, 3	\$350.00
Class 4 & 5-New Sewage System	\$600.00
Bed-Tank Replacement/Repair	\$350.00

# Schedule N - Building Permit Fees

DESCRIPTION	FEE
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**Agricultural**

Farm Buildings- with Livestock	\$0.35 /sq.ft.
Farm Buildings- without Livestock	\$0.30 /sq.ft.
Additions	\$0.30 /sq.ft.
Fabric Structure	\$0.35 /sq.ft.
Manure Storage Tank	\$0.30 /sq.ft.
Silo- Upright or Bin	\$150.00
Silo- Bunker (with Roof)	\$0.30 /sq.ft.
Silo- Bunker (without Roof)	\$0.20 /sq.ft.
Renovation/Structural: (fee/construction value)	\$12.00/\$1000.00

**Commercial/Industrial/Institutional**

Commercial Buildings	\$0.80 /sq.ft.
Industrial Buildings	\$0.80 /sq.ft.
Institutional Buildings	\$0.80 /sq.ft.
Misc. Renovations/Additions (fee/construction value)	\$12.00/\$1000.00

**Miscellaneous**

Repairs/Additions/Renovations (where applicable)	\$225.00
Towers (base and tower) (fee/construction value)	\$20.00/\$1000.00
Wind Turbines - Per Turbine	\$100,000.00
Tents	\$150.00
Signs (per O.B.C.)(fee/construction value)	\$14.00/\$1000.00
Other: (fee/construction value)	\$10.00/\$1000.00

**Rebates (where applicable)**

If Administrative Functions Only Performed	80%
If Admin and Zoning Functions Only Performed	70%
If Permit has been Issued; No Field Inspections have been Performed Subsequent to Issuance	45%
If Permit has been Issued; One Field Inspection has been Performed Subsequent to Issuance	30%
For Each Subsequent Field Inspection, After Permit Issued, Additional Deduction of	5%

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

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**BY-LAW NO. 23-2023**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL MEETING OF  
THE MUNICIPALITY OF ARRAN-ELDERSLIE  
HELD MARCH 13, 2023**

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

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

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Arran-Elderslie for the period ending March 13, 2023, 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 Council meeting held March 13, 2023 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 13th day of March, 2023.

READ a THIRD time and finally passed this 13th day of March, 2023.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk