



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

AGENDA

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

	Pages
1. Call to Order	
2. Mayor's Announcements (If Required)	
3. Adoption of Agenda	
4. Disclosures of Pecuniary Interest and General Nature Thereof	
5. Unfinished Business	
5.1 Waiver of Arkwright Hall Rental Fee	
5.2 Zoning By-law Amendment Z-2022-015 - 5019386 Ontario Inc. c/o Jamie Shepherd - Addendum Planning Report	1
6. Minutes of Previous Meetings	48
7. Business Arising from the Minutes	
8. Minutes of Sub-Committee Meetings	
9. Public Meeting(s)	
10. Delegations	
10.1 Brenda Scott - Response to Chesley Hospital Petition	58
11. Presentations	
11.1 Enbridge - Cheque presentation to Fire & Emergency Services	

12.	Correspondence	
12.1	Requiring Action	
12.1.1	Municipality of West Grey - Childcare Availability in Ontario - Support Motion from Municipality of Bluewater	60
12.1.2	Ministry of Transportation - Electric Vehicle (EV)ChargeON program	63
12.1.3	Provincial Community Emergency Preparedness Grant	65
12.2	For Information	
12.2.1	Clean Energy Frontier Program October 2023 Newsletter	94
12.2.2	Saugeen Valley Conservation Authority Board Minutes - September 21, 2023	97
12.2.3	Saugeen Valley Conservation Authority Special Board Minutes - September 21, 2023	101
12.2.4	Saugeen Mobility Board Minutes - September 15, 2023	103
12.2.5	Grey Bruce Public Health Media Release - Covid -19, flu vaccines	109
13.	Staff Reports	
13.1	CAO/Clerks	
13.1.1	SRCLK.2023.13 – Accessibility and Equity, Diversity and Inclusion Advisory Committees	111
13.2	Finance	
13.3	Public Works	
13.4	Building/Bylaw	
13.4.1	SRCBO.23.03- Third Quarter Building Permit Statistics - 2023	116
13.4.2	SRDPCLK.23.02 By-Law Enforcement Update – January to September, 2023	119
13.5	Facilities, Parks and Recreation	

13.6	Emergency Services	
13.6.1	SRFIRE.23.07 Arran-Elderslie Fire & Emergency Services 3rd Quarter Report	124
13.7	Economic Development and Planning	
14.	Notice of Motion	
15.	Members Updates	
16.	New Business	
16.1	Saugeen Valley Conservation Authority 2024 Draft Budget	138
16.2	Grey Sauble Conservation Authority 2024 Draft Budget	
17.	By-laws	
17.1	By-law 55-2023 - Execute an Agreement with Municipal Support Services Inc. - By-law Enforcement	144
17.2	By-law 56-2023 - Execute an Agreement with Municipal Support Services Inc. - Animal Control	157
17.3	By-law 57-2023 - Adopt a Petition Policy	170
17.4	By-law 58-2023 - Zoning By-law Amendment Z-2022-015 - 5019386 Ontario Inc. c/o Jamie Shepherd	177
17.5	By-law 59-2023 Impose Special Annual Drainage Rates	179
18.	Closed Session (if required)	
19.	Resolution to Reconvene in Open Session	
20.	Adoption of Recommendations Arising from Closed Session (If Any)	
21.	Adoption of Closed Session Minutes	
22.	Confirming By-law	
22.1	By-law 60-2023 - Confirming By-law	181
23.	Adjournment	

24. List of Upcoming Council meetings

- November 27, 2023
- December 11, 2023
- January 8, 2024



Addendum Planning Report

To: Arran Elderslie Council

From: Jenn Burnett, Senior Development Planner

Date: November 13, 2023

Re: Application - Z-2022-015 for Shepherd

Recommendation:

Positive comments were submitted by Saugeen Ojibway Nation. It is recommended that application Z-2023-015 for 5019386 Ontario Inc. c/o Jamie Shepherd for lands described as Pt Lt 31 Con 3, Pt Pk Lt Y, Plan 217, 16R-10669 Pt 2, be approved.

Summary:

Residential development proposing a 19-unit townhouse development on full municipal services along a private road with a 16 m direct access to 1st Avenue North, Chesley was considered at a Public Meeting on October 10, 2023. An application to rezone the property from R1 - Residential: Low Density Single to R2 - Residential: Low Density Multiple to permit townhouse development along with a request to increase the lot coverage from 40% to 45% and relief to reduce the minimum separation distance between a cluster townhouse and an adjoining property from 7.5 metres to 6.0 metres for five of the units was considered.

A full planning policy review was included in the October 10, 2023 Planning Report (attached) and the recommendation at the time was to receive the report for information as comments from Saugeen Ojibway Nation (SON) had not been submitted. SON submitted comments on October 17, 2023, (attached) stating “[w]e accept the archaeological report prepared by Detritus Consulting, July 2022 and have no further comments on this application at this time. As with all development occurring with the Saugeen Ojibway Territory, if artifacts are found during the development of the property, cease all activity and contact our office immediately.”

At the public meeting the following people provided comments:

Ron Davidson
 Travis Burnside
 Jaime Shepherd
 Joanna Hoit
 Jeannette Fitzpatrick
 Bill Treadway
 Rob Hatten

No written comments were received after the report submission deadline. All comments and concerns with the proposed development will be addressed by Town staff at the Site Plan Agreement stage.

The submission of comments from SON complete the file and it can be determined that application Z-2022-015 for 5019386 Ontario Inc. c/o Jamie Shepherd for lands described as Pt Lt 31 Con 3, Pt Pk Lt Y, Plan 217, 16R-10669 Pt 2, is consistent with the Provincial Policy Statement 2020, the County of Bruce Official Plan, the Official Plan for the Urban Areas of Chesley, Paisley & Tara/Invermay and the Arran Elderslie Zoning By-law Number 36-09. It is recommended that the application be approved.

A by-law is attached for Council's consideration.

Respectfully submitted,

Jenn Burnett
Senior Development Planner
Bruce County Planning & Development

From: [Karen Heisler](#)
To: [Ron Davidson](#)
Cc: [Jennifer Burnett](#); [Environment Office Archaeology](#)
Subject: Re: somewhat urgent - Townhouse development in Chesley
Date: Tuesday, October 17, 2023 4:23:01 PM

**** [CAUTION]:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

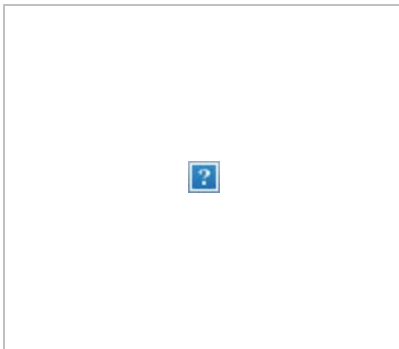
Ron,

The SON Environment Office has reviewed the proposed residential development for 1st Avenue North, Chelsey Part of Pak Lot Y, Plan 217, Geographic Town of Chesley Municipality of Arran-Elderslie, County of Bruce. We accept the archaeological report prepared by Detritus Consulting, July 2022 and have no further comments on this application at this time. As with all development occurring with the Saugeen Ojibway Territory, if artifacts are found during the development of the property, cease all activity and contact our office immediately.

Regards,

Karen Heisler

Karen Heisler, Ph.D.
Resources & Infrastructure Associate
 Direct T: (705) 798-3312



10129 Hwy 6 Georgian Bluffs, ON
 N0H 2T0
saugeenojibwaynation.ca

I am grateful to live, work, and benefit from the Lands and Waters of the Saugeen Ojibway Nation.

On Tue, Oct 10, 2023 at 3:58 PM Ron Davidson <ronalddavidson@rogers.com> wrote:
 | Karen and Robert, good afternoon. Today, we had a Council meeting for a

development proposal in Chesley. The meeting went very well. Council said they'd adopt the Zoning By-law Amendment at the next meeting if positive comments have been received by then from your office.

In this regard, I've attached a package of information which explains everything, including a one-pager entitled "SON Package". This package was sent to you on February 2, 2023.

I believe the County sent you the same package a few months ago as part of the agency comment circulation process. And, I think the County (Jenn Burnett) may have asked again last week for your thoughts.

On this particular project, I would assume that the only report of interest to you would be the Archaeological Assessment. Is it possible for your office to review the Archaeological Assessment and, if applicable, any other document in the near future? It would be sincerely appreciated.

Let me know if you have any questions.

Thanks.
Ron

Ron Davidson Land Use Planning Consultant Inc.
265 Beattie Street
Owen Sound, ON
N4K 6X2
Tel: 519 371-6829



Planning Report

To: Arran Elderslie Council

From: Jenn Burnett, Senior Development Planner

Date: October 10, 2023

Re: Application - Z-2022-015 for Shepherd

Recommendation:

Positive comments have not been submitted by Saugeen Ojibway Nation. It is recommended that the report for application Z-2023-015 for 5019386 Ontario Inc. c/o Jamie Shepherd for lands described as Pt Lt 31 Con 3, Pt Pk Lt Y, Plan 217, 16R-10669 Pt 2, be received for information.

Summary:

This application proposes to create a 19-unit townhouse development on full municipal services along a private road with a 16 m direct access to 1st Avenue North, Chesley. To facilitate this proposal, an application to rezone the property from R1 - Residential: Low Density Single to R2 - Residential: Low Density Multiple to permit townhouse development has been submitted for Council's consideration. The request also seeks an increase in the lot coverage from 40% to 45% and relief to reduce the minimum separation distance between a cluster townhouse and an adjoining property from 7.5 metres to 6.0 metres for five of the units.

The property is a vacant lot located adjacent to 267 1st Avenue North. Application B-2022-055 was recently approved to sever the existing house from the lands.

Airphoto

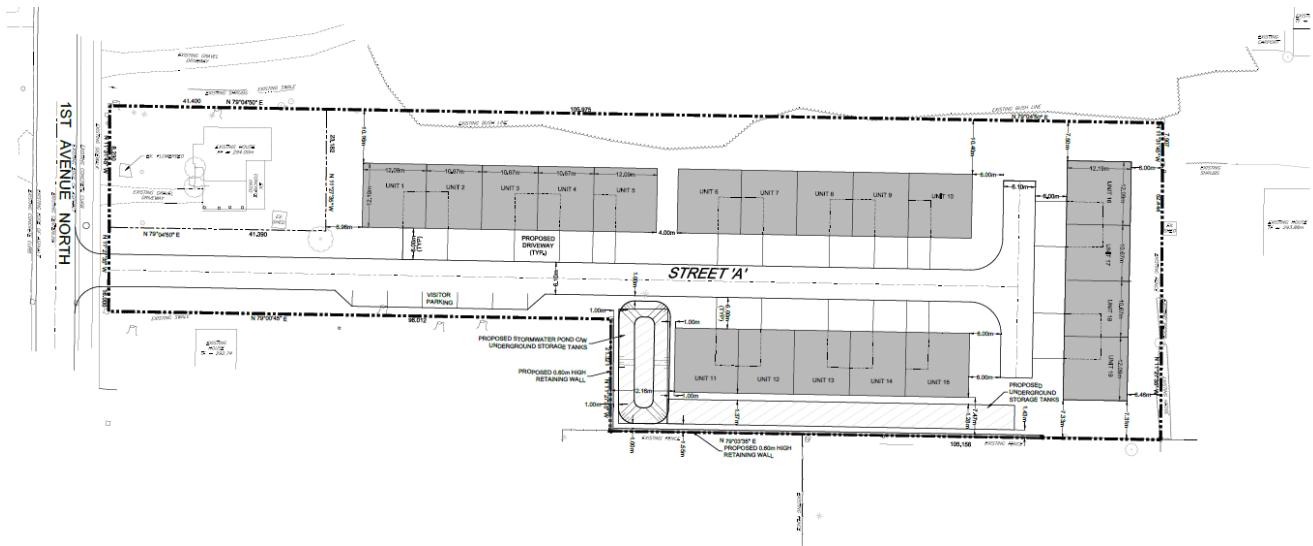


The application proposes:

- 4 townhouse blocks totalling 19 units with attached garages and 5 visitor parking spaces.
- Landscaped areas are proposed along the north and south side yards, within the parking lot, and around the buildings.
- One entrance at 1st Avenue North leading to a private driveway.
- A stormwater management pond with underground storage containers is proposed along the south side yard.

The proposed layout of the site can be seen on the attached Site Plan.

Site Plan



Planning Analysis:

The following section provides an overview of the planning considerations that were factored into the staff recommendation for this application, including a review of the Provincial Policy Statement 2020, the Bruce County Official Plan, the Official Plan for the Urban Areas of Chesley, Paisley & Tara/Invermay and the Arran Elderslie Zoning By-law Number 36-09.

The 2020 Provincial Policy Statement (PPS) issued under Section 3 of the Planning Act requires that land use planning decisions ‘be consistent with’ provincial policies. Decision makers are asked to be consistent with the policies of the PPS including: 1. Building Strong Communities; 2. Wise Use and Management of Resources; and 3. Protecting Public Health and Safety. The PPS is to be read in its entirety and the relevant policies are to be applied to each situation, therefore only excerpts from the PPS have been highlighted to demonstrate the proposal’s conformity with the Provincial Policy Statement.

Under Section 4.6 of the PPS, the Official Plan is identified as, “the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans. Official plans shall identify provincial interests and set out appropriate land use designations and policies.” (PPS 2020, pg. 35).

Section 1.1.3 of the PPS 2020, directs development to settlement areas. It states that the “vitality and regeneration of settlement areas is critical to the long-term economic prosperity of our communities.” It further states that “[s]ettlement areas shall be the focus of growth and development.” (PPS, 2020 Section 1.1.3.1). Schedule ‘A’ of the Bruce County Official Plan (BCOP) locates the subject property within the settlement area of Chesley as ‘Primary Urban Communities’ and permits residential development within the settlement area designation.

The proposed development also falls within the ‘Residential’ designation of the Official Plan for the Urban Areas of Chesley, Paisley & Tara/Invermay, within the Chesley Settlement Area where the creation of 19 townhouse units is appropriate. The property is surrounded by residential development and has direct access onto a municipal road.

Sewage, Water and Stormwater

This area is fully serviced with municipal water and sewers. A servicing plan was submitted in support of the application and indicates that the development will connect to the existing mains located on 1st Avenue North. The municipality’s engineer provided comments confirming capacity of the existing water treatment and wastewater treatment works and noted that testing will be needed to confirm that the watermain and sanitary sewer can accommodate the additional users. A booster pumping system, at the expense of the developer, may be required to enable connecting to the existing mains. Water and sewer servicing details will be further refined through the site plan control process and any requirements for development can be included in the site plan agreement.

Section 1.6.6 of the PPS addresses the management of stormwater on-site. Specifically,

“1.6.6.7 Planning for stormwater management shall:

- a) be integrated with planning for sewage and water services and ensure that systems are optimized, feasible and financially viable over the long term;
- b) minimize, or, where possible, prevent increases in contaminant loads;
- c) minimize erosion and changes in water balance, and prepare for the impacts of a changing climate through the effective management of stormwater, including the use of green infrastructure;
- d) mitigate risks to human health, safety, property and the environment;
- e) maximize the extent and function of vegetative and pervious surfaces; and
- f) promote stormwater management best practices, including stormwater attenuation and re-use, water conservation and efficiency, and low impact development”

In support of the application, a Storm Water Management (SWM) report was submitted and peer reviewed by the Municipality’s engineer. The plan proposes to construct a stormwater management pond and underground storage chambers along the southern property line. The outlet from the underground storage chambers will connect to the existing rear yard catch basin at 24 Centennial Street. The Municipality’s engineer identified some concerns with the proposed storage chambers and the effects of sedimentation on the system in the future. Maintenance of the underground storage chambers will not be a municipal responsibility as the development will be captured within a condominium corporation and the SWM feature can be identified as a common element within that condominium. Maintenance requirements can also be addressed in the site plan agreement, with a requirement for the property to provide the municipality with maintenance records on a set basis. The municipality does not have an easement over the catch basin at 24 Centennial Street, so one will need to be granted prior to approval of the site plan agreement.

A geotechnical report was submitted and peer reviewed by the municipality's engineer. In that report, it was noted that,

“Any existing field tiles or subdrains that may be located within the proposed building envelopes must be completely removed. Ideally, depending on flow direction, any existing tile drains (if present and in functioning order with positive drainage to a suitable outlet) in the hard-surfaced areas should be redirected outside of the building envelope areas in order to maintain flow and prevent subsurface accumulation of water.”

There is an existing tile drain that extends from the adjacent property, 275 1st Ave North Street, across the subject lands to the drainage outlet at 24 Centennial Drive. Comments identifying the presence of the drain tile were submitted by Mr. Mitch McLeod and forwarded to the municipality's engineer and the developer for a response. Municipal staff have indicated that this drainage concern will be addressed at the detailed design stage.

Natural Heritage

Section 2.1 of the PPS 2020 directs that Natural features and areas shall be protected for the long term. The Saugeen Valley Conservation Authority (SVCA) reviewed the proposed development in April 2022 in their capacity as a service provider to the County. They provided preconsultation comments as follows:

“It is the opinion of SVCA staff that the property features adjacent lands to other wetlands. SVCA staff is of the opinion that if development is restricted to the previously disturbed area/manicured lawn, the potential impacts to Other Wetlands will be negligible, and the requirement for an EIS can be waived. As such, it is the opinion of SVCA staff that the proposed development and severance would be consistent with Section 2.1.5 c) of the PPS (2020) and Section 4.3.3.3 of the County of Bruce OP.”

The proposed development appears to be within the manicured lawn area consistent with SVCA comments. No EIS was submitted with the application and staff support SVCA comments waiving the requirement for one.

Hazards

Section 3.0 of the PPS 2020, Protecting Public Health and Safety, directs that development shall be directed away from areas of natural or human-made hazards. Saugeen Valley Conservation Authority (SVCA) comments indicate that the property is not affected by natural hazards. The SVCA comments are attached for Council's review.

Cultural Heritage and Archaeology

Section 1.2 of the PPS, 2020 directs that municipalities shall engage Indigenous communities through the planning process:

“1.2 Coordination

1.2.2 Planning authorities shall engage with Indigenous communities and coordinate on land use planning matters.”

Further In Part IV: Vision for Ontario’s Land Use Planning System, the PPS, 2020 provides;

“The Province’s rich cultural diversity is one of its distinctive and defining features. Indigenous communities have a unique relationship with the land and its resources, which continues to shape the history and economy of the Province today. Ontario recognizes the unique role Indigenous communities have in land use planning and development, and the contribution of Indigenous communities’ perspectives and traditional knowledge to land use planning decisions. The Province recognizes the importance of consulting with Aboriginal communities on planning matters that may affect their section 35 Aboriginal or treaty rights. Planning authorities are encouraged to build constructive, cooperative relationships through meaningful engagement with Indigenous communities to facilitate knowledge-sharing in land use planning processes and inform decision-making.” (PPS, 2020 Pg. 5)

The application was circulated to Saugeen Ojibway Nation (SON), the Historic Saugeen Metis and the Metis Nation of Ontario for comment. The Archaeology Assessment was completed however positive comments were not received from SON by the report submission deadline; therefore, it cannot be determined at this time that the application is consistent with the Provincial Policy Statement 2020.

Zoning By-law 36-09

The Zoning By-law zones the subject lands ‘R1’ (Residential: Low Density Single) and does not permit townhouses. Therefore, the application proposes to rezone the lands to ‘R2’ (Residential: Low Density Multiple), to facilitate the creation of 19 townhouse units. The by-law identifies townhouses that do not front onto a public street as ‘cluster’ townhouses. The application requests relief from the minimum 7.5 metre separation distance between a cluster townhouse and an adjoining property, as required by Section 10.3, footnote (e), (iv). The reduced setback would apply to the following units:

- 6.96 metres for the west (side) yard of Unit 1;
- 6.0 metres for the east (rear) yard of Units 16 to 19;
- 7.31 metres for the south (side) yard of Unit 19; and,
- 7.47 metres for the south (rear yard of Units 11 to 15.

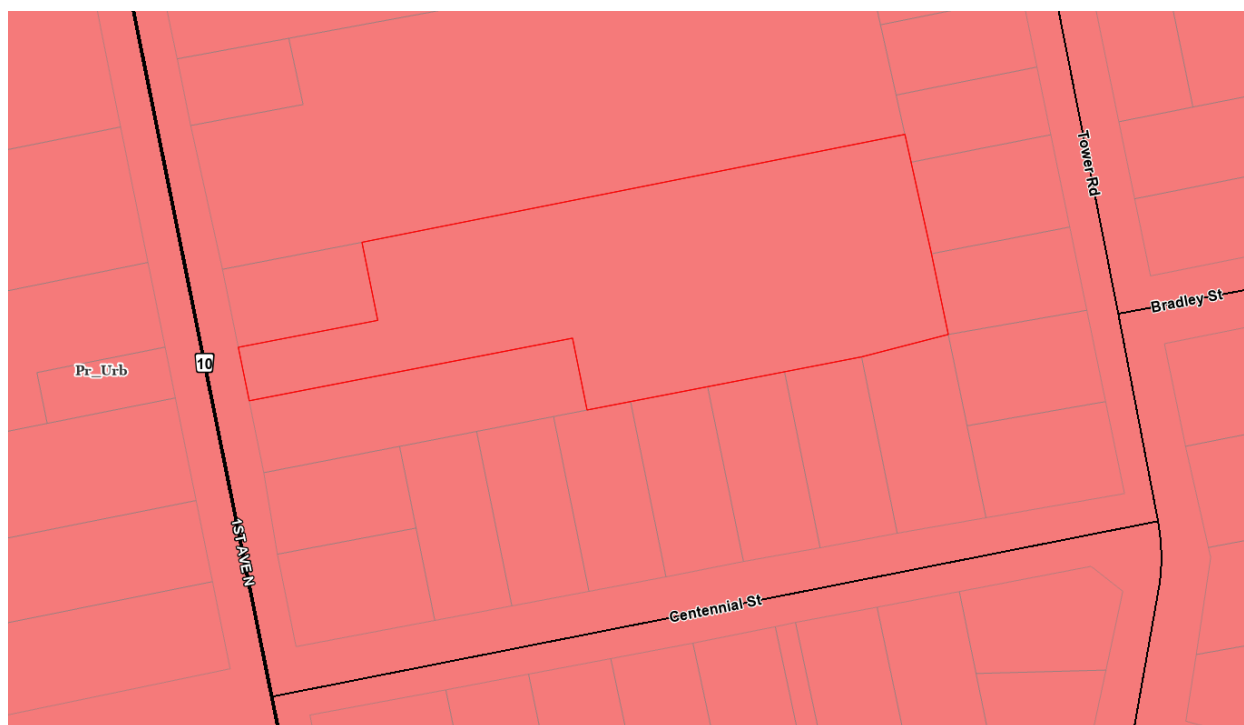
Relief to the total lot coverage has also been requested. This increase will permit a maximum lot coverage of 45% where the by-law specifies a maximum of 40%. The 5% increase represents an additional 457 m² (4919 sq. ft.) area being covered on a .914 ha (2.25 ac) parcel. As of right, the By-law permits 3656 m² of the lot to be covered, with the increase to lot coverage, a total of 4113 m² could be covered with buildings, or just over 1 acre of the 2.25 acre parcel.

No other relief to the provisions of the By-law has been requested. The proposal meets the required 1 parking space per unit and 5 spaces for visitor parking. The minimum landscaped/open space area required is 30% or 2742 m² leaving approximately 2200 m² for driveways, a roadway and visitor parking.

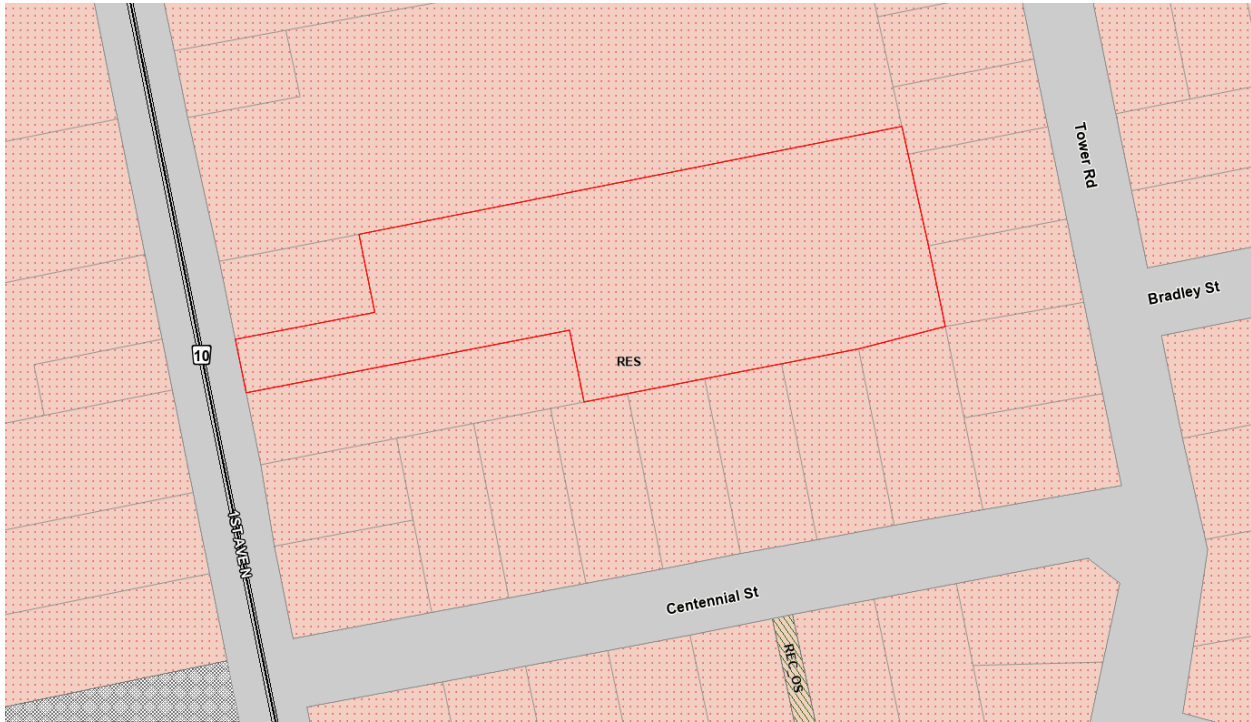
Appendices

- County Official Plan Map
- Local Official Plan Map
- Local Zoning Map
- List of Supporting Documents and Studies
- Agency Comments
- Public Comments
- Site Plan
- Public Notice

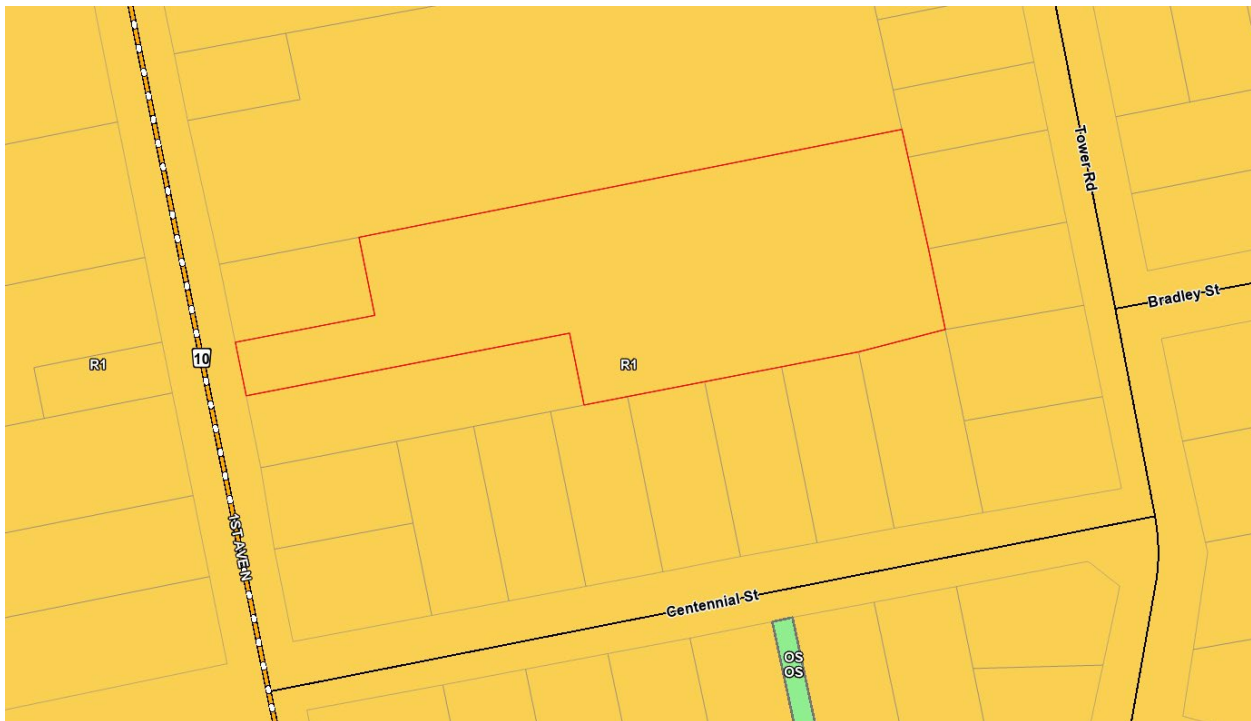
County Official Plan Map (Designated Primary Urban Communities)



Local Official Plan Map (Designated Residential)



Local Zoning Map (Zoned Residential One 'R1')



List of Supporting Documents and Studies

- Planning Report. Proposed Residential Development, 1st Avenue North, Chesley, Part of Park Lot Y, Plan 217 Geographic Town of Chesley, Municipality of Arran-Elderslie, County of Bruce. Ron Davidson Land Use Planning Consultant Inc. February 1, 2023.
- Functional Servicing and Stormwater Management Report. Proposed Townhouse Development 267 1st Avenue North, Town of Chesley, Municipality of Arran-Elderslie.; COBIDE Engineering Inc., January 2023.
- Geotechnical Investigation. Proposed Townhouse Development, 267 1st Avenue North, Chesley, Ontario. CMT Project 22-487.R01 CMT Engineering Inc. September 29, 2022.
- Stage 1-2 Archaeological Assessment. 267 1st Avenue N, Chesley Part of Lot 31 Concession 3, Geographic Township of Elderslie, now Municipality of Arran-Elderslie, Bruce County, Ontario. Detritus Consulting Ltd. Michael Pitul; PIF Number: P462-0134-2022; July 14, 2022.

Agency Comments

The applications were circulated to all properties within 120 m of the subject lands and to the required agencies. The following agency comments were received by the report submission deadline:

Risk Management Office Source Water Protection (RMO) in comments dated May 31, 2023 noted no comment as the property is not located within a vulnerable source protection area where policies apply under the Clean Water Act.

Saugeen Valley Conservation Authority (SCVA): in comments dated June 2, 2023 the SVCA noted,

“SVCA staff has reviewed this application in accordance with our MOA with Bruce County and as per our mandated responsibilities for natural hazard management, including our regulatory role under the Conservation Authorities Act. The proposed application is considered acceptable by SVCA staff. Given the above comments, it is the opinion of the SVCA staff that:

- 1) Consistency with Section 3.1, Natural Hazard policies of the PPS has been demonstrated.
- 2) Consistency with local planning policies for natural hazards has been demonstrated.”

They wish to be notified of the decision on this application.

Bruce County Transportation Services: noted no comment on the application.

Arran-Elderslie staff: in comments dated October 3, 2023, staff noted that the detailed engineering work could be dealt with during the site plan control stage. Staff have indicated to the applicant’s engineer that they should address Mitch McLeod’s drainage issues through the process.

Residents:

Mitch McLeod: in email correspondence commencing June 21, 2023, Mr. McLeod identified that his lot drains through the subject lands to the outlet at 24Centennial Street. As the drainage infrastructure was installed with the approval of Town staff, Mr. McLeod would like to know how the development is going to impact his property and drainage.

Staff response: Town staff have been made aware of the concern and have addressed the issue with the developer and the municipality's engineer and have indicated that the concern can be addressed at the site development stage.

Joan Albright: June 25, 2023 correspondence seeking additional information about the proposal on behalf of Mitch McLeod.

Nancy Kirk and Bill Treadway: in email correspondence dated September 26, 2023, the writer asked questions about the type of units, fencing, trees along the property line and the project start date.

Jeanette and Martin Fitzpatrick: in correspondence dated September 29, 2023 concerns were raised about the financial impact of the water and sewer infrastructure on the municipality, traffic flow and signals, the proposed stormwater management plan and if there's a risk/impact to neighboring properties with the proposal, and the request for the reduced separation distance between a cluster townhouse and abutting property and the increase in maximum lot coverage from 40% to 45%.

From: [Karen Gillan](#)
To: [Lori Mansfield](#)
Cc: [Jennifer Burnett](#); [RMO Mailbox](#)
Subject: RE: Request for Agency Comments and Notice of Complete Application Z-2023-015 Shepherd
Date: Wednesday, May 31, 2023 9:02:08 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

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Good morning,

Please note that this property is not located within a vulnerable source protection area where policies apply under the Clean Water Act, therefore we have no comments.

Thank you for circulating to this office.

Karen Gillan

Risk Management Official

226-668-2556 (mobile)
 548-877-0599 (office)
 237897 Inglis Falls Road
 Owen Sound, ON N4K 5N6
www.greysauble.on.ca



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From: Lori Mansfield <LMansfield@brucecounty.on.ca>
Sent: May 30, 2023 4:49 PM
To: Bruce County Planning - Peninsula Hub <bcplwi@brucecounty.on.ca>
Cc: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Subject: Request for Agency Comments and Notice of Complete Application Z-2023-015 Shepherd

Good Afternoon:

Attached please find a Request for Agency Comments and Notice of Complete Application with respect to Z-2023-015 Shepherd.

Please also find the Application, Planning Justification Report, Servicing and Stormwater Management Report, Geotechnical Report and Archaeological Assessment, for your information and review.

Should you have any questions, please contact our office.

Yours truly,
Lori Mansfield

Lori Mansfield
Applications Technician
Planning and Development
Corporation of the County of Bruce

Office: 519-534-2092
Direct: 1-226-909-5987
www.brucecounty.on.ca



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www.saugeenconservation.ca
publicinfo@svca.on.ca

SENT ELECTRONICALLY ONLY (jburnett@brucecounty.on.ca, bcplwi@brucecounty.on.ca)

June 2, 2023

County of Bruce Planning & Development Department
 268 Berford Street, PO Box 129
 Wiarton, ON N0H 2T0

Attention: Jenn Burnett, Planner, Bruce County

Dear Jenn Burnett:

RE: Application for Zoning By-Law Amendment: Z-2023-015
 267 1st Avenue North
 Roll No. 410339000107600
 CON 3 PT LOT 31; PLAN 217 PT PARK LOT Y RP; 3R10669 PART 2
 Geographic Town of Chesley
 Municipality of Arran-Elderslie (Shepherd)

Saugeen Valley Conservation Authority (SVCA) staff has reviewed the above-noted application as per our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020) and as a regulatory authority under Ontario Regulation 169/06 (SVCA's Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). SVCA staff has also provided comments as per our Memorandum of Agreement (MOA) with Bruce County representing natural hazards; and the application has been reviewed through SVCA's role as a public body under the *Planning Act* as per our Conservation Authority (CA) Member approved Environmental Planning and Regulations Policies Manual, amended October 16, 2018.

Purpose

The purpose of this application is to rezone a parcel of land from R1 to R2 to facilitate a residential development involving 19 townhouse dwellings along a new private road. Site specific regulations to the R2 zoning are requested to provide relief from Section 10.3, footnote (3)(iv), to permit a reduced separation distance between a cluster townhouse and an abutting lot from 7.5 meters to 6.0 meters for five of the units. An additional site-specific regulation is requested to provide flexibility for the proposed tenure of the planned townhouse units, and requests that the maximum lot coverage of 40% be increased to 45%.

SVCA Staff have reviewed the following documents associated with this application:

- 1) Planning Justification Report
- 2) Functional Servicing and Stormwater Management Report
- 3) Archaeological Assessment
- 4) Geotechnical Report

Recommendation

SVCA staff find the application acceptable. We elaborate in the following paragraphs.

Delegated Responsibility and Advisory Comments

SVCA staff has reviewed the application through our delegated responsibility from the Province to represent provincial interests regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020). We have also reviewed the application through our responsibilities as a service provider to Bruce County in that we provide expert advice and technical clearance on *Planning Act* applications with regards to natural hazards, and water resources as set out in the PPS 2020, County Official Plan and/or local official plans. Comments below only include features/technical requirements affecting the property.

Natural Hazards

SVCA hazard mapping indicates the subject property is not affected by natural hazards. As such, SVCA is of the opinion that the proposed development is in conformance with hazard policies of the PPS (2020), the Bruce County Official Plan, and the Municipality of Arran-Elderslie OP.

Drinking Water Source Protection

The subject property appears to SVCA staff to not be located within an area that is subject to the local Drinking Water Source Protection Plan.

Stormwater Management (SWM):

In accordance with our MOA with the County of Bruce, SVCA does not review SWM plans that outlet to existing storm sewers. However, we do recommend a level of “enhanced treatment” given stormwater will ultimately outlet to the Saugeen River. SVCA find the SWM Plan to be acceptable.

Statutory Comments

SVCA staff has reviewed the application as per our responsibilities as a regulatory authority under Ontario Regulation 169/06 (SVCA’s Development, Interference with Wetlands, and Alterations to Shorelines and Watercourses Regulation). This regulation, made under Section 28 of the *Conservation Authorities Act*, enables SVCA to regulate development in or adjacent to river or stream valleys, Great Lakes and inland lake shorelines, watercourses, hazardous lands and wetlands. Subject to the CA Act, development taking place on or adjacent to these lands may require permission from SVCA to confirm that the control of flooding, erosion, dynamic beaches, pollution or the conservation of land are not affected. SVCA also regulates the alteration to or interference in any way with a watercourse or wetland.

“Development” as defined under the *Conservation Authorities Act* means:

- a) the construction, reconstruction, erection or placing of a building or structure of any kind;
- b) any change to a building or structure that would have the effect of altering the use or potential use of the building or structure, increasing the size of the building or structure, or increasing the number of dwelling units in the building or structure;
- c) site grading; or,
- d) the temporary or permanent placing, dumping or removal of any material, originating on the site or elsewhere.

And;

“Alteration” as per Section 5 of Ontario Regulation 169/06 generally includes the straightening, diverting or interference in any way with a river, creek, stream, or watercourse, or the changing or interfering in any way with a wetland.

SVCA Permission for Development or Alteration

SVCA hazard mapping indicates the subject property is subject to Ontario Regulation 169/06. As such, permission for development from this office is not required on this lot. The proposed development associated with this application will need permission from this office. Please note, this letter is not permission for development.

Summary

SVCA staff has reviewed this application in accordance with our MOA with Bruce County and as per our mandated responsibilities for natural hazard management, including our regulatory role under the *Conservation Authorities Act*.

The proposed application is considered acceptable by SVCA staff.

Given the above comments, it is the opinion of the SVCA staff that:

- 1) Consistency with Section 3.1, Natural Hazard policies of the PPS has been demonstrated.
- 2) Consistency with local planning policies for natural hazards has been demonstrated.

Please inform this office of any decision made by the County with regard to this application. We respectfully request to receive a copy of the decision and notice of any appeals filed. Should you have any questions, please contact the undersigned at m.cook@svca.on.ca.

Sincerely,



Michael Cook
Environmental Planning Technician
Saugeen Conservation
MC/

cc: Moiken Penner, Authority Member, SVCA (via email)
Building Department, Municipality of Arran-Elderslie (via email)
Ron Davison, Planning Consultant (via email)

Existing Structures	None
Proposed Uses	Residential
Proposed Structures	19 townhouse dwelling
Existing Services	None
Proposed Services	Municipal
Access	County Road
Surrounding Land Uses	North - Vacant; West - Residential; South - Residential; East - Residential
Designations and Zones	Existing
County Official Plan	Primary Urban Communities
Local Official Plan	Residential
Zoning By-law	R1 - Low Density Single
Designations and Zones	Proposed
County Official Plan	No change
Local Official Plan	No change
Zoning By-law	R2 – Low Density Multiple

File Number: Z-2023-015

Agency: Bruce County Transportation Services

No Comment: X

Title: Eng. Technician

Signature:



Comments:

From: [Sylvia Kirkwood](#)
To: [Jennifer Burnett](#)
Cc: [Christine Fraser-McDonald](#); [Scott McLeod](#); [Pat Johnston](#); [Lori Mansfield](#)
Subject: RE: Z-2023-015 Shepherd- Request for Documents
Date: Tuesday, October 3, 2023 2:56:48 PM
Attachments:

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Hi Jenn, We are sorry for the delay in responding to your questions below. We would be supportive to continue with the recommendation report proceeding and the detailed engineering work be dealt with during the site plan control. Scott has indicated to the applicant's engineer Cobide that they should address Mitch's drainage issues. I can speak to you about this if you are available. Thanks, Sylvia

From: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Sent: October 2, 2023 4:15 PM
To: Sylvia Kirkwood <SKirkwood@arran-elderslie.ca>
Cc: Christine Fraser-McDonald <CFraser@arran-elderslie.ca>; Scott McLeod <SMcLeod@arran-elderslie.ca>; Pat Johnston <PJohnston@arran-elderslie.ca>; Lori Mansfield <LMansfield@brucecounty.on.ca>
Subject: RE: Z-2023-015 Shepherd- Request for Documents

Happy Monday all,

Just following up on staff comments for this file. Happy to have a phone call to scope down the issues and discuss.

Jenn

From: [REDACTED]
To: [Jennifer Burnett](#)
Cc: [Scott McLeod](#); [Sylvia Kirkwood](#)
Subject: Re: File Number: Z-2023-015 Shepherd
Date: Tuesday, September 26, 2023 2:14:54 PM

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Ok. I will wait for an update from Scott.

Mitch

On Tue, 26 Sept 2023 at 10:17, Jennifer Burnett <JBurnett@brucecounty.on.ca> wrote:

Hi Mitch,

I will include your comment in the report to Council. By way of this email, I'd like to connect you with Scott McLeod who has been working with the Municipality's engineer and may be able to discuss the plan moving forward and the impact to your drainage.

Jenn

From: Mitch McLeod [REDACTED]
Sent: Monday, September 25, 2023 8:24 PM
To: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Subject: Re: File Number: Z-2023-015

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Hi Jenn,

In your previous email you said "The application won't go forward to a Public Meeting until this drainage issue has been substantially addressed." I have recently received a notice for a public meeting. Are you able to share the outcome of the discussion between the developer and the municipality's engineer? I haven't received anything official about the drainage being addressed and haven't noticed anything different on the plans online. Can you also make sure my concern is brought up during the public meeting?

Thank you,

Mitch

On Wed, 12 Jul 2023 at 13:23, Jennifer Burnett <JBurnett@brucecounty.on.ca> wrote:

Hi Mitch,

The developer is still working with the municipality's engineer to address the stormwater management. As your lot is draining through the developer's property, they will need to speak with you about any proposed changes. Please keep in mind that as there is no drainage easement agreement in your favor, you may be financially responsible for your own on-site drainage works remediation.

The application won't go forward to a Public Meeting until this drainage issue has been substantially addressed.

Happy to speak with you further on this.

Jenn

From: Mitch McLeod [REDACTED]
Sent: Wednesday, July 12, 2023 11:08 AM
To: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Subject: Re: File Number: Z-2023-015

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Hi Jenn,

Just wondering if you have any updates?

Thank you,

Mitch McLeod

On Jun 23, 2023, at 14:07, Jennifer Burnett <JBurnett@brucecounty.on.ca> wrote:

HI Mitch,

Thank you for providing this information. Did you happen to obtain a drainage easement across 267 to the catchbasin in the back yard of #24?

It appears that the location of the proposed townhouses will disrupt the existing tile drain. I will forward this on for review and comment to the engineer and will get back to you early next week.

Jenn

From: Mitch McLeod [REDACTED]
Sent: Friday, June 23, 2023 1:52 PM
To: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Cc: Chris Legge <clegge@arran-elderslie.ca>
Subject: Re: File Number: Z-2023-015

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Jenn, here are the details and documents as requested. I also met with Chris Legge from the municipality and included him in my response. If needed he can send over the municipality's GIS map showing the location of the catch basin that I had installed on my property.

Prior to me purchasing my property in May of 2014 the previous land owner of 267 1st Ave North received numerous loads of fill from the site of the new Bluewater District School Board building at the north end of town (one picture is attached and others can be seen on google maps (June 2009)). After being levelled and graded, the fill landlocked all of the rain water on my property (still easy to see when on site) and did not allow the water to run into the existing municipal catch basins.

Currently there is a 4" non-perforated tile that runs straight across to my property (275 1st Ave N) from the municipal catch basin in the backyard of 24 Centennial Street (see attached picture). The tile is approximately 200' long and starts at a depth of roughly 1 foot at my property and gets deeper by approximately 2" every 10' until reaching its final depth at the municipal catch basin (access grate has been covered over by the neighbours lawn decorations so, I was unable to get the exact depth). Prior to installing this tile the previous municipal works foreman and manager (Ivan Langerap & Vern Wepler) met with me to discuss the best course of action. They brought their transit level with them and determined that the catch basin in the backyard of 24 Centennial Street was the best option for me to use and granted permission to do so. Along with the permission of the previous land owner of 267 1st Ave North I hired and paid for a contractor to install the tile and catch basin in November of 2015.

Please let me know if there is anything you need.

Thanks for your help!

Mitch

On Thu, 22 Jun 2023 at 14:38, Jennifer Burnett
[REDACTED] wrote:

Hi Mitch,

If you could provide formal comments on the application to myself as well as the Town that would be helpful as their staff need to be aware of the

constraints when evaluating the servicing. If you have a location map detailing the location, size, depth etc of the tile drain and any easement documents, that would be helpful as well. The municipality's engineer is reviewing the proposed servicing so I can forward your information to him. He's on holiday this week so if you can provide additional info by Monday, I can review with the Town and determine if the engineer needs to review it.

Jenn

From: Mitch McLeod [REDACTED]
Sent: Thursday, June 22, 2023 2:30 PM
To: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Subject: Re: File Number: Z-2023-015

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Thanks, Jenn!

As far as I can see the drawings show the existing catch basin, but there is no mention of the existing tile that runs into it from my property. Can you provide any direction on what steps I should take to ensure it isn't missed if/when construction takes place?

Thanks for your help!

Mitch

On Thu, 22 Jun 2023 at 10:20, Jennifer Burnett
 <JBurnett@brucecounty.on.ca> wrote:

Hello Mitch,

Attached is the servicing report. Please see Pgs. 7 (Section 4.3.2 POST DEVELOPMENT CONDITIONS) & 17 (site servicing plan). Please let me know if you require additional information or wish to discuss your concerns further.

Jenn

Jennifer Burnett
Senior Planner
Planning and Development
Corporation of the County of Bruce

Office: 519-881-1782
www.brucecounty.on.ca

-image001.png-

From: Mitch McLeod [REDACTED]
Sent: Thursday, June 22, 2023 10:03 AM
To: Lori Mansfield <LMansfield@brucecounty.on.ca>
Cc: Jennifer Burnett <JBurnett@brucecounty.on.ca>
Subject: Re: File Number: Z-2023-015

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Thanks, Lori!

Jenn, are you able to share where the proposed stormwater lines and catch basins will be located? I am slightly concerned that my 4" tile drain will be destroyed during construction (see previous email) and the water will be unable to drain away from my property. I understand if you aren't able to share this information yet (if you even have it).

Thank you,

Mitch

On Wed, 21 Jun 2023 at 15:39, Lori Mansfield
<LMansfield@brucecounty.on.ca> wrote:

Good Afternoon:

Thank you for your interest in Zoning By-Law Amendment
Application Z-2023-015.

Attached is the Site Plan, as requested.

I have copied Sr. Planner Jenn Burnett on this email, as she the
Planner assigned to this file.

Yours truly,

Lori Mansfield

Lori Mansfield
Applications Technician
Planning and Development
Corporation of the County of Bruce

Office: 519-534-2092
Direct: 1-226-909-5987
www.brucecounty.on.ca

<image001.png>

From: Mitch McLeod [REDACTED]
Sent: Wednesday, June 21, 2023 3:05 PM
To: Bruce County Planning - Peninsula Hub
<bcplwi@brucecounty.on.ca>
Subject: File Number: Z-2023-015

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Good afternoon,

I'm wondering if it is possible to have a PDF version of the site plan for File Number: Z-2023-015 emailed to me? I have the property to the North (275 1st Ave North) of the property that is requesting the zoning change. The reason I am requesting the site plan is, currently there is a 4" tile drain that runs from my property across the property requesting the change to a municipal drain in the backyard of a house on Centennial Street. The municipality is aware of this tile drain and I also had a brief conversation with the new owner about it. I just want to make sure it doesn't get forgotten in the process.

Thank you,

Mitch McLeod

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Jennifer Burnett
Senior Planner
Planning and Development
Corporation of the County of Bruce

Office: 519-881-1782

www.brucecounty.on.ca



**Orange Shirt Day / National Day for Truth and Reconciliation |
September 30**



Join us in reflecting, showing support, and joining the global conversation on this day that honours the thousands of First Nations, Metis, and Inuit children across Canada who were forced to attend residential schools. Artwork by Taylor Cameron, Saugeen First Nation. To learn more visit [Orange Shirt Society - Creating Awareness \(orangeshirtday.org\)](http://orangeshirtday.org)

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From: [Joan Albright](#)
To: [Jennifer Burnett](#)
Subject: RE: Z-2023-015 Shepherd- Request for Documents
Date: Friday, July 28, 2023 12:22:13 PM
Attachments: [image005.png](#)
[image001.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)

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Hi Jennifer,

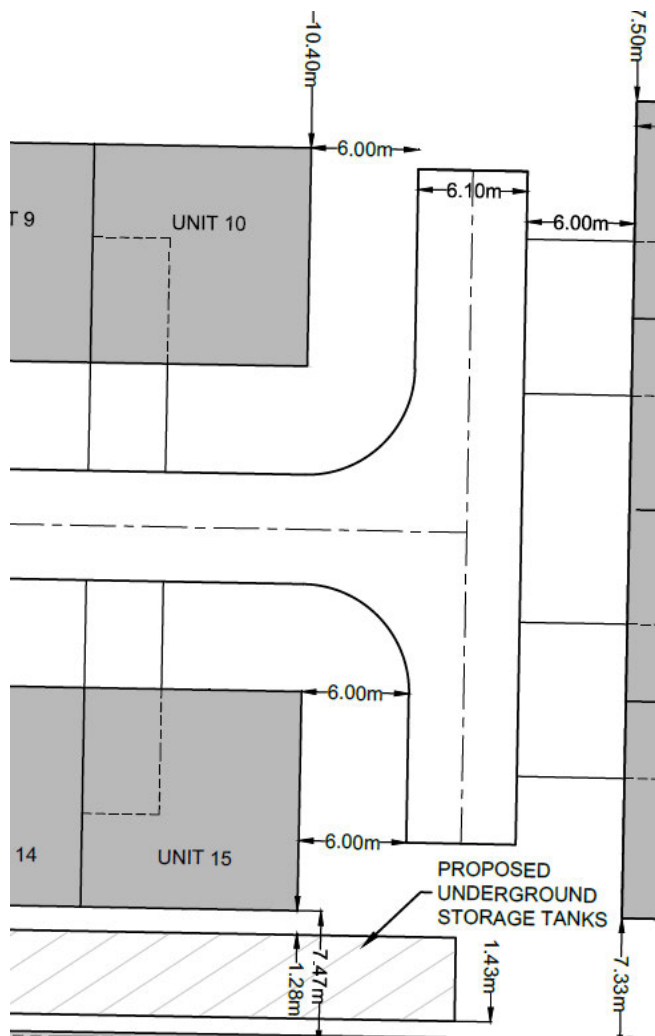
Thank you. I have some other questions which would be better for the applicant to deal with before the public meeting.

I haven't seen anything in the reports about snow removal. The size of the development on the property seems pretty tight. Where would snow be piled up? Would snow be loaded onto trucks and hauled away each time it snows? Where would the snow be dumped? If all units have a vehicle parked in respective driveways, how would snow removal be carried out?

I'm trying to imagine a fire in the winter time when the Fire Department shows up with multiple vehicles which become jammed up in the T-shaped driveway turn-around, (not a normal turn-around – it's a drive in, back up and turn out) could require backing out onto County Road 10 in some conditions.

Snapshots from report:

There will be private road throughout the development with a provision for fire truck turn-around. The entrance will be located off 1st Avenue North.



Fire Hydrants: the report states,

Fire hydrants will be placed throughout the site at a spacing no greater than 90m to provide fire department connections. After the last hydrant, the main will downsize to a 50mm diameter service.

According to the site plan, using the southern boundary measurements, the total length of the property is, $96.012\text{m} + 105.156\text{m} = 201.572\text{ m}$ or 661.3255 ft .

The above statement has the hydrants spaced 90m, or 295.2756 ft. First hydrant would be 90 m (295.28 ft); second hydrant would be 180 m (590.5512 ft) into the site, leaving 21.572 m (70.077428 ft) from the east boundary.

Rear yard at east end is average 6.23 m (20.44 ft), unit length is 12.19 m (39.99 ft) parking space length is 6 m (19.69 ft) which total 24.42 m (80.12 ft) so the second hydrant would be in the front yard of a unit along the east end.

The above statement provides that “after the last hydrant, the main will downsize to a 50mm (2”) service” to be used to service each of the units – 15 of which have already been passed if a second hydrant is installed.

Seems odd. Why not just state where the hydrants will be placed after consultation with the Fire Chief?

4.2 PROPOSED DRAINAGE CONDITIONS

The intent of the stormwater drainage plan for the townhouse development is proposed to collect the runoff from the site and convey the runoff away from neighbouring residential lots.

How will the rain and snow melt be collected? How will it get to the proposed storage tanks? Curbs & gutters?

There is an existing storm drain from the property north of this development, 275 1st Ave N, which travels across the Applicant's land and connects to the rear yard catch basin between houses 20 and 24 on Centennial St which the Applicant intends to connect to for stormwater.

With the consent of the Municipality, the existing storm drain was extended from 275 1st Ave N, southerly across the sellers' property, now the Applicant's, to the catch basin referred in the application to alleviate runoff from the Applicant's property post fill. Whether or not there is an easement for the storm drain on the Applicant's property – it exists because it was approved. The Applicant should perhaps get legal advice as to interfering with a storm drain permitted by the Municipality.

When the applicant purchased this property, did the sellers disclose the location of the storm drain across his proposed property purchase? If not, perhaps he should consult with the sellers.

6. TRAFFIC AND ROADS

Vehicular access to the development will be from 1st Avenue North.

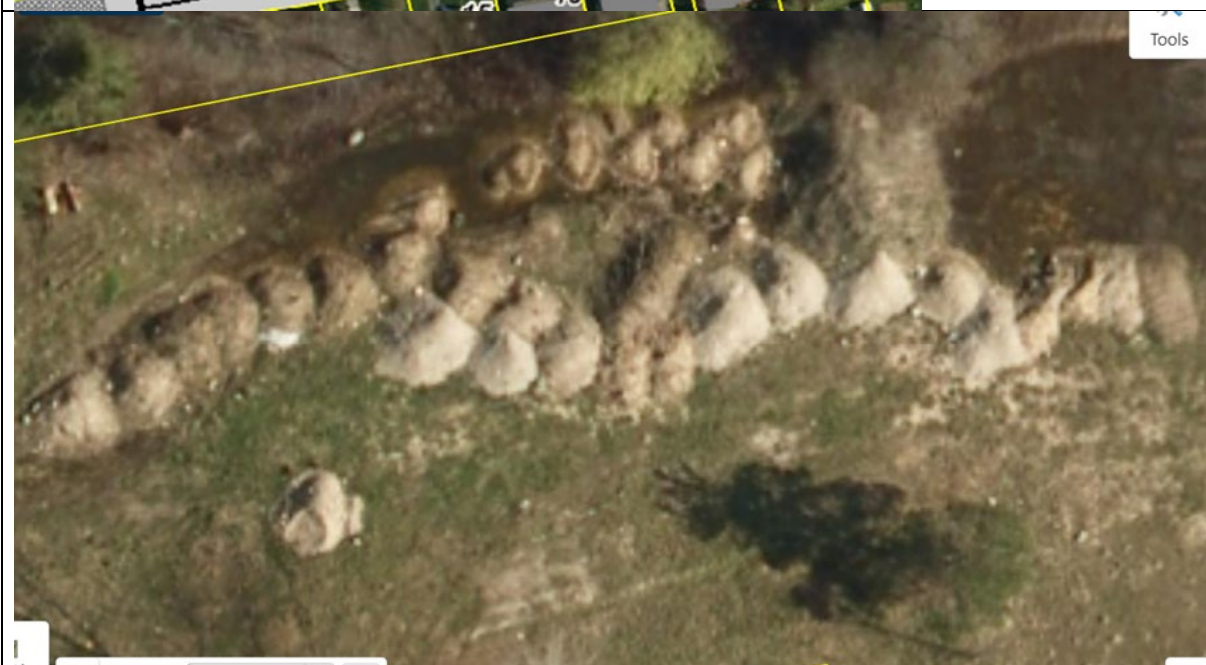
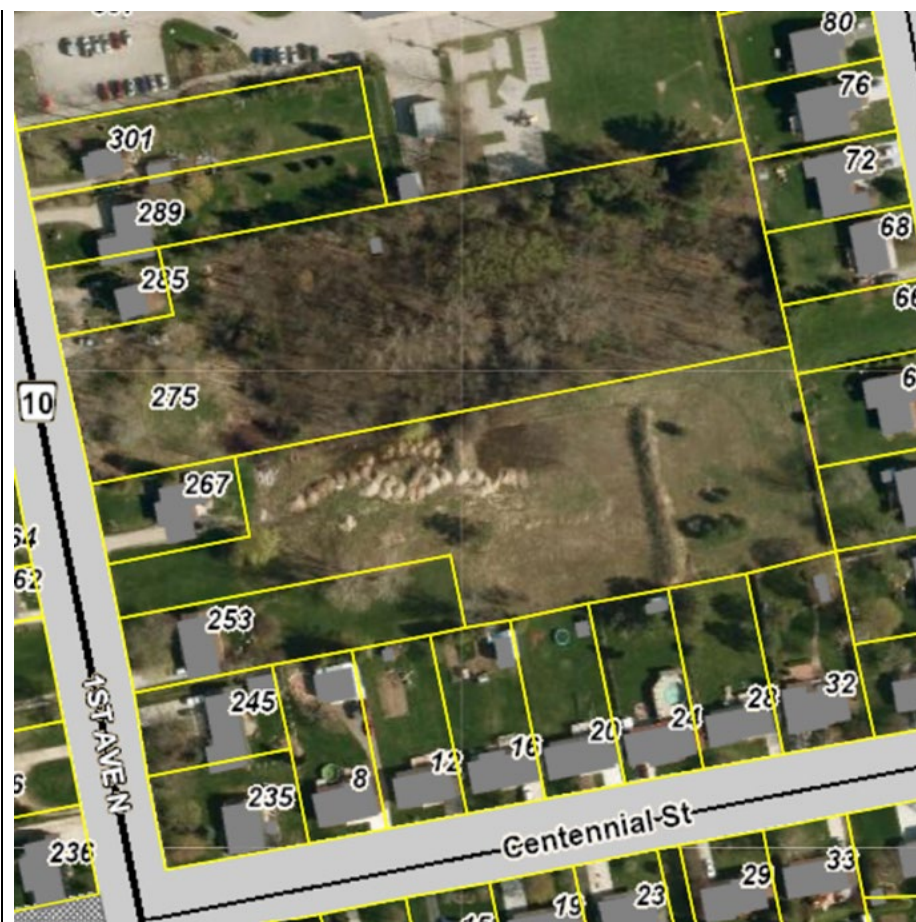
The proposed internal road and parking area will be designed to meet the laws. The following parameters are proposed:

- 6.1m road width;
- 6.0m wide Fire Route with 12.0m radius;
- 5 visitor parking spaces;

Is a T-intersection a 12m (39.4 ft) radius?

As to the alleged fill from the Board of Education building site, these 2010 aerial views from the County GIS mapping show up to about 25-28 dump truck loads which would each contain from 12 to 20 tons of gravel or, 8 to 10 cu yards, totalling up on the lower number with today's large trucks to: 25 loads x 20 tons = 50 tons (50 x 2000 = 100,000 pounds) – no idea what area received so much gravel.





Joan Albright



From: Jennifer Burnett <JBurnett@brucecounty.on.ca>

Sent: July 28, 2023 9:21 AM

To: Joan Albright [REDACTED]; Bruce County Planning - Peninsula Hub <bcplwi@brucecounty.on.ca>

Subject: RE: Z-2023-015 Shepherd- Request for Documents

Hi Joan,

Just following up to confirm that your questions have been forwarded to the Developer for a response.

Thank you,
Jenn

Jennifer Burnett

Senior Planner

Planning and Development

Corporation of the County of Bruce

Office: 519-881-1782

www.brucecounty.on.ca



From: Joan Albright <[REDACTED]>

Sent: Wednesday, July 26, 2023 3:41 PM

To: Bruce County Planning - Peninsula Hub <bcplwi@brucecounty.on.ca>

Cc: Jennifer Burnett <JBurnett@brucecounty.on.ca>

Subject: RE: Z-2023-015 Shepherd- Request for Documents

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Good afternoon,

I have downloaded all the files at this link, so unless there are more, it will not be necessary to send them to me.

I have one question about why the severed lot in the northwest corner is included in a zoning change application for the rest of the original lot. The engineer has clearly included the severed lot within the property boundary.

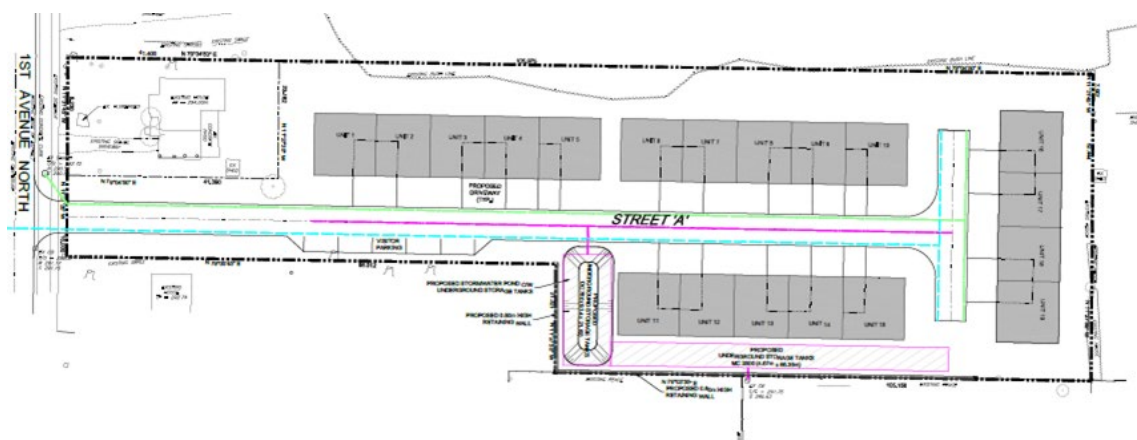
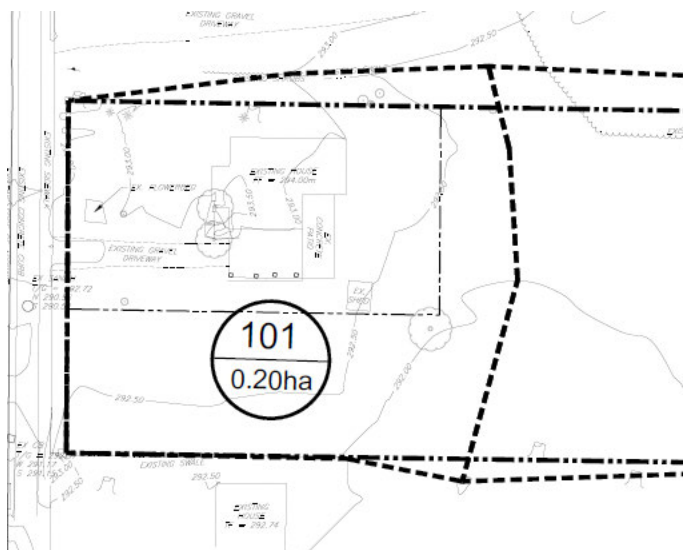
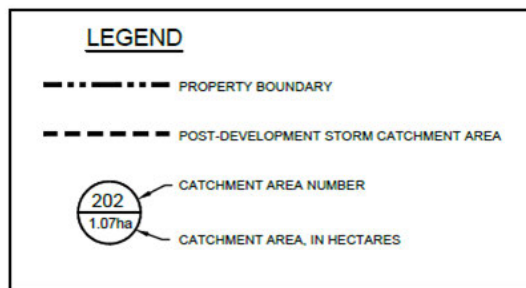
Just seems odd. Thanks, a lot!

COBIDE
ENGINEERING INC

517 10th Street, Hanover, Ontario N4N 1R4
Telephone: (519) 506-5959
www.cobideeng.com

Shepherd Townhouses Chesley
Municipality of Arran-Elderslie
County of Bruce
Concept Plan

JAMIE SHEPHERD



Joan Albright

From: Bruce County Planning - Peninsula Hub <bcplwi@brucecounty.on.ca>

Sent: July 26, 2023 3:23 PM

To: Joan Albright <[REDACTED]>

Cc: Jennifer Burnett <JBurnett@brucecounty.on.ca>

Subject: RE: Z-2023-015 Shepherd- Request for Documents

Good Afternoon:

Thank you for your email. It has been forwarded to Sr. Planner Jenn Burnett for review and response.

In the interim, below is a link to the application, site plan and supporting documents. **Please note, this link will remain active for 14 days.**

<https://can01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.sendthisfile.com%2FI0oHREPiDMYG3ISH9fWafdyd&data=05%7C01%7CImansfield%40brucecounty.on.ca%7C06705dad2fa44096f6a508db8e0bd49f%7Cfd89d08b66c84a86a12d6fcc6c432324%7C0%7C0%7C638259953687095066%7CUnknown%7CTWFpbGZsb3d8eyJWljoImCM4wLjAwMDAilCJQljoiv2luMzliiCjBtil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=mS2n30As7Fk%2Brms6bt3c8Y%2B4mkqzz5aBWMEstMxm4mE%3D&reserved=0>

Thank you,

Lori Mansfield

From: Joan Albright <[REDACTED]>
Sent: Tuesday, July 25, 2023 4:51 PM
To: info <info@brucecounty.on.ca>
Subject: Z-2023-015 Shepherd- Request for Documents

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Good afternoon,

Acting on behalf of Mitch McLeod, could you please email me all the documents listed on your web page as follows:

The following supporting documents are available upon request: Application, Site Plan, Planning Justification Report, Functional Servicing and Stormwater Management Report, Archaeological Assessment and Geotechnical Report.

In addition, is there a site plan showing the elevation of the property before and after tons of fill were deposited on this site from the School Board Office building site, and a compaction report of the fill for construction of the town houses?

Is there a drainage plan to protect surrounding lots from rain falling on so many rooftops and paving and how that storm water will be collected and piped to the 1st Ave N storm sewer?

That's all for now – thank you, very much,

Joan Albright
 [REDACTED]

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our ability to send messages to you in the future.

From: [REDACTED]
To: [Bruce County Planning - Peninsula Hub](#); [REDACTED]
Subject: Proposed Development File Z-2023-015
Date: Tuesday, September 26, 2023 11:18:51 AM

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1. What type of units are proposed! Geared to income? Seniors? Low income?
2. We believe two walnut trees are on or just outside of our property line. It appears the proposed holding tank would likely uproot these trees. We wish to keep these trees
3. Will builder financially take charge of putting up a permanent privacy fence between existing houses' backyards and new development.
4. What is the proposed start date and estimated completion
5. Is there any type of compensation to existing homeowners for excessive noise, dust, etc., during construction period.

Thank you

Nancy Kirk
 Bill Tredway

From: [REDACTED]
 To: [Bruce County Planning - Peninsula Hub](#)
 Subject: File Number Z-2023-015 _ Retraction of email I sent earlier today
 Date: Friday, September 29, 2023 10:35:28 PM

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County of Bruce
 Planning and Development Department
 268 Berford Street, PO Box 129
 Wiarton, ON N0H 2T0
 226-909-5515

Attention Jenn Burnett, Planner on this file

Dear Jenn,

As per our conversation, please disregard and strike from Bruce County records the email and post script to that email dated September 28, 2023, sent at 4:52 PM and 5:04 PM. respectively.

After I had sent these messages, I thought of another question, regarding fencing. Before sending a third message, I decided to look at the recommended website for "<https://www.brucecounty.on.ca/land-use-planning>". There I found the "[4337 Planning Justification Report Z15 Shepherd file.pdf](#)" which listed a Planning Report dated February 1, 2023 and not included in correspondence to me directly, thus far from the Bruce County Planning and Development Department. This document had answers to many of the questions asked in my earlier email - which I wish to retract. Instead, the following questions reflect some, perhaps not all, of the concerns of neighbouring residents regarding the proposed change in our neighbourhood to rezone the parcel of land from R1 to R2 to facilitate a 19-unit townhouse development along a new private road located north of Centennial Street, Chesley, Ontario, N0G 1L0, per File Number Z-2023-015.

- 1) a) Is there adequate road allowance in the space allotted for the new private road, to accommodate vehicle traffic in and out of the land development?
- 1) b) What will be the configuration of the automobile traffic control signage, e.g. one stop sign for traffic exiting the land development?
- 2) Regarding the private road which "will be owned by the condominium corporation", please verify who pays for repairs to and snow removal from the private road, including in the foreseeable future?
- 2) Regarding this private road and/or subject land development, who pays for sanitary sewers, maintenance, installation of water and hydro lines during development and in the future? Will any of these costs be passed on to the residents of Chesley in the form of levies or taxes?

3) Will any costs associated with this proposed land development create an "undue burden on the taxpayers of the Municipality" now or in the foreseeable future?

4) Why is there a request for a reduced separation distance between a cluster townhouse and an abutting lot changed from 7.5 meters to 6.0 metres for five of the units and an increase to the maximum lot coverage from 40% to 45%?

5) a) Are there any risks to neighbouring properties as a result of the proposed stormwater pond and/or underground storage tanks, and/or retaining walls?

5) b) What is the anticipated life of the stormwater pond, storage tanks and respective retaining walls?

5) c) What stipulations will be in place to ensure the integrity of the stormwater pond, storage tanks, and respective retaining walls in the distant future and whose responsibility will it be to ensure the same?

5) d) Are all costs associated with the proposed stormwater pond, storage tanks and respective retaining walls the responsibility of the condominium corporation?

6) The following Planning Report statements are heartening.

"It is unlikely that the units will fall within the "affordable" category; however, the units will likely be financially attainable for many households."

"These townhouse condominiums are typically geared toward the Seniors markets, as the units are smaller in size and require a minimal amount of yard maintenance. This form of housing may also be desirable for young families that are first-time home buyers, since the units will be more affordable than detached dwellings."

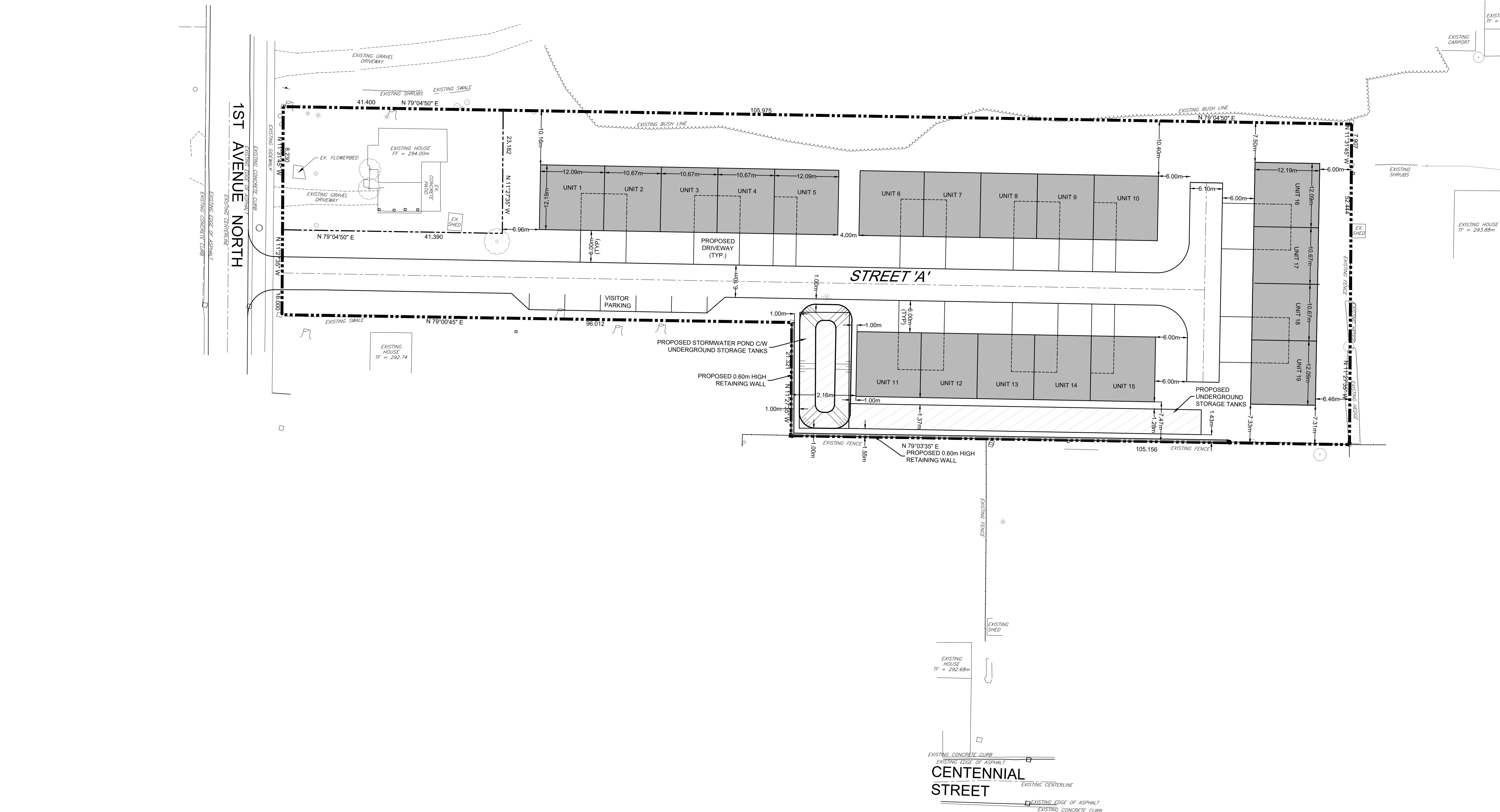
"The units will not be rentals."

8) Has consideration been given to signage on Bruce County Road 10 and 1st Avenue North in regard to alerting motor traffic about this proposed new street? Many motorists do not obey the speed limit in the area. In fact, one resident on 1st Avenue North, further north of the proposed private road, has posted a homemade sign reminding motorists to slow down because the speed limit is still 50km per hour.

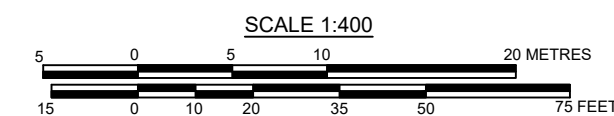
We trust the content of this email will be addressed at the upcoming Public Meeting in Chesley on October 10, 2023.

Submitted by

Jeannette & Martin Fitzpatrick
8 Centennial St, PO Box 991
Chesley, ON N0G 1L0



Notes

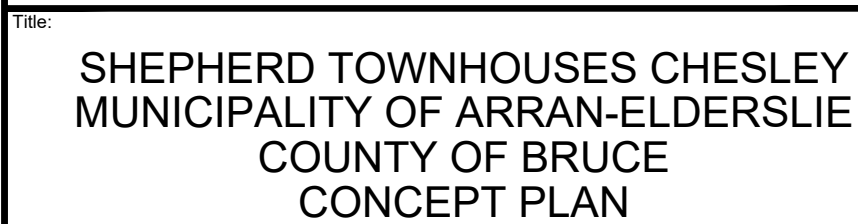


Benchmark Information

[illegible]

REVISION / ISSUE

Seal not valid unless signed and dated



Client: JAMIE SHEPHERD

Design:	TLB	Scale:	1:400
Drawn:	ARMH	Approved:	
Checked:	TLB		
Date:	JAN 2023		



County of Bruce
 Planning & Development Department
 268 Berford Street, PO Box 129
 Wiarton, ON N0H 2T0
 brucecounty.on.ca
 226-909-5515



September 5, 2023

File Number: Z-2023-015

Public Meeting Notice

**You're invited to participate in a Public Meeting
 to consider Zoning By-Law Amendment File No. Z-2023-015
 October 10, 2023 at 9:00 am**

A change is proposed in your neighbourhood: The purpose of this application is to rezone a parcel of land from R1 to R2 to facilitate a 19-unit townhouse development along a new private road. The application also requests a reduced separation distance between a cluster townhouse and an abutting lot from 7.5 metres to 6.0 metres for five of the units and an increase to the maximum lot coverage from 40% to 45%.



ELDERSLIE CON 3 PT LOT 31; PLAN 217 PT PARK LOT Y RP; 3R10669 PART 2
 Municipality of Arran-Elderslie (Formerly Chesley)
 Roll Number: 410339000107600

Learn more

Additional information about the application is available at <https://brucecounty.on.ca/living/land-use>. Information can also be viewed in person at the County of Bruce Planning Office noted above, between 8:30 a.m. and 4:30 p.m. (Monday to Friday).

The Planner on the file is: Jenn Burnett

Have your say

Comments and opinions submitted on these matters, including the originator's name and address, become part of the public record, may be viewed by the general public and may be published in a Planning Report and Council Agenda. Comments received after September 28, 2023 may not be included in the Planning Report but will be considered if received prior to a decision being made, and included in the official record on file.

Please contact us by email at bcplwi@brucecounty.on.ca, mail, or phone (226-909-5515) if you have any questions, concerns or objections about the application.

How to access the public meeting

The public meeting will be held in person, in the municipal Council Chambers located at 1925 Bruce Road 10, Chesley, ON, N0H 1L0. Seating may be limited and you may be required to wait outside until called upon to speak. As an alternative, you may submit written comments to the Bruce County Planning Department which will be considered at the meeting.

Please contact Clerk Christine Fraser-McDonald at cfraser@arran-elderslie.ca or 519-363-3039, ext. 101 if you have any questions regarding how to participate in the meeting.

Stay in the loop

If you'd like to be notified of the decision of the approval authority on the proposed application(s), you must make a written request to the Bruce County Planning Department.

Know your rights

Section 34(11) of the [Planning Act](#) outlines rights of appeal for Zoning By-law Amendment applications.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the Municipality of Arran-Elderslie to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipality of Arran-Elderslie before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Municipality of Arran-Eldersli before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

For more information please visit the Ontario Land Tribunal website at <https://olt.gov.on.ca/appeals-process/>.

Agenda Number: 9.1.
Resolution No. 280-19-2023
Date: Tuesday, October 10, 2023



Moved by: Deputy Mayor Shaw
Seconded by: Councillor Hampton

Be it Resolved that since positive comments have not been submitted by Saugeen Ojibway Nation, it is recommended that the report for application Z-2023-015 for 5019386 Ontario Inc. c/o Jamie Shepherd for lands described as Pt Lt 31 Con 3, Pt Pk Lt Y, Plan 217, 16R-10669 Pt 2, be received for information.

Carried

Mayor Initials

Handwritten signature of the Mayor, appearing as "SA".

Clerk Initials

Handwritten signature of the Clerk, appearing as "CFM".

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

BY-LAW NO. 58 – 2023

Being A By-Law to Amend Comprehensive Zoning By-Law No. 36-09, as amended, of the Municipality of Arran-Elderslie.

Whereas the Council of the Municipality of Arran-Elderslie deems it in the public interest to pass a By-law to amend Bylaw No. 36-09.

And Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, By-laws may be amended by Councils of Municipalities.

Therefore, the Council of the Municipality of Arran-Elderslie enacts the following:

1. By-law No. 36-09 is hereby amended as it affects lands described as Pt Lt 31 Con 3, Pt Pk Lt Y Plan 217, 16R-10669 Pt 2, Municipality of Arran-Elderslie, and shown on Schedule “A” affixed hereto.
2. Schedule “A” to 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 the zoning from Residential Low Density Single ‘R1’ to Residential Low Density Multiple ‘R2-58-2023’, on the subject lands, as outlined in Schedule ‘A’, attached hereto and forming a part of this by-law.
3. By-law No. 36-09, is further amended by adding the follow subsection to Section 10.6 thereof:
‘R2-58-2023’
“Notwithstanding Section 10 to this By-law shown as ‘R2-58-2023’ on Schedule ‘A’ on lands described as Pt Lt 31 Con 3, Pt Pk Lt Y Plan 217, 16R-10669 Pt 2, Municipality of Arran-Elderslie:
 - a. The maximum lot coverage is 45%
 - b. The minimum separation distance between a cluster townhouse and an abutting lot is 6 m. All other provisions of By-law 36-09 shall apply.”
4. Schedule ‘A’ attached, and all notations thereon are hereby declared to form part of this By-law.
5. THAT this By-law takes effect from the date of passage by Council and comes into force and effect 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 November, 2023.

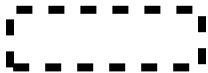
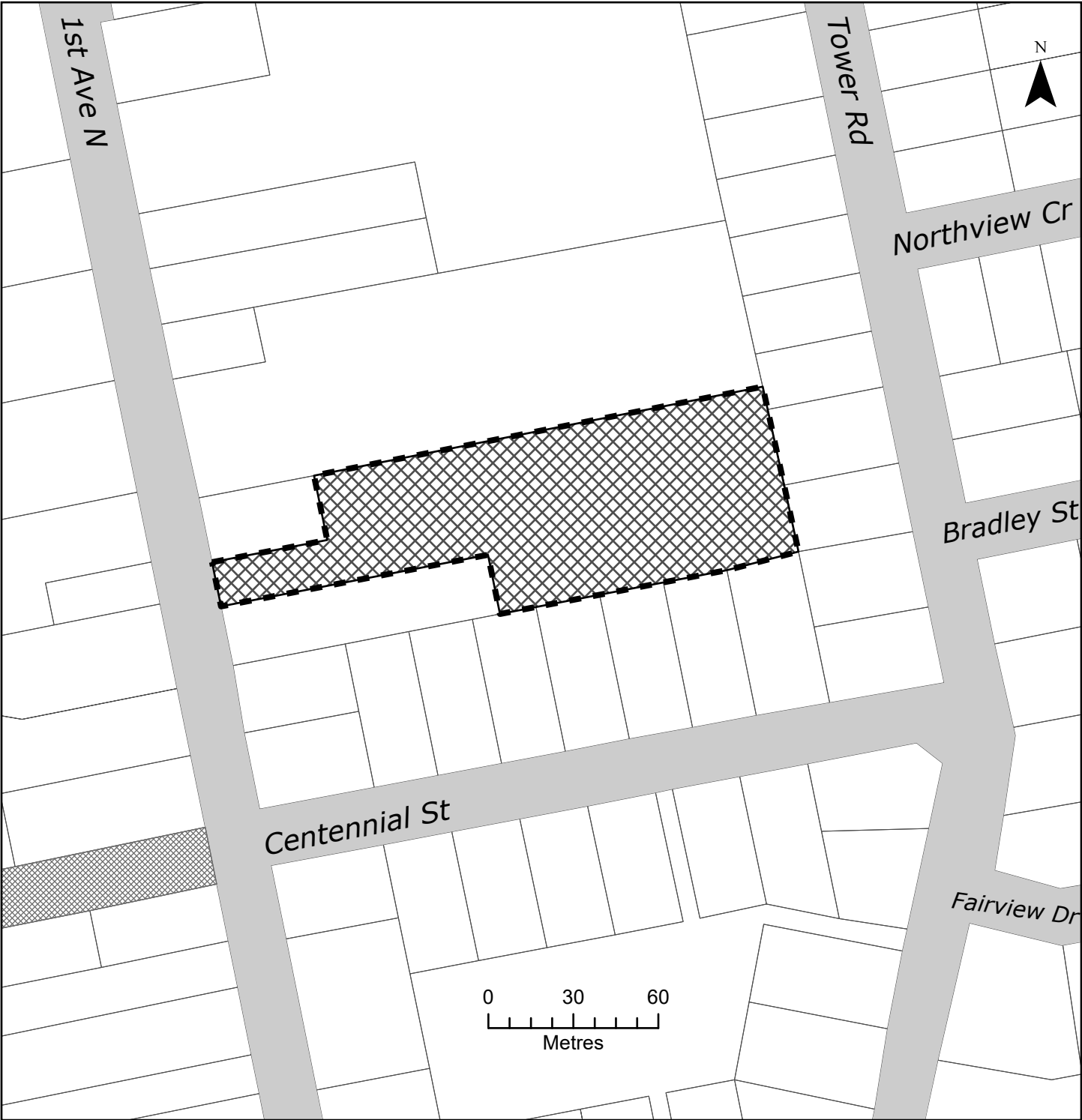
READ a THIRD time and finally passed this 13th day of November, 2023.

Steve Hammell, *Mayor*

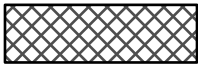
Christine Fraser-McDonald, *Clerk*

Schedule 'A'

CON 3 PT LOT 31; PLAN 217 PT PARK LOT Y RP; 3R10669 PART 2 - Roll 410339000107600
Municipality of Arran-Elderslie (Town of Chesley)



Subject Property



Lands to be zoned R2-58-2023 Residential Low Density Multiple

This is Schedule 'A' to the zoning by-law
amendment number 58-2023 passed this 13th
day of November, 2023.

Mayor _____
Clerk _____



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

MINUTES

Monday, October 23, 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 - virtually
Councillor Peter Steinacker

Staff Present: Sylvia Kirkwood - CAO
Christine Fraser-McDonald - Clerk
Julie Hamilton - Deputy Clerk
Scott McLeod - Public Works Manager
Carly Steinhoff - Recreation Manager - virtually
Pat Johnston - Chief Building Official - virtually
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)

- On October 27th from 3pm to 5pm, it is "Spooktacular Trick or Treat Chesley". There will be trick or treating at participating Chesley businesses including the Arran-Elderslie Administration Office.
- On October 28th from 1pm - 4pm, the Paisley District Chamber of Commerce is hosting it's 'Trick or Treating' free community event for kids ages 0-12 years. Trick or Treaters in costume are invited to Haunted Paisley Trick or Treat Stamp Cards at Bonfire on Queen and Saugie's Stop n' Shop and visit participating locations for Halloween activities.
- October 28th and 29th from 4pm - 9pm the Haunted House returns to the Paisley Legion- Admission is \$5.00.

- October 28th from 5:30 pm to 7:00 pm there will be a beef dinner at the Geneva Presbyterian Church. Tickets must be purchased ahead and please contact the church to purchase a ticket.
- November 11th is Remembrance Day. There will be ceremonies held at the Chesley, Tara and Paisley Cenotaphs starting at 10:30 a.m.

3. Adoption of Agenda

Council passed the following resolution:

297-20-2023

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Hampton

Be It Resolved that the agenda for the Council Meeting of Monday, October 23, 2023 be received and adopted, as distributed by the Clerk.

Carried

4. Disclosures of Pecuniary Interest and General Nature Thereof

5. Unfinished Business

6. Minutes of Previous Meetings

Subsequent to further discussion, Council passed the following resolution:

298-20-2023

Moved by: Councillor Hampton

Seconded by: Councillor Dudgeon

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held October 10, 2023.

Carried

7. Business Arising from the Minutes

8. Minutes of Sub-Committee Meetings

9. Public Meeting(s)

10. Delegations

10.1 Tara Rotary Club - Presentation of Cheque

Roger Thorne, Ben Rier and Russ Cavanaugh attended on behalf of the Rotary Club to present a cheque to the Municipality for the final and full payment of the pedestrian bridge in Tara.

11. Presentations

11.1 Daryl Abbs, Watson & Associates Economists Ltd - Development Charges Presentation

Mr. Abbs of Watson & Associates made a presentation to Council.

The purpose of development charges is to recover the capital costs associated with residential and nonresidential growth within a municipality. The capital costs are in addition to what costs would normally be constructed as part of a subdivision (i.e. internal roads, sewers, watermains, sidewalks, streetlights, etc.). D.C.s are typically paid to the Municipality prior to receiving a building permit. Municipalities are empowered to impose these charges via the Development Charges Act (D.C.A.).

D.C. Eligible Services are:

1. Water
2. Wastewater
3. Storm water drainage
4. Services related to a highway.
5. Electrical power services.
6. Toronto-York subway extension.
7. Transit
8. Waste diversion
9. Policing
10. Fire protection
11. Ambulance
12. Library
13. Long-term Care
14. Parks and Recreation
15. Public Health services
16. Housing Services - has been removed
17. Childcare and early years services.
18. Provincial Offences Act
19. Emergency Preparedness
20. Airports (Waterloo Region only).

Development charges can be used to:

- acquire land or an interest in land
- improve land,
- acquire, lease, construct or improve buildings, facilities and structures (includes furniture and equipment)
- Equipment and rolling stock

- Capital component of a lease for the above
- Circulation materials for Libraries
- Interest on money borrowed to pay for the above
- Any planning horizon for future capital needs can be used, except for Transit (which is limited to 10 years)
- Capital costs must be reduced by grants, subsidies and other contributions.
- May include authorized costs incurred or proposed to be incurred by others on behalf of a municipality/local board
- Certain Capital Costs may not be included:
- Parkland Acquisition
- Vehicle & Equipment with an average life of less than seven years.
- Computer Equipment that is not integral to the delivery of the service

Council thanked Mr. Abbs for his presentation.

11.2 Tony Houad, Director - Municipal Innovation Council

Tony Houad, Director of the Municipal Innovation Council made a presentation to Council.

The MIC was formed in 2020 when eight municipalities came together to find savings, funding and deliver services better to their residents.

When the MIC was launched, there were four key areas of focus: construction, IT, municipal sustainability and liveable communities. For every MIC dollar invested, we have been able to double that through external funding sources. This brings the total value delivered by the MIC to over \$1.25 million.

The Food Cycler pilot program was run in Bruce County that included 880 participating households, 420 of which were supported by the MIC. The net cost to the Municipal Innovation Council was \$42,000 + Shipping +HST. The program ran from May – August 2023.

The 420 Food Cycler units subsidized by the MIC and with a financial contribution by Bruce Power will divert 116.3 metric tonnes of food waste from local landfills per year—the equivalent reduction in greenhouse gas emissions from taking 29.3 gasoline-powered vehicles off the road every year. This is a reduction of 21.8 garbage bags per household per year being trucked to local landfills.

Council thanked Mr. Houad for his presentation.

12. Correspondence

12.1 Requiring Action

12.1.1 Grey Owl Storage Project - Amended Municipal Support Resolution 299-20-2023

Moved by: Councillor Steinacker

Seconded by: Councillor Nickason

Be it Resolved that Council hereby support the following:

1. The Proponent is proposing to construct and operate a Long-Term Reliability Project, as defined and with the characteristics outlined in the table below, under the Long-Term Request for Proposals ("LT1 RFP") issued by the Independent Electricity System Operator ("IESO").

Unique Project ID of the Long-Term Reliability Project: LT1RFQ-021-2

Name of the Long-Term Reliability Project: Grey Owl Storage Project

Proponent: Shift Solar Inc.

Technology of the Long-Term Reliability Project: Electricity Storage Facility

Maximum Contract Capacity of the Long-Term Reliability Project (in MW): 400 MW

Legal description of the portion of the Project Site that is located on lands subject to the authority of one or more Municipalities: PIN 331700145, PT LT 36 CON 4 ARRAN AS IN R352883 EXCEPT PARTS 1 & 2 3R8227 N OF 3R1688, T/W R352883 MUNICIPALITY OF ARRAN-ELDERSLIE (the "Municipal Lands")

2. Pursuant to the LT1 RFP, Proposals that receive the formal support of the local jurisdictional authorities of all the project communities in which the Long-Term Reliability Project is located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LT1 RFP; and

3. The Council of the Corporation of the Municipality of Arran-Elderslie supports the development, construction and operation of the Long-Term Reliability Project on the Municipal Lands.

4. This resolution's sole purpose is to enable the Proponent to receive Rated Criteria points under LT1 RFP or to satisfy its obligations under any awarded LT1 Contract and may not be used for the purpose of any other form of approval in relation to the Proposal or Long-Term Reliability Project or for any other purpose. Rated Criteria points will be used to rank the Proponent's Proposal in relation to other Proposals received by the IESO under the LT1 RFP.

Carried

12.2 For Information

Subsequent to further discussion, Council passed the following resolution:

300-20-2023

Moved by: Councillor Hampton

Seconded by: Councillor Penner - virtually

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 Grey Sauble Conservation Authority Board Minutes - August 30, 2023

12.2.2 Rick Byers, MPP - Media Release

12.2.3 Crimestoppers of Grey Bruce - Tipster Magazine

12.2.4 Crimestoppers of Grey Bruce - Coordinator's Program Report

12.2.5 Grey Owl Storage - Public Meeting Notice - November 2, 2023

13. Staff Reports

13.1 CAO/Clerks

13.1.1 SRDPCLK.23.06 Petition Policy

Deputy Clerk, Julie Hamilton, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

301-20-2023**Moved by:** Councillor Hampton**Seconded by:** Councillor Dudgeon

Be It Resolved that Council hereby,

1. Approves Policy CLK01-2023 Petition Policy, as presented; and
2. Directs Staff to draft a by-law to authorize the adoption of the Petition Policy.

Carried**13.1.2 SRCLK.2023.11 - 2024 Regularly Scheduled Council Meetings**

Clerk, Christine Fraser-McDonald responded to questions from Members of Council.

13.1.3 SRCLK.2023.10 – Automated Speed Enforcement (Photo Radar)

Clerk, Christine Fraser-McDonald responded to questions from Members of Council.

13.1.4 SRDPCLK.23.05 Saugeen Valley Conservation Authority – DRAFT Category 3 Programs & Services Agreement

Deputy Clerk, Julie Hamilton, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

299-20-2023**Moved by:** Councillor Hampton**Seconded by:** Councillor Steinacker

Be It Resolved that Council hereby,

- 1.Approves the DRAFT Category 3 Cost Apportioning Agreement prepared by Saugeen Conservation Valley Authority; and
- 2.Directs Staff to prepare a by-law to authorize the execution of the Cost Apportioning Agreement.

Carried**13.2 Finance****13.3 Public Works**

13.4 Building/Bylaw**13.5 Facilities, Parks and Recreation****13.6 Emergency Services****13.7 Economic Development and Planning****14. Notice of Motion****15. Members Updates**Shaw:

Deputy Mayor Shaw attended a SMART meeting and will be attending a Grey Sauble Conservation meeting as well as the Paisley bridge opening ceremony and Remembrance Day ceremonies.

Hampton:

Councillor Hampton attended a physician recruitment meeting and will be attending the Chesley Remembrance Day ceremony.

Dudgeon:

Councillor Dudgeon had nothing to report.

Steinacker:

Councillor Steinacker attended the Fireman's Open House in Tara, presented a certificate to Country Cousins for their reopening and will be attending the Paisley Bridge Openings and the Tara Remembrance Day service. He thanked the Tara arena staff for their great work for the Tara Craft Sale. He also noted that the Tara Mason's branch is disbanding and they are requesting the rental fee be waived for their last meeting at the Arkwright Hall.

Penner:

Councillor Penner attended the Saugeen Valley Conservation Authority meeting.

Nickason:

Councillor Nickason will be attending a BASWR meeting and the Tara Remembrance Day service.

Hammell:

Mayor Hammell attended the Fireman's Breakfast in Chesley and the Tara Fireman's Lunch. He also presented a certificate to Country Cousins in Tara on their reopening and attended the Arran-Tara Public school.

16. New Business**17. By-laws**

17.1 By-Law 53-2023 Saugeen Valley Category 3 Apportionment Agreement

302-20-2023

Moved by: Councillor Hampton

Seconded by: Deputy Mayor Shaw

Be It Resolved that By-law No. 53-2023 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 53-2023 being a By-law to Authorize an Apportionment Agreement for Category 3 Services Between The Municipality Of Arran-Elderslie and The Saugeen Valley Conservation Authority.

Carried

18. Closed Session (if required)

Not required.

19. Resolution to Reconvene in Open Session

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

21. Adoption of Closed Session Minutes

22. Confirming By-law

22.1 By-law 54-2023 - Confirming By-law

Subsequent to further discussion, Council passed the following resolution:

303-20-2023

Moved by: Councillor Nickason

Seconded by: Councillor Dudgeon

Be It Resolved that By-law No. 54-2023 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 54-2023 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, October 23, 2023.

Carried

23. Adjournment

Subsequent to further discussion, Council passed the following resolution:

303-20-2023

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that the meeting be adjourned to the call of the Mayor at 11:22 a.m.

24. List of Upcoming Council meetings

- November 13, 2023
- November 27, 2023
- December 11, 2023

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Petition to the Legislative Assembly of Ontario Assembled

Whereas... Chesley and District Memorial Hospital, originally donated to the town with funds provided by the local Kinsmen Club, was dedicated as a tribute to those local residents injured or killed during the Second World War. This hospital has served the needs of the community of Arran-Elderslie for 79 years with strong support at all times from the residents of the town and other communities in the area as well as from the county and local municipal government.

Whereas... Three times, in 1976, 1978 and 1992, provincial governments have attempted to close the doors of this hospital. In each case local residents protested these moves and each time through their efforts the government backed down and the hospital was saved. Now with the current cancellation and/or reduction of ER services, there is yet another threat to the continued existence of our hospital.

Whereas... the ER in Chesley Hospital serves an area with a total population of 6,900 people. It delivers emergency medical care for the whole constituency of Arran-Elderslie Township including the towns of Chesley, Tara, Paisley, and Dobbinton. It also provides services for those living in the nearby villages of Desboro and Elmwood and in the former townships of Brant, Sullivan and Bentinck. A large number of the residents are seniors and the area also includes a large population of Amish and Mennonite families. Many of these residents do not have access to a private automobile and are disadvantaged in the effort to reach health centres in larger communities by the long distance and lack of a public transportation system. They require close proximity to ER and hospital services and that proximity is best provided by the Chesley Hospital.

Whereas... the Physician Recruitment committee has advised that without a fully functioning ER, it is difficult to recruit and retain doctors and nurses who are interested in maintaining and increasing their skills and who are dependent upon ER duties to support or supplement their income.

Whereas... Arran Elderslie Council sent a letter addressed to Premier Doug Ford and the Minister of Health dated October 31, 2022 requesting action to address this situation and that letter remains unacknowledged and unanswered at this time.

Therefore, we, the undersigned citizens of Arran-Elderslie and surrounding community, call on the CEO and Board of Directors of SGBHC, MPP Rick Byers, Minister of Health Sylvia Jones, and Premier Doug Ford to keep our Emergency Department at the Chesley Hospital open 24/7, by ensuring sufficient funding and fair compensation for nurses and physicians and to address the ongoing operational and labour issues that are impacting our vital emergency department service.

Ministry of Health

Office of the Deputy Premier
and Minister of Health

777 Bay Street, 5th Floor
Toronto ON M7A 1N3
Telephone: 416 327-4300
www.ontario.ca/health

Ministère de la Santé

Bureau du vice-premier ministre
et du ministre de la Santé

777, rue Bay, 5^e étage
Toronto ON M7A 1N3
Téléphone : 416 327-4300
www.ontario.ca/sante



Response to Petition No. 120
43rd Parliament, 1st Session
Tabled:
AMP OCT 24 2023

Sessional Paper No. P-120

P-120 Chesley and District Memorial Hospital (Sessional Paper No. 120) (Tabled by MPP Fife, Catherine (Waterloo), 05/18/2023)

Response:

Our government knows emergency departments across the country have faced capacity pressures year after year. We know the status quo is not working and more needs to be done, that's why earlier this year we launched Your Health, our plan to connect more Ontarians to the care they need, when and where they need it.

Through our plan we are reducing wait times and the surgical backlog and bolstering our health care workforce through programs like As of Right credentials which allows healthcare workers across Canada to work in Ontario immediately, launching the extern program which offers employment opportunities in hospitals to nursing and medical school students, working with regulatory colleges to break down barriers for internationally educated healthcare workers, expanded the Learn and Stay Grant to improve care in underserved areas and launching the largest medical school expansion in 15 years. These programs build on the 63,000 new nurses and 8,000 new physicians that have registered in Ontario since 2018.

Our government has also introduced programs to support hospitals and staff facing increased emergency room pressure. Earlier this summer we announced an additional \$44 million investment to support emergency departments at every hospital across the province, including smaller and rural hospitals. At the beginning of the summer, our government announced the expansion of the temporary locum program which provides physician coverage to eligible hospitals in small and rural communities.

We are proud to have one of the largest publicly funded healthcare systems in the world, a system we have invested nearly \$80 billion in this year. Our government is expanding capacity across the province and getting shovels in the ground for 50 hospital developments over 10 years that will add over 3,000 beds, to connect Ontarians to the care they need now and into the future.

We are taking an all-hands-on deck approach to building a more connected and convenient healthcare system so Ontarians across the province can have access to more services in their community, shorter wait times and greater access to high-quality care.

Honourable Sylvia Jones



**Corporation of the
Municipality of West Grey**

402813 Grey Road 4, RR 2 Durham, ON N0G 1R0
519 369 2200

October 23, 2023

Honourable Michael Parsa, Minister
MinisterMCCSS@ontario.ca
Ministry Children, Community and Social Services
7th Flr, 438 University Ave
Toronto, ON, M5G 2K8

RE: Childcare availability in Ontario

Dear Minister Parsa,

Please be advised that at its meeting held on October 17, 2023, the council of the Municipality of West Grey considered the above-noted matter and passed Resolution No. R-231017-004 as follows:

"THAT in consideration of correspondence received from the Municipality of Bluewater respecting childcare availability, council directs staff to send a letter of support to the Ministry of Children, Community and Social Services with copies being sent to the Premier of Ontario and all Ontario municipalities."

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jamie Eckenswiller".

Jamie Eckenswiller, AMP (he/him)
Director of Legislative Services/Clerk
Municipality of West Grey

Attachment: Municipality of Bluewater – Childcare availability in Ontario Resolution

Cc. Honourable Doug Ford, Premier of Ontario
Ontario municipalities

Municipality of *Bluewater*

October 2, 2023

The Honourable Lisa M. Thompson
Member of Provincial Parliament (MPP)
408 Queen Street, P.O. Box 426
Blyth, ON N0M 1H0

Re: Childcare availability in Ontario

Dear Minister Thompson:

The Municipality of Bluewater is concerned about the critical issue of childcare availability in our province and how it is linked to educational requirements and low wages within the childcare sector. We believe that addressing these issues is crucial for the well-being of our families and the future prosperity of Bluewater and Ontario.

Childcare availability in Ontario has become an increasingly pressing problem for parents and guardians. Access to affordable, high-quality childcare is essential for families to balance work and family responsibilities, and it plays a vital role in supporting the early development and education of our children. However, the lack of available childcare spaces is a significant barrier for many parents, limiting their ability to participate fully in the workforce and achieve financial stability.

We suspect that one of the key factors contributing to the shortage of childcare spaces is the educational requirements imposed on childcare workers. While it is important to ensure the safety and well-being of children in childcare settings, the current educational requirements may be overly restrictive. These requirements often result in a shortage of qualified childcare providers, making it challenging to expand the availability of childcare services.

This year in the Municipality of Bluewater, we have childcare facilities and before and after school programs that have closed or have reduced capacity due to lack of qualified staffing. These recent closures and capacity issues have imposed a significant amount of stress on families in our community.

Additionally, low wages within the childcare sector are a significant concern. Many qualified and passionate individuals are discouraged from pursuing a career in childcare

due to the low wages and limited opportunities for professional growth. This low-wage structure not only makes it difficult to attract and retain skilled childcare educators but also effects the quality of care children receive. Investing in the professional development and fair compensation of early childcare educators is essential to ensure that our children receive the best care possible and the best start in life.

To address these issues and improve childcare availability in Ontario, the Municipality urges you to consider the following actions:

1. Review and Reform Educational Requirements: Work with relevant stakeholders to review and potentially revise the training methods of early childcare educators, striking a balance between safety and accessibility by increasing the praxis model to learning.
2. Invest in Professional Development: Advocate for increased investment in professional development opportunities for childcare workers to enhance their skills and qualifications.
3. Increase Wages: Support initiatives to increase the wages of childcare workers, ensuring that they are paid a fair and competitive salary for the vital work they do.
4. Expand Funding: Work to secure additional funding for the expansion of childcare services and facilities, especially in underserved and rural communities.
5. Promote Public Awareness: Raise public awareness about the importance of accessible and high-quality childcare services and the need for policy changes.

This is an urgent matter that is expected to worsen and your timely response to these concerns is needed.

By addressing these issues, we can make significant strides toward improving childcare availability in Bluewater and Ontario and ensuring that families have the support they need to thrive. We kindly request your timely support and advocacy on these matters and would be grateful for any updates or initiatives related to childcare reform in our province.

Thank you for your attention to this critical issue. We look forward to your continued dedication to the well-being of Ontario's families and children.

Sincerely,



Mayor Paul Klopp for the
Council of the Municipality of Bluewater

cc: Premier Doug Ford
Ben Lobb, Huron-Bruce MP
Hon. Michael Parsa, Minister of Children, Community and Social Services
All Ontario Municipalities

From: [Sylvia Kirkwood](#)
To: [Christine Fraser-McDonald](#)
Subject: FW: EV ChargeON Announcement
Date: November 8, 2023 12:05:52 PM
Attachments: [image001.png](#)
[EV ChargeON Program Guide-en.pdf](#)

From: EV ChargeOn program (MTO) <evchargeon@ontario.ca>
Sent: October 20, 2023 11:23 AM
To: EV ChargeOn program (MTO) <evchargeon@ontario.ca>
Subject: EV ChargeON Announcement

Good morning,

I hope this letter finds you well. **I am writing to share information about the Ministry of Transportation's (MTO) Electric Vehicle (EV) ChargeON program, and to encourage your municipality to apply.** EV ChargeON is a competitive, application-based funding program that invites eligible municipalities in Ontario to put forward project proposals that help enhance accessibility and availability of EV charging infrastructure throughout the province, tackle range anxiety and make long-distance EV travel easier.

Municipalities with populations under 170,000 are eligible to receive up to **75% of total project costs.**

Applications for the EV ChargeON fund close at 5 p.m. EST on January 31, 2024. Applications can be submitted through [Transfer Payment Ontario](#). A detailed application guide is available to eligible Indigenous communities and organizations upon logging into the Transfer Payment Ontario system, which I have also attached to this email.

Webinars and other opportunities to learn more about the program will take place throughout the application period to answer questions related to completing and submitting the application. Dates for these are available on the [EV ChargeON Webpage](#) and we encourage your staff to attend. The first webinar will take place on November 1 (click [here](#) to sign-up).

For more information, please see our program website [EV ChargeON Webpage](#) which outlines key program details. For program information or support, please contact the program team through email (evchargeon@ontario.ca). For application support, please visit the Transfer Payment Ontario website or contact their service team through email (TPONCC@ontario.ca) or phone (416-325-6691 or 1-855-216-3090).

Sincerely,



Kevin Dowling

a/Director – Transit Strategy and Programs Branch
Transit Division
Ontario Ministry of Transportation



Emergency Management Ontario

Community Emergency Preparedness Grant (CEPG) Application Guidelines 2023-24

Table of contents

Program overview.....	1
Eligible applicants	1
Ineligible applicants	2
Eligibility requirements	2
Application review and assessment criteria.....	3
Project budget.....	5
Eligible expenses	6
Taxes.....	7
Procurement.....	7
Ineligible costs	7
Letter of approval.....	8
Report back requirements	9
Successful applicant obligations	9
Post program quality assurance and potential audits	10
Timelines.....	10
How to apply	11
Links to Quick reference guides and video tutorial.....	11
Application Technical Requirements	11
Where to get more information.....	11
Appendices	12
Appendix A: Potential provincial emergency hazards/events	12
Appendix B: Program definitions/glossary	18
Appendix C: List eligible municipalities, population under 100,000 (Statistics Canada data from 2021).....	19
Appendix D: Emergency Management Ontario sector list and maps	26

Program overview

The Community Emergency Preparedness Grant (CEPG) will support Ontario's goal to help ensure Ontarians are safe, practiced and prepared before, during and after emergencies. It will help build capacity and enhance the resiliency of local governments, First Nations and community groups in preparing for and responding to emergencies. The grant will provide funding to help community organizations purchase emergency supplies, equipment and services.

An “emergency” is a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise. (Definition as per the [Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9 \(ontario.ca\)](#)).

The merit-based grant of \$5,000 to \$50,000 is targeted at small and medium communities. It is an application-based program with successful applicants demonstrating need (emergency and occurrence), capacity (ability to fulfill and manage resources gained through grant funding) and alignment with program objectives.

Eligible applicants

The grant is focused on those communities – typically small and medium – in need of building capacity in emergency management. Organizations must have an emergency management mandate. Eligible applicants include:

- Municipalities with a population under 100,000 (based on Statistics Canada data from 2021)
 - Note: The combined funding for an upper tier municipality and all of its lower tier municipalities may be limited
 - See Appendix C for a list of eligible municipalities
- Local services boards
- First Nations communities, Indigenous organizations, including Tribal Councils, and other Indigenous service organizations that support emergency management programming in First Nation communities
- Non-government organizations (NGOs) with an emergency preparedness mandate
 - For the purposes of this grant, NGOs must:
 - Be a registered charity or a not-for-profit corporation without share capital
 - Demonstrate that they host, as a primary activity, regular gatherings of religious, spiritual, community or cultural significance, as well as demonstrate that they have a clear emergency preparedness and response component to their mandate.
 - Registered charities must be registered with the Canada Revenue Agency as a charity by December 31, 2022

- Not-for-profit corporations that are not registered charities must be incorporated by December 31, 2022
- Be operational in Ontario before January 1, 2022
- These are defined as follows:
 - Primary activity: A primary activity is a distinctive and indispensable component of how an organization achieves its mandate
 - Regular: A gathering is regular if it takes place at least once a month.
 - A gathering has “religious, spiritual or cultural significance” if its central purpose is:
 - Related to a specific and comprehensive system of belief that governs one’s conduct and practices and addresses ultimate questions of human existence, such as ideas about life, purpose, death, and the existence or non-existence of a creator and/or a higher or different order of existence, including the spiritual beliefs and practices of Indigenous cultures; and/or
 - Related to the affirmation or celebration of cultural elements that are meaningful to the identity of a community or group of individuals (e.g., language, country of origin, race, ethnic or national customs and traditions, Indigenous beliefs and practices, gender or sexual identity).
 - Emergency preparedness and response mandate: your organization has a mandate to be prepared and respond to emergencies as defined above in the program overview.

Ineligible applicants

- Organizations and NGOs without an emergency preparedness mandate
- Individuals
- Crown corporations
 - Federal/provincial/municipal agencies
 - Universities, colleges, schools, and hospitals
- Municipalities with a population over 100,000 (Statistics Canada data from 2021)

Eligibility requirements

- Each organization can only submit one application.
- Organizations must be a legal entity, have governance structures and accountability processes to administer and manage public funds, have an Ontario bank account and use the funds for activities taking place in Ontario and that benefit Ontarians.
- Funded projects must align to the Potential provincial emergency events listing (see Appendix A)
- Grants awarded under the Community Emergency Preparedness Grant Program are governed by an agreement between applicants and the province. General terms and

conditions are provided in section I of the application form. Please read section I carefully as you must agree to all terms and conditions to be awarded a grant.

- The application must be complete and include the following attachment:
 - Organization's approval authority framework – document identifying the organization's governance structure or decision-making body or person with the required authority to approve and commit to a contract.
- Submission must be approved and signed by the organization's authority to commit to a contract with the Government of Ontario.
- Submission of an application will serve as a commitment from the organization to complete the project if a grant is awarded.

Application review and assessment criteria

Among others, the following criteria will be used to review applications:

- All applications will be reviewed; only complete and eligible applications will be considered. Additional/follow up questions may be asked to complete the application.
- Community collaborations are encouraged e.g., where municipalities may work with other municipalities to share their equipment.
- Applicants must demonstrate how the activity or purchase they propose will increase emergency preparedness and resiliency for their organization and community.
 - For example: a community organization applies for funding to purchase generators, develop protocols, and conduct training on the equipment. The purchase of generators will allow refrigeration during a power outage. This will impact the community by allowing a reliable source of food, or communications during prolonged power outages for community members who may not have access to refrigeration.
- Applicants must demonstrate they can:
 - Sustain programs post-grant timeframe without additional government funding.
 - Maintain and operate equipment after purchase.
 - For the above example of the request to purchase generators, the applicant must demonstrate that they have a sufficient operating budget to purchase fuel and pay for regular maintenance of the equipment.
- Applicants must demonstrate they can complete the activity (i.e., procurement, training, plan development) by the program end date of July 31, 2024. Any funds not spent must be returned to the province.

- To ensure transparency and accountability in the expenditure of public funds, all other contributions for eligible portions of the project must be declared and, depending on the total value, may decrease the value of the funding.
- Applicants must provide a report back two weeks after the project completion date.

Application criteria	Evaluation
Organization	The applicant can deliver and has a mandate to support emergency management.
Project description	The project description has a clear alignment with the identified emergency type and there is a likelihood for it to occur in the specified community.
Provincial emergency type	Likelihood and impact of provincial emergency event identified.
Sustainability	The application indicates a clear sustainability plan.
Collaboration	The applicant has identified if the project collaborates with other organizations such as other municipalities, First Nations, and/or Local services boards.
Project timelines	The applicant has attested to deliver the project within program timeframe. Project completion must be before July 31, 2024.
Expected Outcomes/ Performance Measures	Performance measures in building capacity and capabilities have been identified as part of the application. A target and baseline value has been provided for applicable measure(s).
Project budget	The project budget is itemized and supporting assumptions have been provided for the estimates. See Project Budget section for more information.
No duplication of expenses	Funds disbursed can support another emergency management related government program but cannot be duplicated, i.e., invoices cannot be repurposed or submitted for reimbursement under multiple programs.

Project budget

- Funds awarded must be used from within the project timeframe.
- Applicants are required to provide a detailed budget for their proposed initiative, with an itemized list of expenses. Each itemized cost must include a description of how the cost was estimated (e.g., from previous invoice, or quote received). Not all submitted expenses may be approved. See example below.
- Applicants must follow the OPS Travel, Meals and Expenses Directive for any travel, meals, and hospitality expenses. Refer to the link here for details [Travel, Meal and Hospitality Expenses Directive | ontario.ca](#).
- All expenses must be reasonable, well supported and justified and must directly relate to the project. Include only eligible expenses in the project budget.
- Expenses detailed within the budget cannot be reallocated or moved to a different category without prior written approval from the ministry.
- There is a potential for a funding hold back that may be released upon submission of report back.
- The lists of eligible and ineligible expense categories provided below are not exhaustive. Other expenses could be considered.

Example of itemized expenses

Expense category	Items	Assumptions	Planned spending
<i>Identify the Expense Category: Capital Equipment/ Operating Equipment/ Supplies/ Training/ Services/ Administration</i>	<i>List out the items (e.g., chainsaws)</i>	<i>Provide how the cost was estimated.</i>	<i>Provide the cost estimate</i>
Operating Equipment	5 smoke detectors, 20 hard hats, 20 flashlights	5 smoke detectors prices based on previous invoices from January 2023. Hard hats and flashlights based on estimates from Home Depot's retail site as of August 2, 2023	\$2,500

Eligible expenses

Identify expense requirements within the budget of the application. Definition for capital and operating expenses is available in Appendix B Program definitions/glossary.

The CEPG is organized into five cost categories:

Equipment – Capital and operating

Equipment expenses must be separated between capital and operating.

Capital (Minor capital)	Operating
Generators Water pump and purification systems Mobile communication tower Sandbagger machine Flatbed trailers Excavators	Water pump parts Chain saws Air scrubbers Two-way radio Weather radios GPS phones Drones Other: hard hats, shovels, cots, smoke detectors/fire extinguishers, personal protective equipment, flashlights, and high visibility safety vests.

For other equipment, refer to the useful life table below, as the basis to determine whether the item to be purchased qualifies as a capital expense:

Items	Useful life
Machinery & equipment	5+ years
Information technology (IT hardware) – including leases	3+ years
IT software	10+ years

Alternatively, consider the equipment's manufacturer's guide or make a determination based upon your organization's best estimate as to whether the item qualifies as a capital expense.

All other cost categories are operating:Supplies

- Sandbags, first aid kits, batteries, and emergency preparedness promotional material (e.g., printed brochures, fridge magnet, signage etc.)

Training

- Exercises, incident management system training/licencing, emergency management training, first aid, specialized equipment training, mental health crisis management and response; donation management, emergency evacuation procedures

Services

- Emergency plan development; exercise planning and coordination, risk assessment, emergency preparedness promotional strategy, emergency preparedness website, installation services

Administration costs

- Up to 10% of overall budget for administration costs to complete the project
- May include other costs that are difficult to estimate (e.g., telecommunication charges, printing, office supplies, travel, etc.)

Taxes

Taxes are eligible expenses if they are directly related to the project. However, any tax rebates, credits or refunds received by the organization must be identified and removed from the project cost.

Procurement

Organizations receiving funding are expected to adhere to their organization's procurement practices, as applicable.

NGOs that received \$10 million in Ontario government funding in fiscal year 2022-23 must follow the Broader Public Sector (BPS) Procurement Directive. This excludes municipalities, Local services boards, and First Nations.

Review the [BPS Procurement Directive](#)

Ineligible costs

- Funds expensed outside of the term of the agreement

- Vehicles of any type including boats and all-terrain vehicles (ATVs)
- Vehicle upgrades
- New construction or upgrades to facilities (other than emergency power)
- Equipment not used directly in response to an emergency
- Major capital expenditures. For example, buildings, vehicles, public works or forestry/parks functionality upkeep or maintenance are not eligible under the program.

Letter of approval

- A letter of approval will be issued to applicants who will be awarded a grant.
- Recipients will be required to acknowledge receipt of the approval letter, and submit the following:
 - Certificate of insurance with a commercial general liability limit of not less than \$2 million (\$2,000,000) in the organization's name, which confirms the insurance coverage and indemnity as required by the Terms and Conditions of the grant program, including any additional insurance requirements as per section 12.0 of the Terms and Conditions, signed by an authorized insurance representative. The certificate of insurance must:
 - Identify a duration of coverage for the organization up to the contract end date.
 - Identify the Treasury Board Secretariat as an additional insured, represented in the following language, "His Majesty the King in right of Ontario, his ministers, agents, appointees and employees".
 - List the Treasury Board Secretariat as the Certificate Holder and include the ministry's mailing address in the policy:

Treasury Board Secretariat
Emergency Management Ontario
25 Morton Shulman Avenue
Toronto ON M3M 0B1
 - Include a statement that the Certificate Holder (the Ministry) will be notified of any cancellation or material change within 30 days.
 - Email or memo to the elected official or head (i.e., Chief, Regional Chair, Mayor, Warden, Head of Council, President) of your organization notifying them of approved project funding
 - If not set up, register for direct deposit at [Doing business with the Government of Ontario | ontario.ca](https://www.ontario.ca/doing-business)

Report back requirements

All recipients of grant funding will be required to report back to the Province in accordance with the terms and conditions provided within the application form.

Report back requirements include, but are not limited to, providing documentation on the following:

1. Attestation of outcomes – confirm outcomes are met as described in submitted application.
2. Expense summary – actual expense against proposed budget from submitted application. Identify any over or underspending.
3. Performance measure results. – provide actual results
4. Emergency preparedness project summary - demonstrate how the project has increased emergency preparedness for your organization and/or community.
5. Any testimonial (optional).
6. Survey (optional).

Failure to meet any reporting requirements may impact an organization's ability to receive holdback funding and future funding in any future iterations of the Program.

Successful applicant obligations

- Recipients of grant funding must comply with all relevant terms and conditions. Please see the application form for further information.
- In accordance with the terms and conditions:
 - Applicants should be aware that Government of Ontario institutions are bound by the [Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31](#), as amended from time to time, and that any information provided to them in connection with their 2023-24 Community Emergency Preparedness Grant Program application may be subject to disclosure in accordance with that Act.
 - Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards and the purpose for which grants are awarded is information that could be made available to the public.
 - Applicants permit the province to verify/audit information submitted (at the discretion of the province) to ensure that it is complete and accurate and that funds were used for the purpose(s) intended.
 - Applicants agree that if the funds were not used or will not be used for the intended purpose(s), or if specified services were not delivered, or if the intended outcomes were not achieved, the province has the right at a future date to recover parts or all the funds transferred.

- Applicants must obtain prior written consent from the ministry for any change to the project scope once funding is approved.
- Applicants must acknowledge Ontario's support in electronic and print media as part of any project-related publications, and in a form and manner directed by the province.
- Applicants posting publicly (includes all website, publications, speaking engagements, etc.) will require approval from Treasury Board Secretariat - Emergency Management Ontario, prior to publication.
 - Approval may take 30 days, please plan communications accordingly and in advance.
- Your organization/municipality/location may be asked to participate in an announcement with government officials.
- The ministry expects all grant applicants to comply with all federal, provincial and municipal laws and regulations (e.g., health and safety, environmental approvals, zoning by-laws, human rights, animal welfare, accessibility).

Post program quality assurance and potential audits

A post-program quality assurance process may be conducted on approved projects

The quality assurance process will confirm that funds were utilized as approved and performance metrics were met as indicated.

Successful recipients are required to keep all documents related to the approved project and supporting expenses for seven years to support any audit requests.

Timelines

Milestone	Timeline
Deadline to submit applications	November 30, 2023, at 5:00 pm EST
Applicants notified of funding decisions	February 2024
Project reporting due	Two weeks from project completion date

How to apply

- All applications must be submitted electronically through Transfer Payment Ontario (TPON)
- Visit <https://www.ontario.ca/GetFunding> to learn how to create a My Ontario Account, register for TPON, and get a TPON account
- Registration may take up to **five (5) business days** so give yourself plenty of time to register before starting the application process

Links to Quick reference guides and video tutorial

[Quick Reference Guide](#)

Video Tutorial How to Submit for Funding: [TPON - How to Submit for Funding Video](#)

In the video, applicants will find a step-by-step process on how to submit funding requests on TPON. It covers important aspects from logging in to navigating the See Funding Opportunities menu card and accessing helpful resources.

For assistance, please contact **TPON Client Care** at 416-325-6691 or 1-855-216-3090 or TPONCC@Ontario.ca

Monday to Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time.

TTY/Teletypewriter (for the hearing impaired): 416-325-3408 / Toll-free: 1-800-268-7095.

Application Technical Requirements

- Install Google Chrome internet browser
- Install the latest Adobe Acrobat Reader <https://get.adobe.com/reader/>
- Create a TPON Account <https://www.ontario.ca/GetFunding>

Where to get more information

For questions regarding program requirements or eligibility, please contact:

ServiceOntario

Monday to Friday, 8:30 a.m. to 5:00 p.m. Eastern time, excluding holidays.

Toll-free: 1-855-216-3090

TTY: 416-325-3408

Toll-free TTY: 1-800-268-7095

emocommunitygrants@ontario.ca

Appendices

Appendix A: Potential provincial emergency hazards/events

Source: Office of the Fire Marshal and Emergency Management Hazard Identification Report 2019

Hazard	Description
Agriculture and Food	
Farm animal disease	<p>Animal Diseases: Any deviation of the farm animal body from its normal or healthy state. Infectious diseases can spread from animals to animals and from animals to humans (zoonotic).</p> <p>Foreign Animal Diseases (FAD): Animal diseases that are foreign to Canada. Some diseases are eradicated within Canada. There are also diseases that have never been diagnosed within the country but exist internationally. These outside sources of disease present a threat to the Canadian livestock population (e.g., Notifiable Avian Influenza, Foot and Mouth).</p> <p>Animal Hazards: Condition that affect domestic livestock and wild species and may in turn have an impact on human health and safety (i.e., radiation sickness due to nuclear incidents, lead poisoning).</p>
Food contamination	<p>Food contamination: Broadly defined as any situation that involves or could involve food which might pose a high risk to humans. The contamination or adulteration of food by physical, chemical or biological agents is invariably the cause of such emergencies.</p> <p>Food-borne hazard: A biological, chemical, or physical agent in, or a condition of, food that has the potential to cause an adverse health effect.</p> <p>Food-borne illness: Human illness with evidence indicating a food was the source of exposure to the contaminant causing illness. Food-borne illness occurs when a person consumes food contaminated with bacteria, viruses, parasites, or toxins</p>
Plant disease or infestation	<p>Plant Disease: Generally defined as any series of harmful physiological processes caused by irritation of the plant by some invading agent. These invading agents are typically referred to as plant pathogens, and include viruses, bacteria, fungi and algae.</p> <p>Pest Infestation: An invasion by plant pests classified by the feeding habits of the pest: either foliage feeding or root feeding.</p>
Environmental	
Avalanche	A snow avalanche ensues when a pent-up snow mass loses its hold and is discharged from a slope.

Hazard	Description
Drought or low water	<p>Drought (also referred to as a period of low water) is an extended period, with one or more of the following:</p> <ul style="list-style-type: none"> • Three months or greater with below average precipitation which may be combined with high rates of evaporation. • Conditions in which the water levels in streams are at the minimum required for the survival of aquatic life. Water must be rationed only for high priority uses since many wells are becoming dry. • Conditions that have socioeconomic impacts that are felt over a much larger area than the individual properties that the drought/low water conditions have been reported at.
Earthquake	<p>An earthquake occurs when rocks break and slip along a fault in the earth. Energy is released during an earthquake in several forms, including as movement along the fault, as heat, and as seismic waves that radiate out from the "source" in all directions and cause the ground to shake, sometimes hundreds of kilometers away.</p>
Erosion	<p>The gradual wearing away and removal of soil or rock particles by water, ice, snow, air, plants, animals, or humans. Eroded sediment or dissolved material may be transported just a few millimetres, or thousands of kilometres.</p>
Extreme cold	<p>Extreme cold events occur when winter temperatures drop significantly below average for that time of the year.</p>
Extreme heat	<p>Extreme heat is when:</p> <ul style="list-style-type: none"> a) the temperature for a region is significantly above the average high for an extended period b) the average daytime high and nighttime minimums are expected to be above a certain temperature; or c) there is a high humidex.
Flood	<p>An overflow or inundation of water from a river or other body of water, or over land, which causes or threatens damage</p>
Fog	<p>A cloud at the earth's surface, consisting of tiny water droplets, or under very cold conditions, ice crystals or ice fog. It is generally found in calm or low wind conditions. Under foggy conditions, visibility is reduced to less than 1 kilometre.</p>
Hurricane	<p>Hurricanes are tropical cyclones that occur in the Atlantic Ocean and northeastern Pacific Ocean, with maximum sustained surface winds of at least 118 km/h. Tropical cyclone is a generic term for the family of tropical low-pressure systems, including tropical depressions, tropical storms, and hurricanes.</p>

Hazard	Description
	Hurricanes are known as typhoons in the western Pacific, very severe cyclonic storms in the North Indian Ocean, and severe tropical cyclones in Australia.
Landslide	A landslide is any type of slope failure or downward movement of rock and/or sediment. The flow of soil (earth or debris) or rock down a slope can range from a few cubic meters to more than 10 km.
Land subsidence	Land subsidence is a gradual settling or sudden sinking of the Earth's surface owing to subsurface movement of earth materials.
Lightning	Lightning is an electrical discharge caused by a build-up of static electricity between thunderclouds, or between thunderclouds and the ground. It can deliver as much as 100 million volts of electricity and strike a target up to 16 kilometres away, making it an extremely dangerous form of severe weather.
Thunderstorm	Thunderstorms are local storms, usually produced by a cumulonimbus cloud and accompanied by thunder and lightning. They can bring lightning, heavy rain, hail, strong winds and tornadoes.
Storm surge	An abnormal, sudden rise of sea or lake level associated with a storm event.
Tornado	A violently rotating column of air that results in the formation of a funnel cloud that extends fully or partially from the cumuliform cloud to the surface.
Wildland fire	Any fire in forests, shrub lands and grasslands. Some are uncontrolled wildfires are started by lightning or humans. A small number are prescribed fires set by authorized forest managers to mimic natural fire processes that renew and maintain healthy forests.
High wind	High wind events can be defined as strong, non-tornadic winds that have the potential to cause damage in Ontario.
Winter weather	Winter weather is a severe weather event with varieties of precipitation that can form only at low temperatures, such as a snow, freezing rain and ice.
Extraterrestrial	
Space object crash (any)	A space object crash is any event in which a natural or human-made object falls to the earth. It may either impact the surface or produce an air burst in which the object explodes while travelling through the atmosphere.
Space weather	A collection of physical processes, beginning at the Sun and ultimately affecting human activities on Earth and in space.
Hazardous Materials	
Chemical	A chemical release is defined as the uncontrolled release of a hazardous chemical, either as a solid, liquid or a gas.

Hazard	Description
Nuclear (facility)	<p>The source of a 'Nuclear Emergency' is a reactor facility, unlike radiological emergencies.</p> <p>A Nuclear Emergency is an emergency that has led to or could lead to the release of radioactive material, or exposures to uncontrolled sources of radiation, which pose, or could pose, a threat to health and safety, property, and the environment.</p>
Oil or natural gas	<p>The uncontrolled release of oil, natural gas, or both.</p> <p>The release could be from a pipeline or distribution system, vehicles, a well, a storage facility, or a combination of these.</p>
Radiological	<p>An emergency caused by ionizing radiation, released by a source other than a reactor facility.</p>
Health	
Water quality	<p>A widespread or severe incident of contamination that presents a danger to or otherwise endangers the general health and well-being of the public.</p>
Infectious disease	<p>An infectious disease outbreak is defined generally as a widespread incident of disease or other situation that presents a danger to the general health and well-being of the human population.</p> <p>Infectious diseases can become an epidemic or pandemic:</p> <ul style="list-style-type: none"> • Epidemic: An outbreak of infection that spreads rapidly and affects many individuals in a given area or population at the same time. • Pandemic: An epidemic occurring worldwide, crossing international boundaries and usually affecting a large number of people.
Substance use and overdose	<p>A public health emergency resulting from problematic or harmful use of prescription drugs or other controlled substances.</p>
Public Safety	
Active threat	<p>An active threat is a situation where an individual is actively engaged in killing or attempting to kill people in a populated area.</p>
Civil disorder	<p>A group or groups of people engaged in act of civil disobedience (such as a demonstration, riot, or strike) that disrupts a business, organization or community and requires intervention to maintain public safety.</p>
Crowd disaster	<p>Incidents resulting from crowd forces or behaviour that reach levels that difficult to resist or control.</p>

Hazard	Description
Cyber attack	An attack via cyberspace, for the purpose of disrupting, disabling, destroying, or maliciously controlling a computing environment/infrastructure; or destroying the integrity of the data or stealing controlled information.
Electromagnetic pulse	An EMP is a burst of electromagnetic energy produced by weapons designed and deployed with the intent to produce EMP. An EMP can occur as a radiated, electric, or magnetic field or a conducted electric current, depending on the source.
Geopolitical pressures	The influence of foreign and national geopolitical pressures originating beyond Ontario provincial political boundaries, leading to an imminent or real threat to the province.
Sabotage	Any acts of coercion, collusion, tampering, destruction, corruption or subversive actions, intended to cause disruption or damage and a threat to public safety In acts of sabotage, physical human injury is not the intent of the action.
Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE)	CBRNE materials that are intentionally released with malicious intent to cause harm to humans, property, business, or the environment. These materials can be weaponized or non-weaponized.
Structural	
Dam failure	The uncontrolled release of stored water due to the breaching or destruction of a dam or barrier intended to hold back water or other fluids.
Fire explosion	Fire: A rapid oxidation process, which is a chemical reaction resulting in the evolution of light and heat in varying intensities. Any instance of destructive and uncontrolled burning, including explosions. Explosion: The sudden conversion of potential energy (chemical, mechanical, or nuclear) into kinetic energy that produces and violently releases gas.
Mine	An unplanned event that jeopardizes the structural integrity, ground stability, or normal conditions of a mine site or mining plant that presents a risk to the safety of workers, people near the mine, the property of the mine, the environment or the economy. This hazard can be divided into two parts; •operational mine emergencies, and •abandoned mine emergencies.
Structural failure	The loss of structural integrity in a building or structure that results in the structure losing shape, caving in, or being flattened or reduced to debris.

Hazard	Description
Supply and Distribution	
Communications failure	Events where loss of standard radio, mobile or landline telecommunications, Internet, or satellite-based networks or devices results in communications failure.
Electrical energy failure	A disruption of electrical power generation, transmission or distribution, leading to severe concerns.
Food shortage	Food Shortages result from events adversely affecting the food supply through changes in food security, food quality, or food safety, which threaten the wellbeing of the public.
Medical drug, blood product, or supply shortage	A medical drug, blood product or supplies shortage emergency refers to a disruption in the manufacture, supply and/or distribution of blood products, drugs and/or medical supplies, including many that are needed for life-threatening conditions.
Petroleum product shortage	A Petroleum Product Shortage emergency refers to a disruption in the supply, refinement or transmission of petroleum products such as diesel, heating fuels, and propane, gasoline, oil or natural gas.
Water or wastewater disruption	The disruption of infrastructure that manages potable water, used wastewater or sewage, causing emergency conditions. This includes any combination of domestic, industrial, or commercial activities, surface runoff or storm water, and any sewer inflow or sewer infiltration.
Transportation	
Aviation	Transportation emergencies involving aircraft.
Marine	Transportation emergencies involving marine vehicles and/or incidents in waterways, including in water below ice.
Public transit systems	Result when disruptions of public transit systems are significant enough to cause serious financial, reputational, economic, social or other consequences to the community.
Rail, light rail, or subway	An emergency involving railway vehicles travelling on a railway track or railway line with a set of two parallel rows of long pieces of steel and is intended to be kept separate from road ways and other vehicular traffic although it may occasionally intersect it. Funicular vehicles are not included.
Road and highway	Transportation emergencies involving road vehicles on roadways or highways.

Appendix B: Program definitions/glossary

Baseline: the before measurement that is taken before the project begins or any actions were applied. The baseline value should be below the target value

Capacity: the amount that something can produce (e.g., the organization aims to increase training capacity).

Capital expenses: expenditures to acquire, construct or upgrade physical assets.

Emergency: a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.

Equipment: equipment is a tangible asset that benefits an organization over several years of use.

Operating expenses: the cost an organization spends on an ongoing, day to day basis and for the purpose of this funding, must be directly tied to project execution and completion.

Preparedness: Actions taken prior to an emergency or disaster to ensure an effective response. These actions include the formulation of emergency response plans, business continuity/continuity of operations plans, training, exercises, and public awareness and education.

Supplies: supplies are used to support operations, and are often exhaustible and have a limited lifespan after they've served their purpose

Target: the quantifiable benchmarks you want to reach to meet your project goals

Appendix C: List eligible municipalities, population under 100,000 (Statistics Canada data from 2021)

Addington Highlands (Township)	Assiginack (Township)	Brant (County)
Adelaide Metcalfe (Township)	Athens (Township)	Brethour (Township)
Adjala-Tosorontio (Township)	Atikokan (Town of)	Brighton (Municipality of)
Admaston-Bromley (Township)	Augusta (Township)	Brock (Township)
Alberton (Township)	Aurora (Town of)	Brockton (Municipality of)
Alfred and Plantagenet (Township)	Aylmer (Town of)	Brockville (City of)
Algonquin Highlands (Township)	Baldwin (Township)	Brooke-Alvinston (Municipality of)
Alnwick-Haldimand (Township)	Bancroft (Town of)	Bruce (County)
Amaranth (Township)	Bayham (Municipality of)	Bruce Mines (Town of)
Amherstburg (Town of)	Beckwith (Township)	Brudenell, Lyndoch and Raglan (Township)
Armour (Township)	Belleville (City of)	Burk's Falls (Village of)
Armstrong (Township)	Billings (Township)	Burpee and Mills (Township)
Arnprior (Town of)	Black River-Matheson (Township)	Caledon (Town of)
Arran-Elderslie (Municipality of)	Blandford-Blenheim (Township)	Callander (Municipality of)
Ashfield-Colborne- Wawanosh (Township)	Blind River (Town of)	Calvin (Municipality of)
Asphodel-Norwood (Township)	Bluewater (Municipality of)	Carleton Place (Town of)
	Bonfield (Township)	Carling (Township)
	Bonnechere Valley (Township)	Carlow-Mayo (Township)
	Bracebridge (Town of)	
	Bradford West Gwillimbury (Town of)	

Casey (Township)	Cobourg (Town of)	East Ferris (Municipality of)
Casselman (Municipality of)	Cochrane (Town of)	East Garafraxa (Township)
Cavan Monaghan (Township)	Cockburn Island (Township)	East Gwillimbury (Town of)
Central Elgin (Municipality of)	Coleman (Township)	East Hawkesbury (Township)
Central Frontenac (Township)	Collingwood (Town of)	East Zorra-Tavistock (Township)
Central Huron (Municipality of)	Conmee (Township)	Edwardsburgh-Cardinal (Township)
Central Manitoulin (Municipality of)	Cornwall (City of)	Elgin (County)
Centre Hastings (Municipality of)	Cramahe (Township)	Elizabethtown-Kitley (Township)
Centre Wellington (Township)	Dawn-Euphemia (Township)	Elliot Lake (City of)
Chamberlain (Township)	Dawson (Township)	Emo (Township)
Champlain (Township)	Deep River (Town of)	Englehart (Town of)
Chapleau (Township)	Deseronto (Town of)	Enniskillen (Township)
Chapple (Township)	Dorion (Township)	Erin (Town of)
Charlton and Dack (Municipality of)	Douro-Dummer (Township)	Espanola (Town of)
Chatsworth (Township)	Drummond-North Elmsley (Township)	Essa (Township)
Chisholm (Township)	Dryden (City of)	Essex (Town of)
Clarence-Rockland (City of)	Dubreuilville (Township)	Evanturel (Township)
Clearview (Township)	Dufferin (County)	Faraday (Township)
Cobalt (Town of)	Dutton-Dunwich (Municipality of)	Fauquier-Strickland (Township)
	Dysart et al (Municipality of)	Fort Erie (Town of)
	Ear Falls (Township)	

Fort Frances (Town of)	Grey Highlands (Municipality of)	Horton (Township)
French River (Municipality of)	Grimsby (Town of)	Howick (Township)
Front of Yonge (Township)	Guelph-Eramosa (Township)	Hudson (Township)
Frontenac (County)	Haldimand (County)	Huntsville (Town of)
Frontenac Islands (Township)	Haliburton (County)	Huron (County)
Gananoque (Town of)	Halton Hills (Town of)	Huron East (Municipality of)
Gauthier (Township)	Hamilton (Township)	Huron Shores (Municipality of)
Georgian Bay (Township)	Hanover (Town of)	Huron-Kinloss (Township)
Georgian Bluffs (Township)	Harley (Township)	Ignace (Township)
Georgina (Town of)	Harris (Township)	Ingersoll (Town of)
Gillies (Township)	Hastings (County)	Innisfil (Town of)
Goderich (Town of)	Hastings Highlands (Municipality of)	Iroquois Falls (Town of)
Gordon-Barrie Island (Municipality of)	Havelock-Belmont- Methuen (Township)	James (Township)
Gore Bay (Town of)	Hawkesbury (Town of)	Jocelyn (Township)
Grand Valley (Town of)	Head, Clara and Maria (Township)	Johnson (Township)
Gravenhurst (Town of)	Hearst (Town of)	Joly (Township)
Greater Madawaska (Township)	Highlands East (Municipality of)	Kapuskasing (Town of)
Greater Napanee (Town of)	Hilliard (Township)	Kawartha Lakes (City of)
Greenstone (Municipality of)	Hilton Beach (Village of)	Kearney (Town of)
	Hilton (Township)	Kenora (City of)
	Hornepayne (Township)	Kerns (Township)
		Killaloe, Hagarty and Richards (Township)

Killarney (Municipality of)	Leeds and Grenville (United Counties of)	Marmora and Lake (Municipality of)
Kincardine (Municipality of)	Leeds and the Thousand Islands (Township)	Matachewan (Township)
King (Township)	Lennox and Addington Co	Mattawa (Town of)
Kingsville (Town of)	Limerick (Township)	Mattawan (Municipality of)
Kirkland Lake (Town of)	Lincoln (Town of)	Mattice-Val Côté (Township)
La Vallee (Township)	Loyalist (Township)	McDougall (Municipality of)
Laird (Township)	Lucan Biddulph (Township)	McGarry (Township)
Lake of Bays (Township)	Macdonald, Meredith and Aberdeen Additional Tp	McKellar (Township)
Lake of the Woods (Township)	Machar (Township)	McMurrich-Monteith (Township)
Lakeshore (Municipality of)	Machin (Municipality of)	Mcnab-Braeside (Township)
Lambton Shores (Municipality of)	Madawaska Valley (Township)	Meaford (Municipality of)
Lanark (County)	Madoc (Township)	Melancthon (Township)
Lanark Highlands (Township)	Magnetawan (Municipality of)	Merrickville-Wolford (Village of)
Larder Lake (Township)	Malahide (Township)	Middlesex Centre (Municipality of)
LaSalle (Town of)	Manitouwadge (Township)	Middlesex (County)
Latchford (Town of)	Mapleton (Township)	Midland (Town of)
Laurentian Hills (Town of)	Marathon (Town of)	Minden Hills (Township)
Laurentian Valley (Township)	Markstay-Warren (Municipality of)	Minto (Town of)
Leamington (Municipality of)		Mississippi Mills (Municipality of)

Mono (Town of)	North Dumfries (Township)	Oliver Paipoonge (Municipality of)
Montague (Township)		
Moonbeam (Township)	North Dundas (Township)	Opasatika (Township)
Moosonee (Town of)		Orangeville (Town of)
Morley (Township)	North Frontenac (Township)	Orillia (City of)
Morris-Turnberry (Municipality of)	North Glengarry (Township)	Oro-Medonte (Township)
Mulmur (Township)	North Grenville (Municipality of)	Otonabee-South Monaghan (Township)
Muskoka (District Municipality)	North Huron (Township)	Owen Sound (City of)
Muskoka Lakes (Township)	North Kawartha (Township)	Papineau-Cameron (Township)
Nairn and Hyman (Township)	North Middlesex (Municipality of)	Parry Sound (Town of)
Neebing (Municipality of)	North Perth (Municipality of)	Pelee (Township)
New Tecumseth (Town of)	North Stormont (Township)	Pelham (Town of)
Newbury (Village of)	Northeastern Manitoulin and The Islands (Municipality of)	Pembroke (City of)
Newmarket (Town of)		Penetanguishene (Town of)
Niagara Falls (City of)	Northern Bruce Peninsula (Municipality of)	Perry (Township)
Niagara-on-the-Lake (Town of)		Perth (County)
Nipigon (Township)	Northumberland (County)	Perth East (Township)
Nipissing (Township)	Norwich (Township)	Perth South (Township)
Norfolk (County)		Perth (Town of)
North Algona Wilberforce (Township)	O'Connor (Township)	Petawawa (Town of)
North Bay (City of)	Oil Springs (Village of)	Peterborough (City of)
		Peterborough (County)
		Petrolia (Town of)

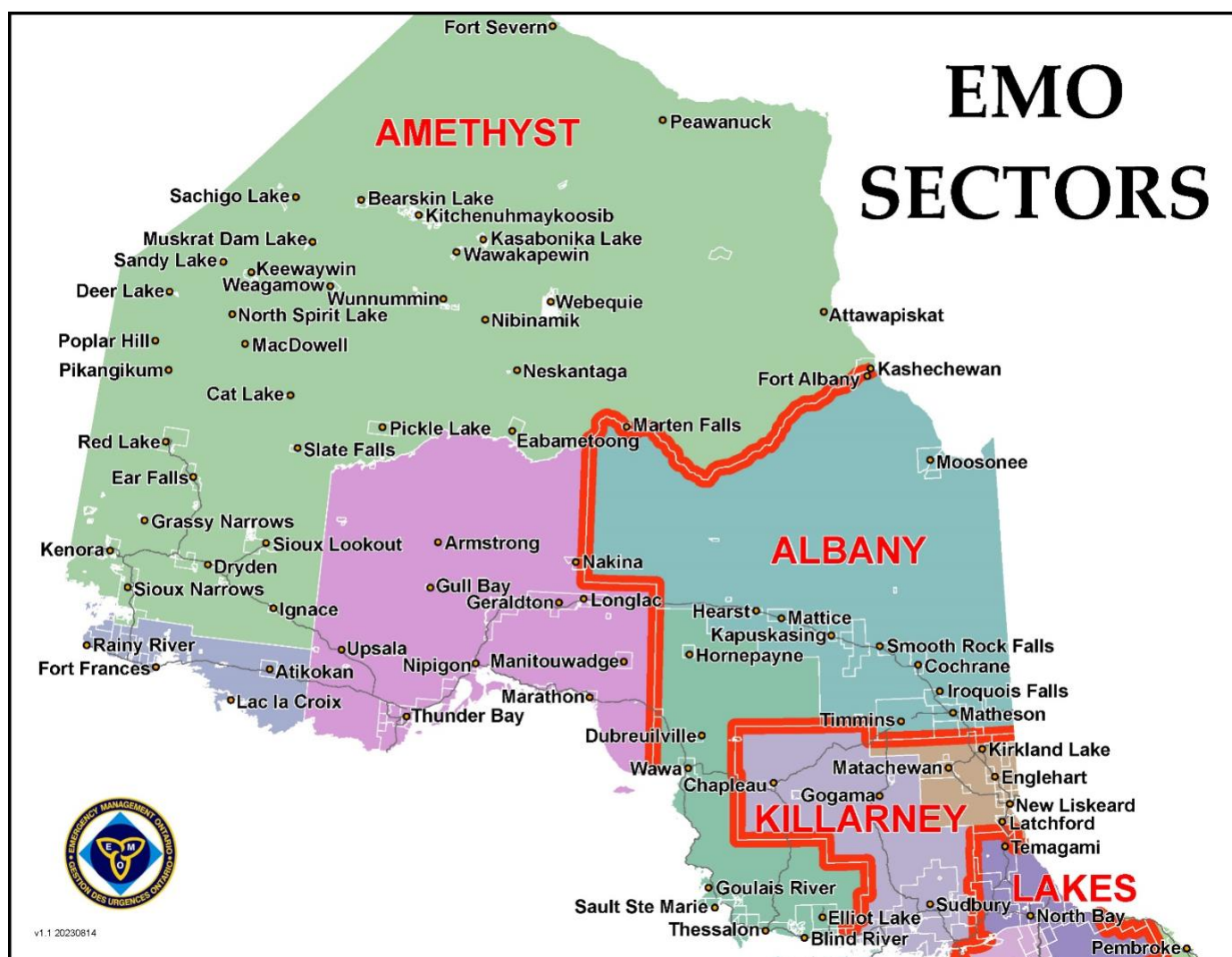
Pickering (City of)	Russell (Township)	South Dundas (Municipality of)
Pickle Lake (Township)	Ryerson (Township)	South Frontenac (Township)
Plummer Additional (Township)	Sables-Spanish Rivers (Township)	South Glengarry (Township)
Plympton-Wyoming (Town of)	Sarnia (City of)	South Huron (Municipality of)
Point Edward (Village of)	Saugeen Shores (Town of)	South River (Village of)
Port Colborne (City of)	Sault Ste. Marie (City of)	South Stormont (Township)
Port Hope (Municipality of)	Schreiber (Township)	Southgate (Township)
Powassan (Municipality of)	Scugog (Township)	Southwest Middlesex (Municipality of)
Prescott and Russell (United Counties of)	Seguin (Township)	South-West Oxford (Township)
Prescott (Town of)	Selwyn (Township)	Southwold (Township)
Prince Edward Co	Severn (Township)	Spanish (Town of)
Prince (Township)	Shelburne (Town of)	Springwater (Township)
Puslinch (Township)	Shuniah (Municipality of)	St. Charles (Municipality of)
Quinte West (City of)	Sioux Lookout (Municipality of)	St. Clair (Township)
Rainy River (Town of)	Sioux Narrows-Nestor Falls (Township)	St. Joseph (Township)
Ramara (Township)	Smiths Falls (Town of)	St. Marys (Town of)
Red Lake (Municipality of)	Smooth Rock Falls (Town of)	St. Thomas (City of)
Red Rock (Township)	South Algonquin (Township)	Stirling-Rawdon (Township)
Renfrew (County)	South Bruce (Municipality of)	Stone Mills (Township)
Renfrew (Town of)	South Bruce Peninsula (Town)	
Rideau Lakes (Township)		

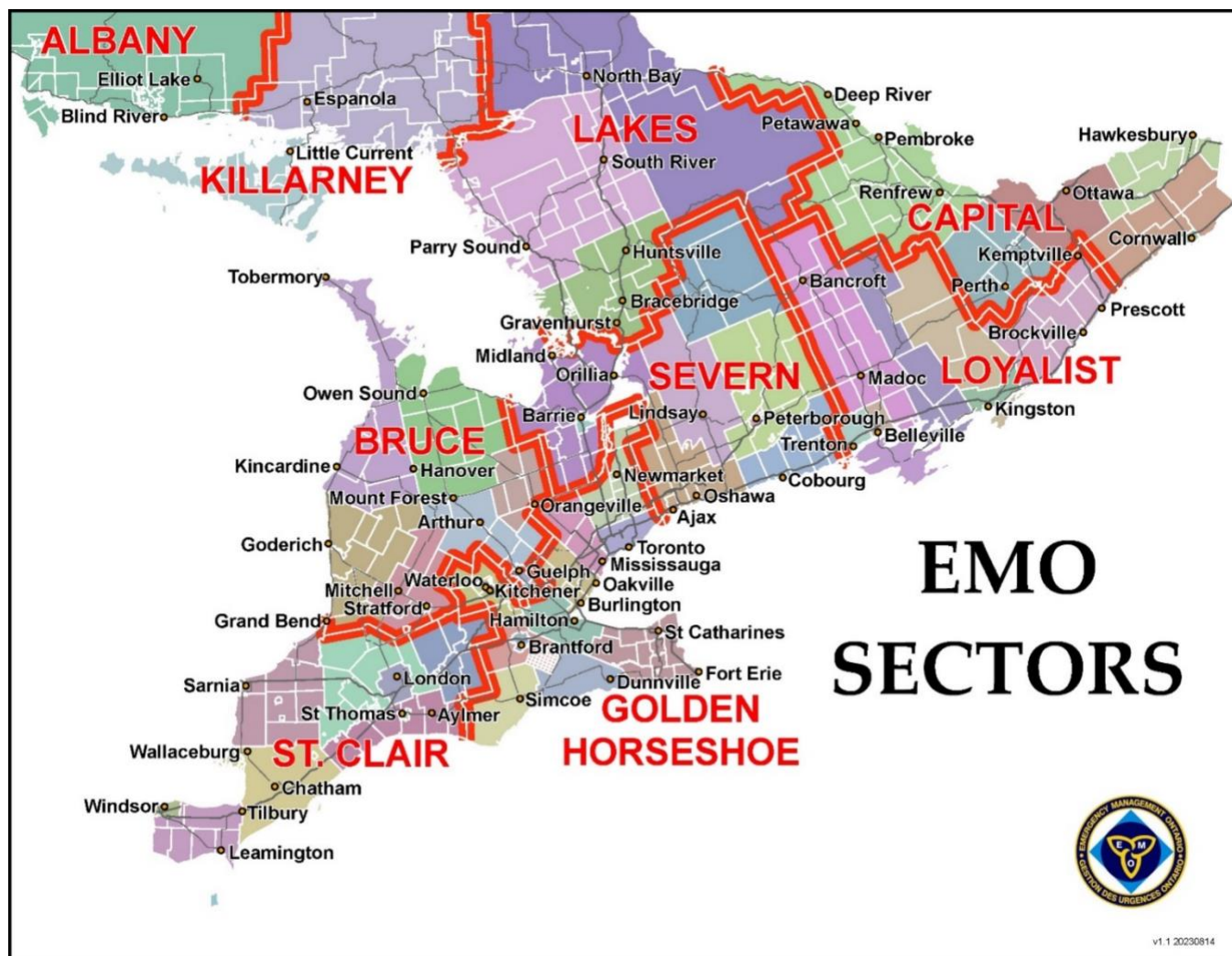
Stormont, Dundas and Glengarry (United Counties of)	The North Shore (Township)	Wellesley (Township)
Stratford (City of)	Thessalon (Town of)	Wellington (County)
Strathroy-Caradoc (Municipality of)	Thornloe (Village of)	Wellington North (Township)
Strong (Township)	Thorold (City of)	West Elgin (Municipality of)
Sundridge (Village of)	Tillsonburg (Town of)	West Grey (Municipality of)
Tarbutt (Township)	Timmins (City of)	West Lincoln (Township)
Tay (Township)	Tiny (Township)	West Nipissing (Municipality of)
Tay Valley (Township)	Trent Hills (Municipality of)	West Perth (Municipality of)
Tecumseh (Town of)	Trent Lakes (Municipality of)	Westport (Village of)
Tehkummah (Township)	Tudor and Cashel (Township)	Whitchurch-Stouffville (Town of)
Temagami (Municipality of)	Tweed (Municipality of)	White River (Township)
Temiskaming Shores (City of)	Tyendinaga (Township)	Whitestone (Municipality of)
Terrace Bay (Township)	Uxbridge (Township)	Whitewater Region (Township)
Thames Centre (Municipality of)	Val Rita-Harty (Township)	Wilmot (Township)
The Archipelago (Township)	Wainfleet (Township)	Wollaston (Township)
The Blue Mountains (Town of)	Warwick (Township)	Woodstock (City of)
The Nation (Municipality of)	Wasaga Beach (Town of)	Woolwich (Township)
	Wawa (Municipality of)	Zorra (Township)
	Welland (City of)	

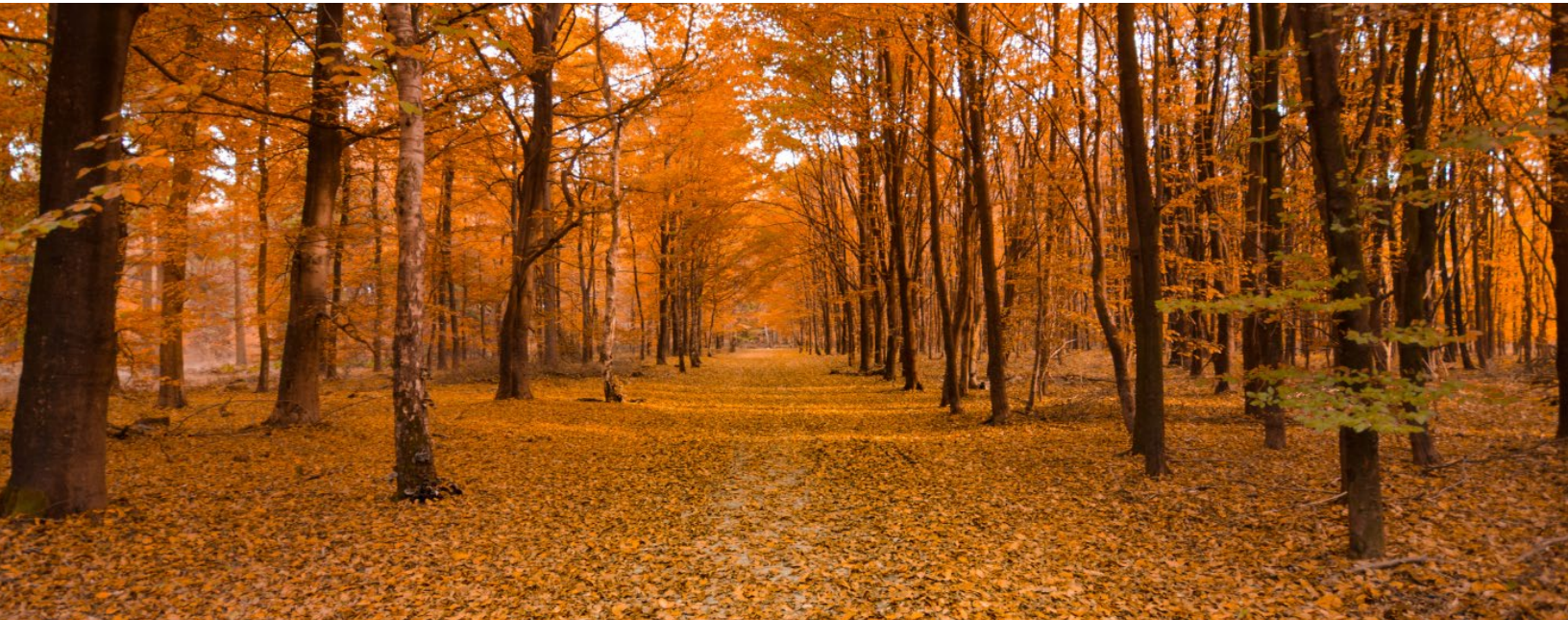
Appendix D: Emergency Management Ontario sector list and maps

Refer to maps for sector boundaries

- Albany
- Amethyst
- Bruce
- Capital
- Golden Horseshoe
- Killarney
- Lakes
- Loyalist
- St. Clair
- Severn







FROM THE DIRECTOR'S DESK

October 2023

It's hard to believe that summer has come and gone! I hope that you all had the opportunity to rest and enjoy time with friends and family over the summer months. Now into Fall, as pumpkin spice pops up seemingly everywhere, we're hard at work ensuring that we continue to advance important initiatives through the Clean Energy Frontier program.



It has also dawned on me that this is the first time that I am addressing you (in this format) as the Director responsible for the Clean Energy Frontier program. As such, I'd like to thank my talented colleague, Jessica Linthorne, for the incredible work that she has done to advance the program. The program has undoubtedly benefited immensely from Jess' leadership. Thankfully, Jessica is not going far. She is staying with the Nuclear Innovation Institute as Chief Operating Officer and will continue to be a resource for the program moving forward (thank goodness—no one loves census data more than Jess!).



The program will now be overseen by NII's division of Policy and Partnerships which includes myself and Jordan Durrer (Program Specialist, Policy and Partnerships) who is incredibly talented and an excellent resource for the program. Both Jordan and I have enjoyed the work we've done to date, including being active at the Association of Municipalities of Ontario (AMO) Conference in August, supporting local municipalities with advocacy work and engaging directly with local councils on the Nuclear Sector Sustainability and Growth Study.

ICYMI

The Clean Energy Frontier created a **Plain Language Toolkit** for local elected officials. The toolkit contains quick facts about:

- The Clean Energy Frontier program hosted at the Nuclear Innovation Institute.
- Lifesaving medical isotopes created right here in our region.
- How the industry accounts for all its waste.
- The role of energy storage in a clean energy Ontario.



Furthermore, late last month we were pleased to welcome the Regional Steering Committee to NII for a very insightful meeting and discussion. As mentioned during the meeting, one of the significant strengths of the program is that it draws on an excellent cross-section of local expertise. We very much value your insights and have already been hard at work implementing your vision for program activities in the months ahead. Stay tuned for more updates!

As always, please don't hesitate to reach out to me or Jordan. We're always happy to engage and support you.

Wishing you a very happy (and pumpkin spice-filled) fall season!

CHAD RICHARDS, DIRECTOR

Policy & Partnerships, NII

Chad.Richards@nii.ca



OVER THE PAST MONTH

- SEPT 7** Bruce County Delegation
- SEPT 20** Huron County Delegation
- SEPT 22** Regional Steering Committee Meeting
- SEPT 28** Grey County Planning and Economic Development Committee Delegation
- OCT 3** Energy Storage Canada Conference

UPCOMING DATES

- OCT 26** NWMO Bus Tour
- JAN 2024** Clean Energy Frontier Summit

Are you connected to the Clean Energy Frontier program? **Follow us online.**





Saugeen Valley Conservation Authority

Minutes – Board of Directors

Date: Thursday September 21, 2023, 1:00 p.m.

Location: Administration Office, Formosa, ON

Chair: Tom Hutchinson

Members present: Paul Allen, Barbara Dobreen (virtual) Kevin Eccles, Bud Halpin, Steve McCabe, Greg McLean, Sue Paterson, Moiken Penner, Jennifer Prenger, Bill Stewart (virtual), Peter Whitten

Members absent: Larry Allison, Dave Myette, Mike Niesen,

Staff present: Matt Armstrong, Erik Downing, Janice Hagan, Donna Lacey, Elise MacLeod, Laura Molson, Ashley Richards

Chair Barbara Dobreen was unable to attend the meeting in person. Vice Chair Tom Hutchinson assumed the Chair position and called the meeting to order at 1:00 p.m.

1. Land Acknowledgement

The Land Acknowledgement was read by Greg McLean:

We begin our meeting today by respectfully acknowledging the Anishinaabeg Nation, the Haudensaunee, the Neutral, and the Petun peoples as the traditional keepers of this land. We are committed to moving forward in the spirit of reconciliation with First Nations, Métis, and Inuit peoples.

2. Adoption of Agenda

It was requested that the December 21st Authority meeting be rescheduled, and discussion for an alternate date be added to the agenda under New business.

Motion #G23-86

Moved by Steve McCabe

Seconded by Kevin Eccles

THAT the agenda for the Saugeen Valley Conservation Authority meeting, September 21, 2023, be adopted as amended.

Carried

3. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest relative to any item on the agenda.

4. Adoption of Authority meeting minutes – July 20, 2023**Motion #G23-87**

Moved by Sue Paterson

Seconded by Greg McLean

THAT the minutes of the Saugeen Valley Conservation Authority meeting, July 20, 2023, be adopted as presented.

Carried

5. Reports for information**5.1 Approved Committee minutes****5.1.1 Property and Parks Committee – April 20, 2023**

The Directors requested an update on Varney Pond. Staff reported that SVCA is anticipating responses from the Ministry of Transportation (MTO), Department of Fisheries and Oceans (DFO) and the Ministry of the Environment and Conservation and Parks (MECP). Erik highlighted that DFO had responded favorably, verbally, to SVCA in that no action with regards to the past status of the property would be pursued. Future actions will require guidance from these external agencies.

5.1.2 Executive Committee – July 6, 2023

There was no discussion.

5.1.3 Executive Committee – August 3, 2023**5.2 News Articles for Members' information**

There was no discussion.

5.3 Correspondence

There was no correspondence.

6. New Business**6.1 Authority meeting schedule revision****Motion #G23-88**

Moved by Steve McCabe

Seconded by Bud Halpin

THAT the December 21, 2023 Authority meeting be rescheduled for November 30, 2023.

Carried

6.2 2024 Campground fees**Motion #G23-89**

Moved by Paul Allen

Seconded by Jennifer Prenger

THAT the proposed 2024 Campground Fee Schedule be approved as presented.

Carried

6.3 Ash Tree removal RFPs

Motion #G23-90

Moved by Bud Halpin

Seconded by Moiken Penner

THAT the Authority accepts the recommendations of the Property and Parks Committee that RFP_LANDS2023-01 and RFP_LANDS2023-02 for Ash removal at Saugeen Bluffs and Brucedale be awarded to the lowest proposal; and further

THAT should the lowest contractor decline, the offer of acceptance be made to the next lowest proposal.

Carried

6.4 Draft Budget Review

Erik Downing GM/S-T(Acting), and the department managers presented the draft budget for 2024. The proposed budget is based on the revisions of the *Conservation Authorities Act* and requirements for Category 1,2 and 3 Programs and Services. There was discussion regarding the User Fee review which proposed an increase in EPR fees which could generate revenues for the Authority; however, it is yet to be determined if the province will continue to freeze fees through 2024 which could have implication for the levy and poses challenges for budgeting. The Authority discussed corresponding with watershed MPPs requesting notification of the province's intentions regarding EPR review fees.

Motion #G23-91

Moved by Bill Stewart

Seconded by Steve McCabe

THAT the SVCA Board of Directors approve the 2024 draft budget in principle; and further

THAT staff be authorized to forward the draft budget to the Authority's watershed municipalities for a 30-day review and include the offer of a delegation if requested.

Motion tabled:

Kevin Eccles moved to table the motion to the next Authority meeting and until further review of capital expenses and/or revenue generation to be presented to the Board. This was seconded by Jennifer Prenger.

Motion referred:

After discussion Kevin withdrew his motion to table, and referred it, seconded by Greg McLean:

THAT the motion be referred to the next Board meeting and until further review of capital expenses and revenue generation, to be presented to the Board.

Motion amended:

Barbara Dobreen moved to amend the motion, seconded by Kevin Eccles:

THAT the motion be referred back to staff for further review of capital expenses and revenue generation; and further

THAT staff report back to the Authority at the next Board meeting.

Carried

7. Adjournment

There being no further business, the meeting adjourned at 3:47 p.m. on the motion of Greg McLean and Bud Halpin.

Tom Hutchinson
Chair Pro-Tem (Vice Chair)

Janice Hagan
Recording Secretary



Saugeen Valley Conservation Authority

Minutes – Board of Directors Special Meeting

Date: Thursday September 21, 2023, 11:00 a.m.

Location: Administration Office, Formosa, ON

Chair: Tom Hutchinson

Members present: Paul Allen, Barbara Dobreen (virtual), Kevin Eccles, Bud Halpin, Steve McCabe, Greg McLean, Sue Paterson, Moiken Penner, Jennifer Prenger, Bill Stewart (virtual)

Members absent: Larry Allison, Dave Myette, Mike Niesen, Peter Whitten

Staff present: Matt Armstrong, Erik Downing, Janice Hagan, Donna Lacey, Elise MacLeod, Laura Molson, Ashley Richards

Chair Barbara Dobreen was unable to attend the meeting in person. Vice Chair Tom Hutchinson assumed the Chair position and called the meeting to order at 11:00 a.m.

1. Adoption of Agenda

Motion #G23-84

Moved by Sue Paterson

Seconded by Paul Allen

THAT the agenda for the Saugeen Valley Conservation Authority Special meeting, September 21, 2023, be adopted as circulated.

Carried

2. Declaration of Pecuniary Interest

There were no declarations of pecuniary interest relative to any item on the agenda.

3. New business

3.1 Draft Strategic Plan Discussion

The Authority deliberated the draft 2023-2033 Strategic Plan as presented by staff. The plan provides a framework for future budgetary requirements and will guide decision making and planning over the short to long term. Items discussed by the Board included methods for tracking progress and accountability. It was noted that Strategic Plan items are intended to be high level, and achievement will rely on the expertise of staff for implementation. New or ongoing projects would be linked to the strategic plan to ensure direction is being monitored, and visual progress reports to the Authority would be essential.

Motion #G23-85

Moved by Greg McLean

Seconded by Barbara Dobreen

THAT the Saugeen Valley Conservation Authority Board of Directors accepts the 10-year Strategic Plan for the period of 2023-2033 as presented; and further

THAT the Board directs staff to incorporate linkages related to the strategic plan into future Board reports.

Carried

4. Adjournment

There being no further business, the meeting adjourned at 12:15 p.m. on the motion of Kevin Eccles and Bud Halpin.

Tom Hutchinson
Chair Pro-Tem (Vice Chair)

Janice Hagan
Recording Secretary

GENERAL BOARD MEETING MINUTES

Friday, September 15, 2023, 11:00 a.m.

Boardroom, 603 Bruce Rd 19, Walkerton, ON & via Zoom

Board Members Present: Ed McGugan, Councillor, Huron-Kinloss, President
Doug Townsend, Councillor, West Grey, Vice-President
Warren Dickert, Deputy Mayor, Hanover, Past President
Cheryl Grace, Councillor, Saugeen Shores (via Zoom)
Kym Hutcheon, Councillor, Brockton
Rory Cavanagh, Councillor, Kincardine (via Zoom) for Doug Kennedy
Joel Loughhead, Councillor, Grey Highlands (via Zoom)
Scott Mackey, Mayor, Chatsworth
Jennifer Shaw, Deputy Mayor, Arran-Elderslie (via Zoom)
Monica Singh-Soares, Councillor, Southgate (via Zoom)

Board Members Absent: None

Others Present: Stephan Labelle, SMART Manager
Catherine McKay, Recording Secretary

1. Call to Order

The meeting was called to order at 11:00 a.m.

2. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest

None declared.

3. Approval of the Agenda

Motion

Moved by Scott Mackey; Seconded by Doug Townsend

That the agenda be approved as presented.

Carried

4. Delegations

There were no delegations.

5. Minutes of Previous Meeting – June 23, 2023

Motion

Moved by Kym Hutcheon; Seconded by Monica Singh-Soares

That the minutes from June 23, 2023 be amended so that the first sentence in the 5th full paragraph on page 3 states that it was the Manager who spoke to the Ministry of Transportation and that the minutes be approved as so amended.

Carried

6. Business Arising from the Minutes

There was no business arising from the minutes.

7. New Business

A. New SMART Vehicle

The Manager reviewed the Vehicle Purchase Recommendation report highlighting the pros and cons of four vehicles. The only vehicle with no significant disadvantages was the Promaster MoveMobility.

The Manager was commended for his in-depth report, and discussion clarified the following points about the MoveMobility vehicle. The power train is from Chrysler and its chassis from Fiat, so parts would be available.

The ramp can be manually operated in case of a power failure. It requires less maintenance and is suitable for Canadian winters. Vehicles are available and it will take 5 to 6 months for modifications such as installing the ramp which slides under the lower floor. It is not known if the company is Canadian or American. Only one vehicle will be purchased using SMART funds as ICIP (Improving Canada's Infrastructure Program) funding is no longer available.

With respect to budgeting for vehicles, it was noted that an area police service budgets for 1.5 vehicles per year which allows one purchase in a year, and two the following year, a practice which SMART could consider.

The Manager will clarify the technological capabilities of the MoveMobility vehicle such as navigation, communication, etc., which are likely the same as SMART's current vehicles. Hybrid vehicles are not available and none were on display at the recent conference he attended.

Motion

Move by Scott Mackey; Seconded by Kym Hutcheon

That the Manager be authorized to procure a new SMART vehicle as presented for the sum of \$156,000.

B. Budget Update

The Manager reviewed the budget report noting that the \$125,000 deficit is expected to increase to \$595,000 by the end of the year. SMART will receive approximately \$1.81 million in gas tax revenue and is projected to start 2024 with reserves of more than \$1 million. The Manager reported that expenses to date have been well managed with fuel amounting to \$137,000, and projected to be \$250,000 by year end. It was suggested that SMART use any budget surplus as part of its asset management plan and should prioritize projects in terms of funding and cost/benefit. The Manager noted that future plans include the purchase of another vehicle as well as projects to ensure the safety of clients and staff, such as the purchase of Automatic External Defibrillators (AEDs). Insurance costs are on budget and savings have resulted from getting rid of some vehicles. Capital expenditures such as computer upgrades are not required in 2023, and the Manager is currently reviewing the photocopier/printer situation to determine if purchasing a new machine is more cost effective than the lease.

The Chair suggested that SMART should have an asset management plan to plan future acquisitions, particularly with respect to vehicles which are SMART's major asset expense and which depreciate.

Motion

Moved by Warren Dickert; Seconded by Kym Hutcheon

That the budget report be received for information.

C. HCSS Collaboration

The Manager has been working with HCSS and the GTR to meet demand that exceeds their capacities. The HCSS agreement is operational and there have so far been two requests, and no additional client registrations. The HCSS clients served by SMART are all from member municipalities. SMART has not received any requests from GTR clients. The Manager met with Bruce County representatives and Stephen Musehl, Executive Director of HCSS, to explore how these organizations could help each other. This is a positive step and synergies could result in more rides for SMART and possibly reduced deadhead costs.

One possibility is for SMART to move up to the County level and the question was posed whether it makes sense to have three organizations each with fleets of vehicles and drivers. Bruce County is currently doing a transportation study with a broad scope covering road, public transit, bikes, and accessible transit, and is expected to produce a draft report in October, although it is not clear whether it will address accessible transit. Point-to-point transit systems are the way to go in rural areas, versus fixed routes, which do not tend to work effectively, although some fixed routes might make sense. SMART may have an opportunity to work with HCSS to become the area's accessible transit provider.

The Manager does not know the source of demand for HCSS services, and noted that calls from HCSS clients can come in from anywhere in Grey/Bruce and SMART needs to be careful as to which ones to take. Emergency plans are in place with long term care homes, but are not part of the agreement with HCSS, although this could be looked at. HCSS may also not be interested in focusing on transportation.

The Board was informed that Owen Sound Transit has contracted with Voyago to run all its transit routes at a lower cost due to economies of scale which will lower prices to clients. Also, Voyago has bought Kunkel Bus Lines.

Motion

Moved by Monica Sing-Soares; Seconded by Jennifer Shaw

That the report on HCSS collaboration be received for information.

Carried

D. GTR Agreement

This item was addressed under item 7C above.

E. Camera Program

The purchase of cameras was approved at the last Board meeting and 21 cameras have been purchased at \$53 each, below the amount approved. They are installed as vehicles go for oil changes and signs will be put up advising of the presence of the cameras. No issues have been reported by drivers or clients with respect to the cameras. The following points were clarified: cameras turn off when the vehicle is turned off but have motion detectors that turn them on if there is movement in the vehicle; they are both front and rear facing; data is stored on a card and 8 – 15 seconds of data is stored in case of an accident; the cost did not include installation which is \$40/vehicle; there are no maintenance costs since the cameras have solid state memory and no moving parts. The Manager is preparing a policy relating to the cameras which will be presented at the next Board meeting.

Motion

Moved by Doug Townsend; Seconded by Kym Hutcheon

That the report on the camera program be received for information.

Carried

F. Performance Review

The Chair advised that the Board's Executive Committee completed the Manager's performance review and will meet with him to review it. The review was positive and review will be shared with the Board at a future closed session.

8. Correspondence

There was no correspondence.

9. Reports and Recommendations

A. Report on June, July and August 2023 Operations

There were 2,156 rides in June 2023 with \$32,517.85 in user fees, a 1% decrease in rides and a 2% increase in fees over June 2022. There was an 8% increase of in billed kilometers compared to the same period last year. The decrease in rides from 2022 may be due to people being on holidays in the summer and two SMART clients have purchased their own accessible vehicles. The system tracks both billed kilometres and total kilometres, although the system does not do it as well as the Manager would like. The difference between billed kilometres and total kilometres will show deadheading which is costly. It was agreed that billed vs. total kilometres would be a useful metric for the Board and the Manager agreed to work on producing a regular report on this. Overall, the Manager said that rides are trending towards pre-pandemic levels.

Voyago has an increased presence in the area and it is not easy to find the cost of a ride on its web site. It operates an accessible transit service in Kitchener-Waterloo, and charges \$6 a ride. This low cost is likely the

result of it being unable to charge a higher fee to people with disabilities than is charged for the same service to a person without a disability since it is operating the service for a public transit system. Kym Hutcheon has a contact in this area and agreed to obtain more information for the Board.

The Manager clarified that when a client is taken to the Owen Sound hospital, the driver waits a minimum of two hours. The Town of Meaford has contracted with a new accessible transit provider, although it is not clear where it operates and Scott Mackey agreed to get more information.

Motion #2023-045

Moved by Joel Loughead; seconded by Rory Cavanagh

That the Board approve Report SL2023-0915-1 June, July and August 2023 Operational Report as presented.

Carried

10. Committee Reports

A. Strategic Planning Committee – Level of Service

The Chair suggested sending a letter to the Kincardine in response to the request from the Accessibility Advisory Committee for a higher level of service from SMART. Discussion focused on whether the cost projections are solid and if an enhanced level of service is offered to one municipality through a dedicated driver and vehicle, none of the cost should be picked up by any of the other municipalities. The capital purchase of a vehicle spread out over one year would be expensive, compared to spreading the cost out over four years, but this would require a contract between SMART and the municipality.

The cost of an “Essential Service”, should be an amount per kilometre which covers all of the cost, although the Ministry of Transportation has indicated that such rides would not be covered by the gas tax program. A further question was raised as to how SMART could operate a service in a municipality without that municipality paying into SMART. If full cost recovery is not feasible, then what would be the level for “Essential Service”? The Manager indicated that the Ministry of Transportation cannot come up with that number, but it would likely be in the \$5,000 to \$10,000 range, with a base rate. There should be some mechanism to increase the per kilometre rate while lowering the levy on municipalities, which would help retain the existing municipalities in the SMART partnership and attract additional partners.

It was suggested that the current formula for municipal contributions (70% rides and 30% population) could be adjusted (e.g. 75% for rides) which would lower the municipal contribution. The cost must be manageable with the right balance so that clients are not paying too much and the municipal levy is reasonable. Other suggestions included making changes in rates and ensuring a minimum levy for the municipalities to which could be added additional costs for different levels of service, such as an entry level service offering rides only from Monday – Friday from 9 a.m. to 5 p.m.. The Manager explained that any reduction will lead to a reduction in gas tax funds and he will confirm with the Ministry of Transportation that the gas tax formula is 70% rides and 30% population. The Chair reminded the Board that any increase in rates leads to a decrease in rides and gas tax funds, and leaves the door open to private companies to attract the business.

SMART staff could handle different rates for different municipalities by coding rides based on the municipality. This is an additional step compared to the current practice, but is quite doable.

Rory Cavanagh said that there is considerable interest in Kincardine in having a higher service level to accommodate events outside of Monday through Friday and there are other groups wanting to get involved. He added that this could work by creating a hub and building from there. It was noted that shared mobility hubs might be a creative solution.

The Manager was asked if it is possible to group rides, which he said occurs now with 2 or 3 individuals who travel to school, but he said not a lot of groups go to the same place at the same time.

The Chair raised the possibility of sending a letter to the member municipalities setting out a menu of services including basic, enhanced and essential levels. This might cause users to bear the cost of any cost recovery model and for some municipalities, it is all about the cost which would have to be reviewed in the context of the budget. It was felt that an update needs to be sent to municipalities and Board members should be able to communicate to their Councils about what SMART is working towards in terms of a cost per ride or per client, and a ratio as to what the client pays and what the municipality pays, whether that is 2/3 to 1/3 with room to make adjustments so that it is 50/50 to make the situation more equitable with respect to the amount per ride.

The Chair referred to a proposal put forward in August which based on no cost for “essential service”, and possibly a membership fee of \$10,000 for example. Sending a letter to the municipalities with a menu of services and cost estimates will initiate discussion as to ways to deliver service. If, for example, 6 of the partner municipalities go to the basic level to achieve a lower municipal levy, that results in a large amount to be made up through user fees. Such a situation will raise fees and lower rides to the point where it might become untenable. So the options need to be more thoroughly investigated and tested to ensure that they are sustainable before being presented to the municipalities.

In response to a question, the Chair explained that weekend service was ended for financial reasons, to reduce costs, and the situation is better now. He noted several trends within the past few years, including the pandemic which led to reduced costs and the current situation where some municipalities want lower costs and others want a higher level of service which leads to higher costs. He suggested running scenarios to show the impact of various levels of service, adding that SMART should not offer a service that it cannot support and scenarios are always projections, with no guarantee of a particular result.

SMART rates have remained the same for some time and municipalities should have some control over what they pay, without necessarily experiencing an unsustainable steady increase. Rates could be capped but should also be competitive.

The Chair and the Manager will work on scenarios and a draft letter to municipalities to present at the next meeting. The figures will show 2024 cost projections for all municipalities based on appropriate rates, including the impact of a cap on municipal contributions.

Motion

Moved by Scott Mackey; seconded by Kym Hutcheon

That the Manager be directed to prepare a report for the Board’s next meeting setting out an increased rate and projections of the impact on municipalities so that the information can be taken into account in preparing 2024 municipal budgets.

Carried

B. Strategic Planning Committee – Going Forward

The Chair explained that he has taken on additional responsibilities and will not be able to contribute to the Committee. He asked for volunteers although depending on the results of the report in item A. above, there may be no need for the Committee to continue.

The Committee could, however, work on setting goals and objectives for the Manager and identifying priorities outside of Level of Service issues. In fairness, this would provide the Manager with direction from the full Board as to goals, objectives and priorities.

The Board agreed to hold a planning session following its next regular meeting to chart a course for the rest of its term, define what success would look like and what is needed to be successful from a governance point of view. Jennifer Shaw has experience with strategic planning and so she and the Chair will discuss in more detail how she might be able help.

Motion

Moved by Monica Sing-Soares; seconded by Kym Hutcheon

That the Board's regular meeting of Friday, November 17, 2023 begin at 10:00 a.m. rather than 11:00 a.m., to be followed by lunch and a strategic planning session in the afternoon.

Carried

11. Closed Session

Motion

Moved by Scott Mackey; seconded by Warren Dickert

That the Board of Directors of SMART move into Closed Session at 1:00 p.m. in order to address matters pertaining to litigation or potential litigation, including matters before administrative tribunals.

Carried

Rory Cavanagh left the meeting.

The Board of Directors of SMART reconvened in open session at 1:15 p.m. and the President confirmed that the Board had gone in closed session and discussed matters pertaining to litigation or potential litigation, including matters before administrative tribunals and that no other matters were discussed.

12. Adjournment & Upcoming Meeting Dates

Upcoming Meeting Dates

Friday, October 20, 2023, 11:00 a.m. Regular Monthly Board Meeting, SMART Office, 603 Bruce Rd 19, Walkerton, ON

Friday, November 17, 2023, 10:00 a.m. Regular Monthly Board Meeting, followed by lunch and an afternoon Strategic Planning Session, SMART Office, 603 Bruce Rd 19, Walkerton, ON

Motion

Moved by Warren Dickert; Seconded by Doug Townsend

That the Board of Directors of SMART adjourn at 1:25 p.m.

Carried


Ed McGugan, President


Catherine McKay, Recording Secretary



Media Release

Oct. 31, 2023

Latest COVID-19, flu vaccines now available to everyone aged six months and up

Grey Bruce Public Health is encouraging residents to get a publicly funded COVID-19 vaccine and flu shot as soon as possible this respiratory illness season.

As of Oct. 30, 2023, the general public can receive the most recent, XBB-containing COVID-19 vaccine and this year's influenza vaccine from their primary care provider or at a participating pharmacy. Residents facing barriers to getting vaccinated can also book an appointment to receive the vaccines at a Grey Bruce Public Health clinic.

"Staying up to date on vaccinations remains the best defence against both COVID-19 and the flu," says Dr. Rim Zayed, Physician Consultant at Grey Bruce Public Health.

"Both the COVID-19 and influenza vaccines have been shown to be safe as well as effective at preventing severe disease, hospitalization, and death. Vaccination is particularly important for individuals considered high-risk for developing serious complications from the flu or COVID-19, including adults aged 65 and up, residents of long-term care homes, people with underlying medical conditions, and First Nations residents."

GBPH has been working to make it as convenient as possible for Grey-Bruce residents to receive both the flu and COVID-19 vaccines.

Public Health encourages residents who have a primary care provider to book an appointment as soon as possible to get their COVID-19 and influenza vaccines.

GBPH has also created an [online map](#) of pharmacies, Family Health Teams, and other health-care organizations that are providing the two vaccines to the general public.

In addition, Public Health is holding regular COVID-19/flu vaccine clinics in Owen Sound and other Grey-Bruce communities in November and December. The clinics will prioritize vaccinating children 12 and under, individuals without a primary care provider, and high-risk individuals. A schedule of clinics is available on GBPH's website at the

A healthier future for all.

101 17th Street East, Owen Sound, Ontario N4K 0A5 www.publichealthgreybruce.on.ca

519-376-9420

1-800-263-3456

Fax 519-376-0605

following link: [Event Calendar](#). Residents can book an appointment at a GBPH clinic by visiting ontario.ca/book-vaccine.

Individuals aged six months and older are considered up to date on COVID-19 vaccines if they receive a dose this fall. The [Ministry of Health](#) recommends that individuals who have been previously vaccinated against COVID-19 receive a dose of the XBB.1.5-containing COVID-19 mRNA vaccine if it has been six months since their previous COVID-19 vaccine dose or known COVID-19 infection. Individuals who have not been previously vaccinated may also receive the XBB.1.5-containing COVID-19 vaccine to initiate the series.

The flu vaccine is also recommended for individuals aged six months and older.

Individuals aged six months and older can receive a COVID-19 vaccine and flu shot at the same time, reducing the need for multiple visits or appointments.

Along with getting vaccinated, residents can also protect themselves, their family members, and communities from respiratory illnesses by staying home when sick, cleaning hands and disinfecting high-touch surfaces frequently, and practicing coughing and sneezing etiquette.

For More Information:

To connect with the Medical Officer of Health or the program manager, please contact:
Denis Langlois, Communications Co-ordinator,
Grey Bruce Public Health,
519-376-9420 or 1-800-263-3456 ext. 1315,
Communications@publichealthgreybruce.on.ca



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: November 13, 2023

Subject: SRCLK.2023.13 – Accessibility and Equity, Diversity and Inclusion Advisory Committees

Report from: Christine Fraser-McDonald, Clerk

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Directs staff to prepare a Terms of Reference for an Accessibility Advisory Committee;
 2. Directs staff to prepare a Terms of Reference for an Equity, Diversity and Inclusion Advisory Committee;
 3. Appoint the members of Council that will support the Accessibility and EDI Committees;
 4. Directs staff to prepare advertisements for applications for the above noted committees for public participants; and,
 5. That Resolution # 337-28-2022 be amended to reflect the changes in the disbandment of the Safe Communities Committee as well as the Teeswater Bridge Project Working Group.
-

Report Summary

This report will explore the proposals for an Accessibility Advisory Committee as well as an Equity, Diversity and Inclusion Advisory Committee.

Background

On August 14, 2023, Council passed the following resolution regarding a Notice of Motion presented by Deputy Mayor Shaw:

Whereas Ontario communities have seen dramatic increases in hate-motivated incidents and hate crimes against 2S-LGBTQQIAP+, Jewish, Muslim, Black, Asian, Indigenous and other equity-seeking individuals;

Whereas there were more than 1,500 police reported hate Crimes in Ontario in 2021; Whereas everyone is guaranteed equality rights under the Canadian Charter of Rights and Freedoms, which is embedded in Canada's constitution;

Whereas the Province of Ontario in May, 2023, recognizing the increase in hate crimes and has released a \$25.5 million dollar investment with the new Anti-hate Security and Prevention Grant program as part of Ontario Strengthening Supports to Combat Hate and Create Safer Communities;

Whereas locally, the 2S-LGBTQQIAP+ community and allies are being directly threatened by a hate mail campaign and events inciting discrimination against these community members;

Whereas the Municipality of Arran-Elderslie and its citizens embrace and celebrate diversity, equity and inclusion in our local community;

Whereas the Municipality of Arran-Elderslie recognizes our responsibility to meaningfully respond to the impacts of hate in our community;

And Whereas hate speech and related activities have no place in an inclusive society;

Therefore, be it resolved:

1. That the Municipality of Arran-Elderslie reaffirms our commitment to a safe and inclusive community and condemns hate in all its forms;
2. Directs staff to explore the creation of an inclusion and accessibility committee that will examine the barriers, identify opportunities, and propose anti-hate policies and procedures that ensure safe and welcoming spaces for everyone in our community; and
3. That a copy of this motion be provided to Bruce County Municipalities.

Analysis

The Accessibility for Ontarians with Disabilities Act (AODA) was created to develop, implement and enforce standards for accessibility related to goods, services, facilities, employment, accommodation and buildings. The target date for reaching this goal is no later than January 1, 2025.

The AODA's regulations establish accessibility standards. An accessibility standard applies only to a person or organization that does at least one of the following activities:

- provides goods, services or facilities
- employs people in Ontario
- offers accommodation
- owns or occupies a building, a structure or a premises
- plays a part in a business or other activity that the regulations may identify.

Municipal Accessibility Advisory Committees

As per the AODA, the Council of every municipality with 10,000 people or more must establish an accessibility advisory committee. If the municipality had a similar committee before the AODA became the law, that committee should continue. Municipalities with less than 10,000 people may either establish an accessibility advisory committee or continue a similar committee that existed before the AODA became the law. Two or more municipalities may decide to set up a joint committee, instead of each one having its own.

The majority of the municipal accessibility advisory committee members must be people with disabilities. The committees give advice to the municipal council to help it carry out its responsibilities under the AODA.

Council must consult with the Accessibility Advisory Committee:

- when establishing, reviewing and updating the Municipality's Multiyear Accessibility Plan, accessibility standards and annual public status update;
- on accessibility for people with disabilities on buildings that the Municipality:
 - constructs;
 - purchases;
 - significantly renovates;
 - leases or declares a municipal capital facility;
 - on the need, location and design of accessible on-street parking spaces;
- before building new or making major changes to existing recreational trails to help determine particular trail features;
- on the needs of children and caregivers with various disabilities in the municipality when building new or making major changes to existing outdoor play spaces;
- on the design and placement of rest areas along the exterior path of travel when building new or making major changes to existing exterior paths of travel.
- Council must provide site plans and drawings from developers to the Accessibility Advisory Committee in a timely manner, when requested.
- Site plans may include subdivisions, municipal offices, community centres or recreation centres.

Council will need to determine the structure and size of the committee as well as a schedule of meetings. The creation of a Terms of Reference will include all the necessary information for the committee. This committee should include citizen appointees.

For additional information, the County of Grey has a joint accessibility committee with its townships. At this time, there are six member townships. The Township of Chatsworth has elected to not join this committee since it has a population of less than 10,000 and therefore does not require a committee. In writing this report, the Clerk has reached out the Clerk of Bruce County in this regard. The County Clerk has replied that Bruce County is not looking at this type of committee structure at this time.

Equity, Diversity and Inclusion Advisory

Arran-Elderslie Council has also requested staff to investigate an Equity, Diversity and Inclusion Advisory Committee.

The overall goal of an Equity, Diversity and Inclusion Advisory Committee is to provide guidance to staff and Council in the development of policies, initiatives and programs aimed at reducing barriers in the workplace at the Municipality and fostering diversity and inclusion in all areas of the organization, both internal and external.

Once again, Council will need to determine the structure and size of the committee as well as a schedule of meetings. The creation of a Terms of Reference will include all the necessary information for the committee. This committee should also include citizen appointees.

All committees follow the rules of procedure as outlined in the Municipality of Arran-Elderslie Procedural By-law. Further, all committee members would be subject to the Code of Conduct for the Municipality.

Committees of Council

At this time, the following members of Council have been appointed to the following advisory committees, groups and boards for the 2022-2026 Term of Council by a motion passed on November 28, 2022:

- Grey Sauble Conservation Authority - **Deputy Mayor Shaw**
- Saugeen Valley Conservation Authority - **Councillor Penner**
- Chesley and Area Joint Fire Board - **Councillor Hampton, Councillor Dudgeon**
- Saugeen Mobility and Regional Transit - **Deputy Mayor Shaw**
- Bruce Area Solid Waste Recycling - **Councillor Nickason**
- Multi-Municipal Wind Turbine Working Group - **Councillor Dudgeon, Councillor Nickason**
- Physician Recruitment and Retention Committee - **Councillor Hampton, Councillor Penner**
- Paisley Firehall Subcommittee - **Councillor Penner, Mayor Hammell, Deputy Mayor Shaw**

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

Subsequent to this motion, Councillor Steinacker was appointed to the Safe Communities Committee.

Since this time, the Safe Communities Committee has disbanded as well as the Teeswater Bridge Project Working Group.

The Paisley Fire Hall Subcommittee has now become dormant since its mandate has been met at this time.

Staff is recommending that this motion be amended and updated to reflect Councillor's appointments.

Link to Strategic/Master Plan

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding/Link to Procurement Policy

The financial impacts will need to be determined if Council decides to create two new advisory committees for Accessibility and Equity, Diversity and Inclusion.

Costs will depend on the number of committee members, number of meetings scheduled etc.

Approved by: Sylvia Kirkwood, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Information Report

Report From: Pat Johnston, Chief Building Official

Meeting Date: November 13, 2023

Subject: SRCBO.23.03- Third Quarter Building Permit Statistics - 2023

Appendices: Appendix A – Building Permit Activity – January to September 2023

Report Summary

The report provides Council with an update on building permit applications submitted for the period from January through September 2023, as well the previous four years of historical comparatives.

Background

Building permit activity and associated fees are presented to Council on a quarterly basis.

Analysis

The 2023 building activity in Arran-Elderslie has been steady and permit applications processed were above expectations. Multi-residential construction accounts for 35% of construction values followed by single family residential at 30% and agriculture at 25%. Construction values sit at \$22,200,900, making it the most productive year on record.

Link to Strategic/Master Plan

6.3 Facilitating Community Growth

Financial Impacts/Source of Funding

The applications submitted have produced a promising result for building permit fees with a current total of \$183,531 surpassing the forecasted yearly Operating Budget in nine months.

Approved By: Sylvia Kirkwood, CAO



Municipality of Arran Elderslie

Construction Forecast

118
Building Department

Jan-Sept

Oct-23

The following permits have been submitted for Approval:

Class	Type	Month- Jan-Sept 2023														
		Permits Submitted					Construction Values					Permit Values				
		2019	2020	2021	2022	2023	2019	2020	2021	2022	2023	2019	2020	2021	2022	2023
Residential - House		26	17	24	9	8	\$ 9,817,000.00	\$ 6,206,000.00	\$9,856,844.55	\$4,275,000.00	\$4,820,000	\$84,620.00	\$ 55,720.77	\$87,543.70	\$ 34,536.14	\$30,804
Residential - Addition / Reno		15	13	18	21	14	\$ 1,012,000.00	\$ 825,650.00	\$1,426,460.00	\$1,415,722.00	\$1,128,000	\$ 7,172.50	\$ 9,005.20	\$15,539.59	\$ 12,277.26	\$10,280
Residential - Deck / Porch		14	10	6	9	5	\$ 83,500.00	\$ 77,149.00	\$ 65,000.00	\$ 71,900.56	\$93,000	\$ 1,890.00	\$ 2,290.40	\$ 1,349.20	\$ 2,233.10	\$1,377
Residential - Accessory		13	8	14	21	14	\$ 334,296.00	\$ 114,100.00	\$ 773,000.00	\$ 607,000.00	\$698,000	\$ 6,892.00	\$ 2,241.00	\$ 9,835.50	\$ 12,684.75	\$6,275
Residential - Multi-Unit		4	4	3	6	3	\$ 2,039,998.00	\$ 1,040,000.00	\$2,400,000.00	\$4,250,000.00	\$7,800,000	\$ 510.00	\$ 9,502.49	\$25,436.13	\$ 37,724.30	\$57,924
Other (Pool, Fireplace, etc)		0	4	12	5	1	\$ -	\$ 41,600.00	\$ 483,000.00	\$ 235,000.00	\$500	\$ -	\$ 575.00	\$ 3,200.00	\$ 1,350.00	\$150
Agricultural - Barn / Access.		24	11	25	11	16	\$ 3,784,449.00	\$ 1,100,000.00	\$4,854,100.00	\$4,042,000.00	\$4,106,000	\$33,539.60	\$ 11,845.00	\$54,385.15	\$ 31,700.30	\$36,270
Agricultural - Add. / Reno		8	9	2	1	6	\$ 510,000.00	\$ 344,000.00	\$ 140,000.00	\$ 21,000.00	\$766,000	\$ 5,303.20	\$ 4,752.50	\$ 2,325.50	\$ 382.00	\$6,208
Agricultural - Grain Bin / Silo		9	4	3	8	6	\$ 475,000.00	\$ 235,000.00	\$ 430,886.00	\$ 445,000.00	\$808,000	\$ 4,822.00	\$ 2,946.00	\$ 450.00	\$ 6,006.60	\$4,620
Agricultural - Manure Storage		0	0	1	1	1	\$ -	\$ -	\$ 150,000.00	\$ 75,000.00	\$60,000	\$ -	\$ -	\$ 150.00	\$ 1,050.00	\$3,393
Com/Ind/Ins - New Building		7	2	3	4	2	\$ 133,000.00	\$ 151,000.00	\$ 690,300.00	\$2,425,000.00	\$265,000	\$ 2,785.00	\$ 2,661.00	\$ 3,897.55	\$ 10,524.27	\$2,652
Com/Ind/Ins - Addition		5	3	0	0	2	\$ 1,021,240.00	\$ 255,000.00	\$ -	\$ -	\$103,000	\$10,885.60	\$ 1,197.20	\$ -	\$ -	\$280
Com/Ind/Ins - Renovation		7	3	6	3	8	\$ 2,400,000.00	\$ 470,300.00	\$ 487,500.00	\$ 332,000.00	\$792,400	\$ 6,530.04	\$ 737.30	\$ 4,020.20	\$ 4,220.00	\$10,790
Septic - New System		10	9	5	3	5	\$ 104,000.00	\$ 81,000.00	\$ 80,000.00	\$ 45,000.00	\$603,000	\$ 4,500.00	\$ 4,750.00	\$ 3,000.00	\$ 1,800.00	\$9,000
Septic - Repair Existing		8	4	9	8	7	\$ 71,000.00	\$ 33,200.00	\$ 90,000.00	\$ 125,000.00	\$100,000	\$ 2,400.00	\$ 1,350.00	\$ 3,150.00	\$ 2,800.00	\$2,450
(Refer Below)		0	0	0	0	0	\$ 87,000.00	\$ 29,000.00	\$ 188,200.00	\$ 45,179.00	\$58,000	\$ 1,050.00	\$ 625.00	\$ 820.00	\$ 1,080.00	\$1,060
Monthly Building Totals		150	101	131	110	98	\$21,872,483.00	\$11,002,999.00	\$22,115,290.55	\$18,409,801.56	\$22,200,900.00	\$172,899.94	\$110,198.86	\$215,102.52	\$160,368.72	\$183,531.04
Cancelled		0	0	0	0	1										
Plumbing Permits		0	0	0	0	0										
New Sewer Connections		0	0	0	0	0										
Demolition Permits		9	5	5	5	7										
Change in Use, Tents, Etc.		1	0	1	2	2										
Total # of Permits issued		160	106	137	117	108										

Original Signed by
P. Johnston
Chief Building Official



The Corporation of the Municipality of Arran-Elderslie

Information Report

Report From: Julie Hamilton, Deputy Clerk

Meeting Date: November 13, 2023

Subject: SRDPCLK.23.02 By-Law Enforcement Update – January to September, 2023

Attachments: None.

Report Summary

The intent of this report is to provide Council with an update on by-law enforcement efforts within the Municipality from January 1 to September 30, 2023.

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. In 2023, Council approved JSS to provide animal control services as required.

Analysis

The following charts provide details on by-law enforcement activity from January 1st to September 30th of 2023. It should be noted that identifiable information for specific properties and/or complaints has not been provided for confidentiality reasons. Animal control related statistics have been captured in the Other columns.

Chart A highlights the number and type of calls that have been received. The municipality column represents phone calls made from the municipality to JSS regarding issues or inquiries received.

Calls for follow-up on complaints continue to be high at 49 calls to date, an increase of 26 in the third quarter. Once a complaint has been received by JSS and a file created, the matter is handled by them directly and any updates on the status, actions or progress are not provided so as to maintain confidentiality for the matter being investigated.

All by-law enforcement files are matters that are sensitive in nature and must be handled confidentially to ensure the integrity of the investigation remains intact should the file escalate into a matter of litigation.

CHART A

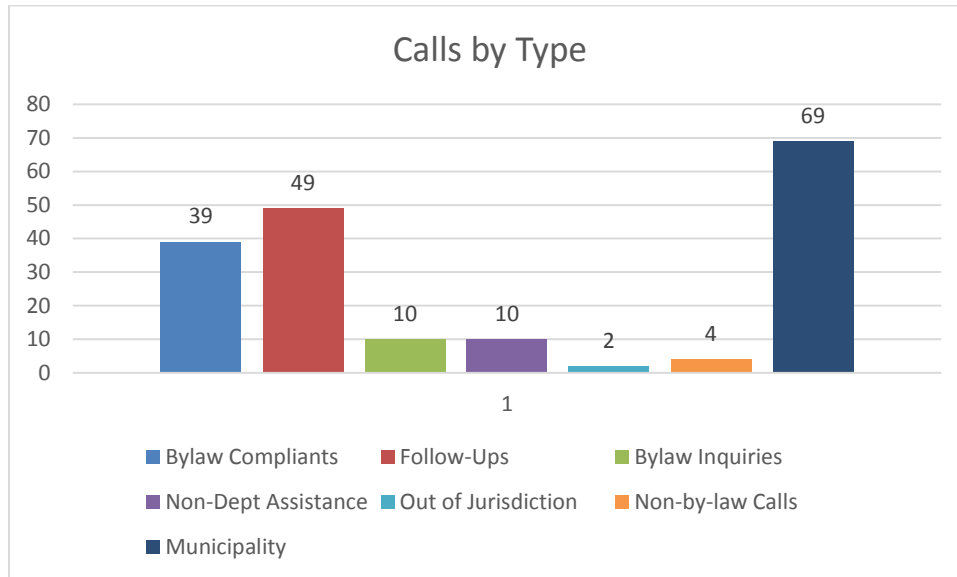


Chart B outlines the hours that are spent dealing with matters in various categories. Tidy Yards By-law enforcement continues to account for the majority of hours with a year to date total of 405 hours, an increase of 130 in the third quarter. This total includes travel, investigation, follow up visits, providing written follow-up, orders and other documentation and notes. The Tidy Yards Bylaw is used for offences such as litter and debris, overgrowth, and other unsightly property conditions. It is enforceable under the Municipal Act and provides the opportunity to proceed with clean up and penalties if compliance is not gained. Property Standards is similar however it is enforceable under the Building Code Act and provides the opportunity to issue orders in accordance with the regulations.

An increase is being seen in the number of noise related complaints that have been received. The current noise bylaw was passed in 2009 and does not have set fines associated with it. JSS has recommended that this bylaw be updated to include set fines in order to address the growing number of complaints that are being received. Staff are currently preparing an update to this Bylaw and an update will be brought forward for Council's consideration in the near future.

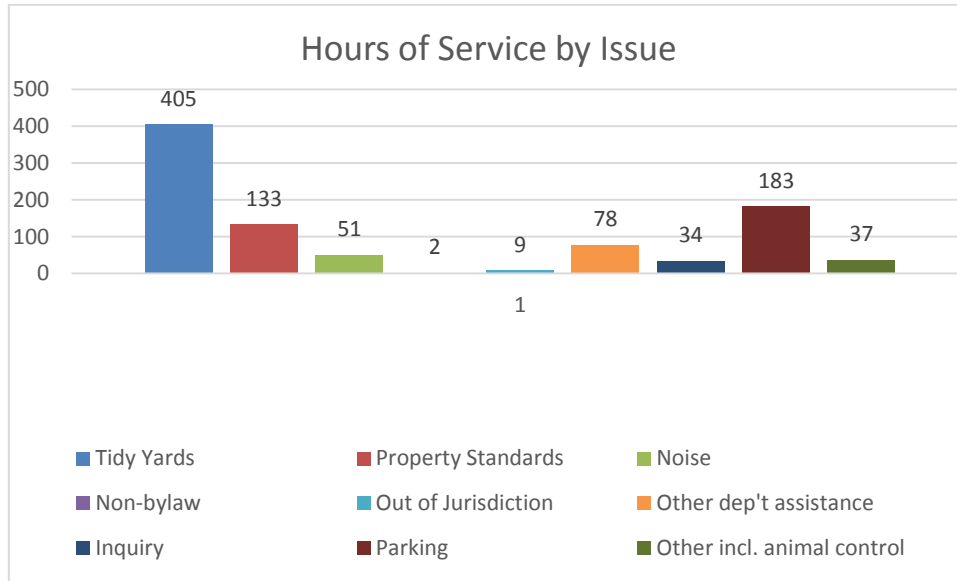
CHART B

Chart C highlights the investigations that have been undertaken by type, again with the majority being related to Tidy Yards and Property Standards Bylaws.

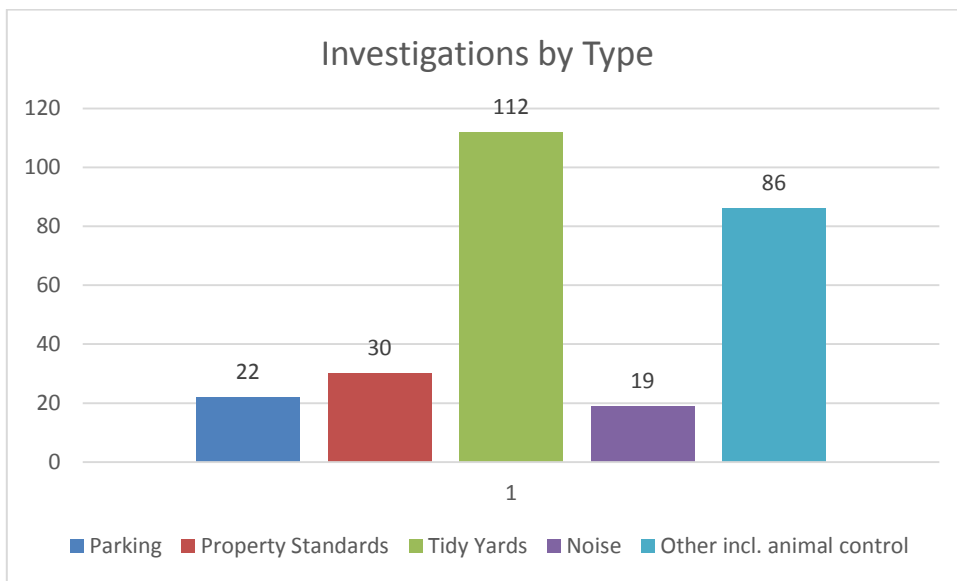
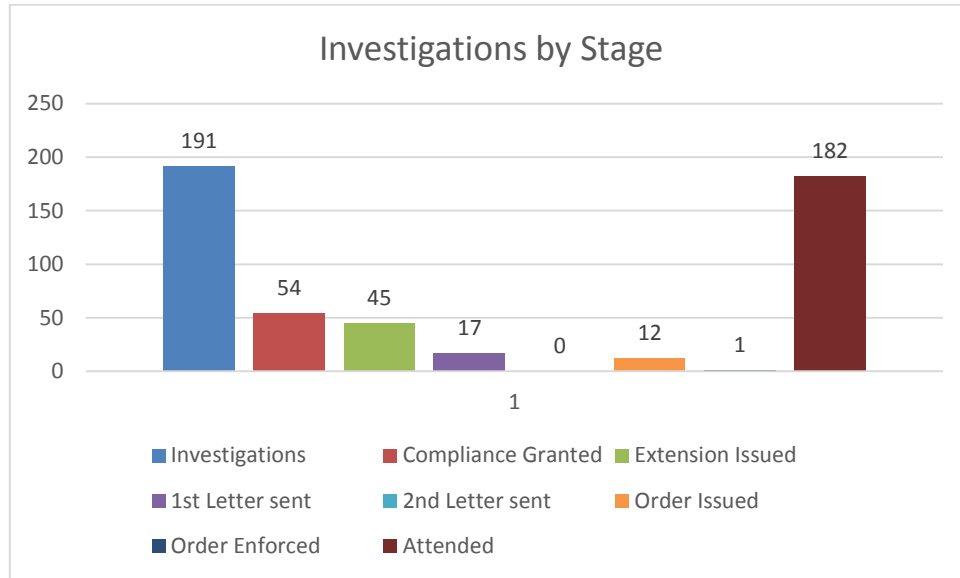
CHART C

Chart D provides an overview of the stages of investigation. In 2023, there have been 191 investigations to date and compliance has been met on 54 files. In many cases, compliance has been met without the need to issue any letters or orders however there have been 12 orders issued to date and one order was actively enforced to gain compliance. JSS has attended 182 properties based on calls received.

CHART D



All complaints regarding bylaw and animal control matters should be made by the complainant themselves directly to JSS. There are several methods of submitting complaints to make the process accessible to everyone. 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
- 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

Link to Strategic/Master Plan

6.4 Leading Financial Management

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding

By-Law Enforcement contracted services have been budgeted in the Operating Budget for 2023 at \$46,954.00 and to date have totaled \$33,525.31. This amount is reflective of costs incurred to the end of September.

In addition, Animal Control contracted services have been budgeted for 2023 at \$11,861.00 and to date total expenditures are \$5,681.96. This amount is reflective of costs incurred to the end of September.

Approved By: Sylvia Kirkwood, CAO



The Corporation of the Municipality of Arran-Elderslie

Information Report

Report From: Steve Tiernan, Fire Chief

Meeting Date: November 13, 2023

Subject: SRFIRE.23.07 Arran-Elderslie Fire & Emergency Services 3rd Quarter
Report July-September 2023

Appendices: Appendix "A" Call Statistics July-September 2023

Appendix "B" Photos of Live Fire Facility and Forcible Entry Prop

Report Summary

The intent of this report is to update Council on the Arran-Elderslie Fire and Emergency Services Operations and Statistics for the 3rd quarter of the Operational Period of 2023.

Background

The following information is comprised of Fire Responses, Training, Apparatus Information, Fire Prevention and Public Education completed for the 3rd quarter, July-September 2023.

Analysis

A completed analysis of information from July 1st – September 30th, 2023, and total year to date calls for each station, was prepared from the information received from the Arran-Elderslie Fire & Emergency Services. Statistics are identified in Appendix A – 3rd quarter Fire Statistics 2023.

Incident Response

During the 3rd quarter Arran-Elderslie Fire & Emergency Services responded to 48 calls for service. During this period Tara Station 70 responded to 9 incidents, Paisley Station 80 responded to 16 incidents and Chesley Station 90 responded to 23 incidents. During the 3rd quarter in 2022 all three stations responded to 55 calls for service.

2023 seen a small reduction in calls for service up to the end of the 3rd quarter. This was mainly due to Tara have a reduced number of calls for service (11 less calls). Paisley had an identical number of calls and Chesley was down by 3 calls.

2022 had a total of 138 calls for service up to the end of the 3rd quarter:

Tara 41
Paisley 42
Chesley 55

2023 had a total of 124 calls for service up to the end of the 3rd quarter:

Tara 30
Paisley 42
Chesley 52

Summary of Training

Eleven new firefighter recruits have now completed their basic station recruit training and are now responding to emergencies.

With the continuation of mandatory certification, the Training Committee continues to meet to discuss on-going training. Seven firefighters have been signed up to challenge the NFPA 1001 Firefighter 1 & 2 practical and written exams November 13th at the Markdale Regional Training Center.

First stage of the Live Fire Training Container is now operational (photos attached in Appendix "B")

The new forcible entry prop and K12 cutting prop are now in service (photos attached Appendix "B")

Firefighters continue to train towards NFPA 1001 Firefighter Level 1 & 2 certification.

District Chief Robert Bell and Acting Captain Mitch McLeod continue to work on Cognito Forms and working towards standardization of all forms between all three firehalls and a go live date of January 1, 2024.

Apparatus and Equipment Review

The following maintenance and inspections were completed in the first six-month period:

- New Portable pump purchased for Tanker 94 Chesley
- New Dry Hydrant has been installed in Dobbington (special thanks to Chris Legge and the members of the Water Department who helped on this project)
- Fire apparatus MTO checks on-going

Prevention and Inspections

Inspections of commercial businesses through requests and complaints are ongoing throughout the Municipality.

Public Education Activities during the 3rd quarter include the following:

- On-going school visits to the firehalls continue for public education
- Farmers Market public education booth at the downtown park in Chesley
- Chesley Fall Fair Junior Firefighter Olympics and public education booth

Monthly news articles are also published in the Paisley Advocate paper and our social media sites.

Link to Strategic/Master Plan

Fire Masterplan 2020

Corporate Strategic Plan:

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.6 Modernizing Services

Financial Impacts/Source of Funding

There are no financial implications at this time resulting from this report.

Approved By: Sylvia Kirkwood, CAO



Arran-Elderslie Fire and Emergency Services

Fire Chief :Steve Tiernan

1925 Bruce Road PO Box 70, Arran-Elderslie ON

N0G 1L0

PH : 519-270-3235 FAX : 519-363-2203

Email :firechief@arran-elderslie.ca

Page 1 of 2
127

Date
Nov 1 23

Totals by Geographic Location

From Jul 1 23 to Sep 30 23

Response Type

of Incidents

Unclassified

414300 - Arran-Elderslie Fire and Emergency Services

03	NO LOSS OUTDOOR fire (see exclusions)	2
22	Pot on Stove (no fire)	1
23	Open air burning/unauthorized controlled burning (no uncontrolled fire)	2
29	Other pre fire conditions (no fire)	1
31	Alarm System Equipment - Malfunction	1
34	Human - Perceived Emergency	1
36	Authorized controlled burning - complaint	2
41	Gas Leak - Natural Gas	1
62	Vehicle Collision	8
701	Oxygen administered	1
702	CPR administered	1
73	Seizure	4
76	Chest pains or suspected heart attack	1
84	Medical Aid Not Required on Arrival	1
86	Alcohol or drug related	1
88	Accident or illness related - cuts, fractures, person fainted, etc.	1
898	Medical/resuscitator call no action required	4
89	Other Medical/Resuscitator Call	2
910	Assisting Other FD: Mutual Aid	1
911	Assisting Other FD: Automatic Aid	1
913	Assisting Other FD: Other	1
92	Assistance to Police (exc 921 and 922)	1
96	Call cancelled on route	1

Total For 414300 - Arran-Elderslie Fire and Emergency Services:	40
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4155 - South Bruce Peninsula

62	Vehicle Collision	1
88	Accident or illness related - cuts, fractures, person fainted, etc.	1

Total For 4155 - South Bruce Peninsula:	2
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4204 - West Grey

910	Assisting Other FD: Mutual Aid	2
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Total For 4204 - West Grey:	2
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4237 - Municipality of Chatsworth Township

34	Human - Perceived Emergency	1
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Totals by Geographic Location Continued**From Jul 1 23 to Sep 30 23**

Response Type		# of Incidents
62	Vehicle Collision	1
911	Assisting Other FD: Automatic Aid	1
96	Call cancelled on route	1
Total For 4237 - Municipality of Chatsworth Township:		4
Total For Unclassified:		48
Total Number of Responses		48

Appendix “B”

Arran-Elderslie

Fire & Emergency Services

3rd Quarter Training Live Fire Training Facility & Forcible Prop



Figure 1 Tara Firefighter conducting a primary search.



Figure 2Tara firefighters doing a preplan.



Figure 3 Tara Firefighters pulling out a victim during a search.



Figure 4 Tara Firefighter preparing to do a hydraulic ventilation with hose.



Figure 5 Chesley Firefighter entering to do a search with a Thermal Imager Camera.



Figure 6 Chesley Firefighters entering the container for search.



Figure 7 New Forcible Entry Prop and K12 Cut Prop purchased through the Power Workers Union grant.



Figure 8 D=Paisley District Chief Teeple teaching with the Dewalt Saw purchased by the Paisley Firefighters Association.



Figure 9 Paisley Firefighters doing forcible entry with the new prop.

October 27th, 2023

Dear Municipal Council Members,

Enclosed is the 2024 Draft Budget for Saugeen Valley Conservation Authority (SVCA). The 2024 Draft Budget aligns with SVCA's current strategic planning endeavors as well as the changes to the *Conservation Authorities Act*. It underscores key priorities such as fostering organizational resilience, enhancing public safety and accessibility through improved signage, investing in capital assets, and ensuring compliance with the *Conservation Authorities Act* amendments.

This draft proposes a municipal levy increase of \$216,256 from the 2023 allocation. The budget increase is primarily reflective of the recent changes to the *Conservation Authorities Act*. These changes created a shift in payment structure, that delineated some levies into cost apportioning agreements, and some programs previously offset by self-generated revenue, are now to be billed in whole or in part as Category 1 programs and services.

While these shifts and a rise in watershed assessments are out of our control, SVCA staff actively worked to minimize the budget increase for 2024, while ensuring we stay both compliant and impactful in our work.

The development fee freeze implemented by the province does have a designated conclusion date of December 31st, 2023. As with any legislative framework, the province retains the authority to amend its Acts at its discretion. If the fee freeze is extended beyond December 31st, 2023, SVCA will revisit and revise the 2024 SVCA draft budget.

While this draft budget is intended for circulation amongst watershed councils, it's important to clarify that, based on recent correspondence regarding Category 2 & 3 programming with SVCA staff, there's no need for a by-law or motion.

At the November 30th meeting of the Authority, the SVCA Board of Directors will consider approval of the 2024 Draft Budget.

Saugeen Valley Conservation Authority remains committed to collaboratively working with its municipal partners to protect and enhance our collective watershed. We welcome the opportunity to present the draft budget to your respective councils upon request.

Sincerely,



Erik Downing, General Manager/Secretary-Treasurer (Acting)
Saugeen Valley Conservation Authority

Encl: 2024 Draft SVCA Budget

Cc: Authority Members, SVCA (via e-mail)

2024 Corporate Services Budget

Program Area	Provision	Description	Legislation	Category	2023	2024	Agreement
Administration, Finance, HR	Corporate services	Administrative, human resources, employee health and safety, operating and capital costs which are not directly related to the delivery of any specific program or service, but are the overhead and support costs of the CA.	Enabling Service	1	\$708,500	\$841,800	No
	Financial services	Accounting and payroll.	Enabling Service	1			No
	Legal expenses	Costs related to agreements/contracts, administrative by-law updates or other similar legal expenses.	Enabling Service	1			No
	Governance	Supporting CA Board of Directors, Advisory Committees, and the office of the GM/S-T.	Enabling Service	1			No
	Asset management	Asset management planning, facilities, fleet, and property management.	Enabling Service	1			No
Communications	Natural hazards communications, outreach, and education	Promoting public awareness of natural hazards including flooding, drought, and erosion. Inclusive of public events, materials, social media services, and general media relations.	Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4	1	\$125,000	\$127,200	No
	Communications and marketing	General communications and marketing support for the CA.	Enabling Service	1			No
	Education and community events	Public education, community event development, execution, and support.	Reg. 686/21 s.1(2) Reg. 686/21 s.1(3)3,4	1			No
	Public awareness and communications	General communications, marketing and awareness campaigns for non-mandatory programs and services (support for private forestry/planting, education, stewardship).	CAA s.21(1)(q)	3	\$7,100	\$7,100	Yes
Environmental Education	Curriculum delivery	Program development and delivery.	CAA s.21(1)(a) & (q)	3	\$94,550	\$0	Yes
	Day camp programming	Program development and execution for summer and PA Day camp programs.	CAA s.21(1)(a) & (q)	3			Yes
	Day camp programming	Program development and execution for summer day camp programs with the Town of Hanover.	CAA s.21(1)(a) & (q)	2	\$6,300	\$0	Yes
GIS/IT/IM	Information technology & management / GIS	Data management, records retention. Development and use of systems to collect and store data and to provide geospatial representations of data.	Reg. 686/21 s.1(3)	1	\$179,600	\$199,800	No
	Natural hazards technical Studies and information management	Data collection and study of designs to mitigate natural hazards. Development and use of systems to collect and store data and to provide geospatial representations of data.	Reg. 686/21 s.5(1)1 Reg. 686/21 s.9(1)2	1			No
				TOTAL	\$1,121,050	\$1,175,900	

Category of Program or Service – Corporate Services	2024 Levy Cost
Category 1: Mandatory Programs and Services	\$928,800
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0
TOTAL	\$928,800

2024 Environmental Planning and Regulations Budget

Program Area	Provision	Description	Legislation	Category	2023	2024	Agreement
Environmental Planning	Section 28.1 - permit administration and compliance activities	Reviewing and processing permit applications, associated technical reports, conducting site inspections, communication with applicants, agents, and consultants. Investigation and enforcement of regulatory compliance.	Reg. 686/21 s.8	1	\$1,184,300	\$1,132,300	No
	Review under other legislation	Input to the review and approval processes under other applicable law, with comments principally related to natural hazards, wetlands, watercourses, and Section 28 permit requirements.	Reg. 686/21 s.6	1			No
	Municipal plan input and review	Technical information and advice to municipalities on circulated municipal land use planning applications (Official Plan and Zoning By-law Amendments, Subdivisions, Condominium, Site Plan Approvals, Consents, Minor Variances, etc.) and input to municipal land-use planning documents (OP, Comprehensive ZB, Secondary plans) related to natural hazards, on behalf of MNMNR.	Reg. 686/21 s.7	1			No
	Technical studies and policy review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, and Lake Huron shoreline management.	Reg. 686/21 s.1	1			No
				TOTAL	\$1,184,300	\$1,132,300	

Category of Program or Service – Environmental Planning & Regulations	2024 Levy Cost
Category 1: Mandatory Programs and Services	\$31,800
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0
TOTAL	\$31,800

2024 Forestry and Lands Budget

Program Area	Provision	Description	Legislation	Category	2023	2024	Agreement
Conservation Lands	Strategy for CA owned or controlled lands and management plans	Guiding principles, objectives, including for an authority’s land acquisition and disposition strategy, land use categories on conservation authority owned land, recommended management principles for different land categories.	Reg. 686/21 s.9(1)1	1	\$43,500	\$43,500	No
	Development and maintenance of a land inventory	Development and maintenance of an inventory of every parcel of land that the Authority owns or controls including, location, surveys, site plans, maps, acquisition date, and how the parcel was acquired.	Reg. 686/21 s.9(1)3	1	\$43,500	\$43,500	No
	Section 29 Minister’s regulation for CAs	Conservation areas enforcement and compliance.	Reg. 686/21 s.9(1)4	1	\$501,900	\$564,925	No
	Management, operation, and maintenance of CA owned lands	Management and maintenance of CA owned lands including stewardship, restoration, and ecological monitoring.	Reg. 686/21 s.9(1)2	1			No
	Passive recreation use, infrastructure and management planning	Management and maintenance of CA owned recreational assets including trails, parking, washroom facilities, pavilions, and other capital assets.	Reg. 686/21 s.9(1)1	1			No
	Land acquisition and disposition policy	The development of one or more policies governing land acquisitions and land dispositions.	Reg. 686/21 s.9(1)1	1			No
	Forestry – hazard tree and biodiversity management	Management of hazard/diseased trees and the management of biodiversity and invasive species on CA owned lands.	Reg. 686/21 s.9(1)2	1			No
	Campgrounds on CA owned land	Management, operation, and maintenance of campgrounds on CA owned land.	CAA s. 21(1)(m)	3	\$1,199,480	\$979,600	No
	Land acquisition and disposition	Acquisition and management of lands containing important natural heritage features or strategically aligned with existing CA land holdings. Disposition of lands considered surplus to the vision, mandate, and strategic goals of the CA.	CAA s.21(1)(c)	3	Variable	Variable	Yes
	Land lease and agreement management	Management of current and future land leases and property agreements. These leases and agreements help drive land-based revenues to offset the costs associated with management and maintenance of CA land holdings.	CAA s.21(1)(c) & (d)	3	\$20,300	\$25,100	No
Forestry	Forestry – forest management operations on CA owned lands	Forestry services, planting and/or woodlot management on CA owned land.	Reg. 686/21 s.9(1)2	1	\$214,580	\$303,600	No
	Forestry – for private landowners	Forestry services and/or woodlot management for private landowners. Reforestation, tree sales, management planning, MFTIP, advice, tree marking.	CAA s.21(1)(g) & (o)	3	\$194,000	\$225,000	No
Stewardship	Watershed stewardship and restoration	Apply for and manage external funding, promote private land stewardship, outreach, provide advice and design assistance to property owners.	CAA s.21(1)(g) & (o)	3	\$1,870	\$0	Yes
Fleet	Fleet	Management and maintenance of CA fleet.	Enabling service	1	\$181,000	\$285,500	No
				TOTAL	\$2,400,130	\$2,470,725	

Category of Program or Service – Forestry and Lands	2024 Levy Cost
Category 1: Mandatory Programs and Services	\$885,825
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0
TOTAL	\$885,825

2024 Water Resources Budget

Program Area	Provision	Description	Legislation	Category	2023	2024	Agreement
Core Watershed Based Resource Management Strategy	Develop and implement a strategy for the CA	Collate/compile existing resource management plans, watershed plans, studies, and data. Strategy development. Implementation and reporting.	Reg. 686/21 s.8, Reg. 686/21 s.12(1)3, Reg. 686/21 s.12(4)	1	-	-	No
Water Management	Ice management plan	Determine how ice within the jurisdiction may increase the risk of natural hazards. Outline risk mitigation. Develop and implement plan.	Reg. 686/21 s. 4	1	-	-	No
	Water and erosion infrastructure asset management plan	Develop and implementation of plan. Annual reporting.	Reg. 686/21 s.5	1	-	-	No
	Flood forecasting and warning	Daily data collection and monitoring of weather forecasts, provincial & local water level forecasts and watershed conditions; including flood event forecasting. Flood warning and communications. Maintenance of equipment.	Reg. 686/21 s.2	1	\$275,800	\$271,050	No
	Low water response	Conditions monitoring/analysis. Technical & administrative support to the Water Response Team.	Reg. 686/21 s.3	1	\$926,750	\$743,900	No
	Water and erosion infrastructure operational plan	Develop and implementation of plan. Annual reporting.	Reg. 686/21 s.5	1			No
	Flood and erosion control infrastructure	Maintenance and inspection on flood and erosion control structures, as required. Including projects dependent on Water and Erosion Control Infrastructure (WECI) funding from the province and from municipal partners.	Reg. 686/21 s.5	1			No
	Technical studies and policy review	Studies and projects to inform natural hazards management programs including floodplain management, watershed hydrology, regulations areas mapping update, flood forecasting system assessment, floodplain policy, and Lake Huron shoreline management.	Reg. 686/21 s.1	1			No
	Category 2 programs and services	Programs and services provided by a CA on behalf of a municipality.	Reg. 687/21	2	\$0	\$27,790	Yes
Drinking Water Source Protection	Source protection authority role as set out in the <i>Clean Water Act</i>	Source Protection Area and Region liaison, technical support, support to the source protection committee, preparation of reports and attendance at meetings, activities required by the <i>Clean Water Act, 2006</i> and its regulations.	Reg. 686/21 s.13	1	\$6,450	\$6,450	No
Watershed Monitoring	Provincial Water Quality Monitoring Network (PWQMN)	50+ year CA/MECP partnership for stream water quality monitoring. CA takes water samples; MECP does lab analysis and data management.	Reg. 686/21 s.12(1)2, Reg. 686/21 s.12(3)	1	\$30,000	\$30,240	No
	Provincial Groundwater Monitoring Network (PGMN)	20+ year CA/MECP partnership for groundwater level and quality monitoring. CA maintains equipment, data transfer to MECP, water sampling; MECP provides equipment, standards, data management.	Reg. 686/21 s.12(1)1 Reg. 686/21 s.12(2)	1			No
	SVCA Water Quality Monitoring Network – chemistry	Surface water quality sampling and reporting over 15 sites.	CAA s.21(1)(a)	3	\$119,050	\$93,310	Yes
	SVCA Water Quality Monitoring Network - benthic	Benthic collection and reporting at 20 sites. 20+ year CA/MECP partnership in the Ontario Benthos Biomonitoring Network.	CAA s.21(1)(a)	3			Yes
	Conservation Ontario Watershed Report Cards	A plain language, data driven reporting document released every 5 years describing watershed conditions in a CA.	CAA s.21(1)(a)	3			Yes
				TOTAL	\$1,358,050	\$1,172,740	

Category of Program or Service – Water Resources	2024 Levy Cost
Category 1: Mandatory Programs and Services	\$441,046
Category 2: Non-mandated program or service delivered to municipality as requested through an agreement or Memorandum of Understanding	\$0
Category 3: Programs and services that are either not receiving any municipal funding or services that are cost-apportioned with municipalities – other than Category 1 or 2 services	\$0
TOTAL	\$441,046

2024 Saugeen Valley Conservation Authority Budget

Category of Program or Service – Summary	Levy	Self Generated	Reserves	Cost Apportioning	Special Levy	Other
Category 1: Mandatory Programs and Services	\$2,287,471	\$1,561,910	\$221,586	\$0	\$302,948	\$219,850
Category 2: Non-mandated program or service delivered to municipality through an agreement	\$0	\$0	\$0	\$0	\$43,100	\$0
Category 3: Programs and services are cost-apportioned with municipalities	\$0	\$1,187,400	\$68,600	\$100,410	\$0	\$0
TOTAL	\$2,287,471	\$2,749,310	\$290,186	\$100,410	\$346,048	\$219,850
TOTAL 2024 BUDGET	\$5,993,275					

2024 Budget by Municipality

Municipality	2023 Levy	2024 Levy	Levy \$ Change	2024 Cost Apportioning
Municipality of Arran-Elderslie	\$51,937	\$56,962	\$5,025	\$2,500
Municipality of Brockton	\$178,827	\$196,379	\$17,552	\$8,620
Township of Chatsworth	\$62,008	\$67,958	\$5,950	\$2,983
Municipality of Grey Highlands	\$89,868	\$98,630	\$8,762	\$4,329
Town of Hanover	\$135,498	\$148,386	\$12,888	\$6,514
Township of Howick	\$5,565	\$6,124	\$559	\$269
Township of Huron-Kinloss	\$114,758	\$126,807	\$12,049	\$5,566
Municipality of Kincardine	\$362,257	\$398,215	\$35,958	\$17,480
Town of Minto	\$56,271	\$62,218	\$5,947	\$2,731
Municipality of Morris-Turnberry	\$4,184	\$4,359	\$175	\$191
Town of Saugeen Shores	\$435,734	\$483,041	\$47,307	\$21,203
Municipality of South Bruce	\$100,286	\$111,578	\$11,292	\$4,898
Township of Southgate	\$141,332	\$162,742	\$21,410	\$7,144
Township of Wellington North	\$81,626	\$89,834	\$8,208	\$3,943
Municipality of West Grey	\$251,064	\$274,237	\$23,173	\$12,038
TOTAL	\$2,071,215	\$2,287,471	\$216,256	\$100,410

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

BY-LAW NO. 55-2023

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

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

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

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

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

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

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

1. That the Corporation of the Municipality of Arran-Elderslie hereby enter into an agreement with Municipal Special Services Inc. for the provision of by-law enforcement services, pursuant to the Comprehensive Ontario Police Services Act, effective September 14, 2023 and terminating on September 30, 2024.
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 November 2023.

READ a THIRD time and finally passed this 13th day of November 2023.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Contract Agreement

Between

Municipal Support 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 & Bylaw enforcement services in the Municipality of Arran-Elderslie.
- 2.2 Other services which complement the provision of Animal Control & Bylaw 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:

Municipal Support 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.
- 8.4 Both parties agree that the contractor and its employees are essential to the contractor and Client in order to meet its contractual and business obligations. Therefore, both parties agree not to entice, poach, or offer employment to any employees of either party.

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 & Bylaw Enforcement Officers

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

17.2.1 For greater certainty, the Contractor will enforce:

- The provisions of all 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.
- Municipal Bylaws as they relate to Property standards, parking enforcement, public nuisance and other bylaws in place within the Municipality.

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 including animal control 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 \$36.00 (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.

22. Term, Cancellation, Termination and Extension

22.1 The term of this agreement will begin at 0000 on Sept 14, 2023 and end on September 30, 2024 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.

Municipal Support Services Inc.

Municipality of Arran-Elderslie

Andrew James, Owner

_____, 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

Contract Agreement

Between

Municipal Support 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 (90) 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:

Municipal Support 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.

22. Term, Cancellation, Termination and Extension

- 22.1 The term of this agreement will begin at 0000 on Oct 1, 2023 and end on September 30, 2024 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.

Municipal Support 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

Policy Name:	Municipal Petition Policy	Policy No: CLK01-2023
Department:	Clerk's Department	
Effective Date:	November 13, 2023	
Date Revised:		
Authority:	By-Law No. 57-2023	Repealed Authority:

1.0 POLICY STATEMENT

The Municipality of Arran-Elderslie is committed to community engagement, and the use of petitions allows residents to have input into Council's decision-making process as well as bring forward information for Council's consideration.

2.0 PURPOSE

The policy outlines the Municipality's procedure for accepting and considering a petition by Council.

3.0 DEFINITIONS

"Municipality" means the Municipality of Arran-Elderslie.

"Petition" means a formal written request made to Arran-Elderslie Council for a particular action to be taken or to voice an opinion on a matter.

"Petition Spokesperson" means the person who has initiated and is the primary contact for the petition.

"Council" means the Council of the Municipality of Arran-Elderslie.

"Clerk" means the Clerk of the Municipality of Arran-Elderslie or their designate.

"Clerk's Office" means the Clerk's Department within the Municipality of Arran-Elderslie.

4.0 OVERVIEW OF PETITIONS

- 4.1** Petitions are a way for residents to communicate their opinions to members of Council and bring attention to a matter of public interest or concern that is within the authority of Council.
- 4.2** Matters that are administrative or operational in nature should be first raised with Municipal staff in the relevant department.
- 4.3** Any resident, business owner, or property owner within the Municipality of Arran-Elderslie can bring forward and sign petitions.
- 4.4** Petitions related to matters involving multiple municipalities, which includes the Municipality of Arran-Elderslie, may be accepted at the discretion of the Clerk's Office. Said petitions must be signed only by residents of those municipalities that are included in the petition scope.
- 4.5** All petitions are subject to specific requirements outlined below, which help to ensure their authenticity and validity.
- 4.6** Petitions will not be accepted for matters which a petition has been presented to Council within the past twelve (12) months.
- 4.7** This policy shall not limit any statutory petition process outlined in relevant legislation.

5.0 POLICY REQUIREMENTS

- 5.1** Petitions may be submitted in an electronic or paper-based format.
- 5.2** For convenience, the Clerk's Office has created a form that petition organizers can use attached hereto as Schedule A.
- 5.3** For a petition to be certified, every petition shall:
 - contain clear, proper, and respectful requests that Council can choose to act on within its authority;
 - not be argumentative or harshly worded;
 - not contain libelous or false statements;
 - not criticize any one person or group;
 - be legible, typewritten, or printed in ink. Petitions completed in pencil will not be considered valid;

- list the text/request of the petition at the top of each page for multiple- page petitions, and the pages must be numbered and the total number of pages indicated to ensure no pages are misplaced;
- identify a primary point of contact/spokesperson for the petition;
- for paper-based petitions: contain the printed names, addresses, and original signatures written directly on the face of the petition and not pasted thereon or otherwise transferred to it; photocopies will not be accepted;
- for electronic petitions: petitioners shall provide name, address, and a valid e-mail address;
- Petitions submitted via an external petition website (e.g., change.org) will not be accepted as a formal petition.
- Each page of the petition must include the following statement regarding the collection of personal information:

Collection of personal information:

Personal information is being collected and will be used to inform the Municipality of your views on a matter of public interest or concern as specified in this petition. Your information may be made public through a meeting and corresponding agendas and minutes and/or distributed as part of the Information Items.

Personal information, as defined by Section 2 of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and will be maintained for the purpose of creating a record that is available to the general public in accordance with the provisions of MFIPPA.

If you have questions about the collection, use, or disclosure of this personal information, please contact the Clerk.

6.0 SUBMISSION PROCESS

6.1 The process to submit a petition is as follows:

- a) Petitions shall be submitted to the Clerk's Office.
- b) Shall be addressed to the Council of the Municipality of Arran-Elderslie.
- c) Electronic petitions may be submitted by email to the attention of the Clerk.
- d) Petitions should use the provided petition template/form.

- e) Council has the discretion to accept the petition; any decision made by Council is final and not appealable.

6.2 In order to present a petition, the following must be adhered to:

- a) Indicate upon submission of the petition the desire to verbally present the petition to Council.
- b) The identified petition spokesperson shall be the individual who will make the presentation.
- c) The spokesperson shall be limited in speaking to ten (10) minutes.
- d) No additional materials will be permitted to be displayed, presented, or distributed to Council other than the petition itself or background information directly related to the petition.

7.0 RESPONSIBILITIES

7.1 Council has the authority and responsibility to:

- a) Adopt the Petition Policy
- b) Receive Public Petitions

7.2 The Clerk's Office has the authority and responsibility to:

- a) Receive all petitions.
- b) Evaluate all petitions to ensure that the policy requirements are met.
 - a. Petitions deemed non-compliant will not be formally accepted by Council.
- c) Forward all complete and certified petitions to Council for consideration.

7.3 All petitions filed to the Clerk's Office shall be maintained as per the records retention schedule.

PAPER-BASED PUBLIC PETITION

To: The Council of the Municipality of Arran-Elderslie

Petition Spokesperson

Name:		Address:	
Phone:		Email:	

Do you wish to present the petition at a Council meeting? Yes ☐ No ☐

Whereas: (please provide a brief description of the matter and request/issue below)

I/We, the undersigned, petition the Council of the Municipality of Arran-Elderslie as follows:

Name (Print)	Address	Signature

Collection of personal information:

Personal information is being collected and will be used to inform the Municipality of your views on a matter of public interest or concern as specified in this petition. Your information may be made public through a meeting and corresponding agendas and minutes and/or distributed as part of the Information Items.

Personal information, as defined by Section 2 of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and will be maintained for the purpose of creating a record that is available to the general public in accordance with the provisions of MFIPPA.

If you have questions about the collection, use, or disclosure of this personal information, please call 519-363-3039 or email cfraser@arran-elderslie.ca.

ELECTRONIC-BASED PUBLIC PETITION

To: The Council of the Municipality of Arran-Elderslie

Petition Spokesperson

Name:		Address:	
Phone:		Email:	

Do you wish to present the petition at a Council meeting? Yes ☐ No ☐

Whereas: (please provide a brief description of the matter and request/issue below)

I/We, the undersigned, petition the Council of the Municipality of Arran-Elderslie as follows:

Name	Address	Valid Email Address

Collection of personal information:

Personal information is being collected and will be used to inform the Municipality of your views on a matter of public interest or concern as specified in this petition. Your information may be made public through a meeting and corresponding agendas and minutes and/or distributed as part of the Information Items.

Personal information, as defined by Section 2 of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), is collected under the authority of the Municipal Act, 2001, and will be maintained for the purpose of creating a record that is available to the general public in accordance with the provisions of MFIPPA.

If you have questions about the collection, use, or disclosure of this personal information, please call 519-363-3039 or email cfraser@arran-elderslie.ca.

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

BY-LAW NO. 57-2023

**BEING A BY-LAW TO ESTABLISH A PETITION POLICY FOR
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 the Council of the Corporation of the Municipality of Arran-Elderslie considers it appropriate and proper to establish a Petition Policy 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 Petition Policy, 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.

READ a FIRST and SECOND time this 13th day of November, 2023.

READ a THIRD time and finally passed this 13th day of November, 2023.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

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

BY-LAW NO. 58 – 2023

**Being A By-Law to Amend Comprehensive Zoning By-Law No. 36-09, as
amended, of the Municipality of Arran-Elderslie.**

Whereas the Council of the Municipality of Arran-Elderslie deems it in the public interest to pass a By-law to amend Bylaw No. 36-09.

And Whereas pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990, as amended, By-laws may be amended by Councils of Municipalities.

Therefore, the Council of the Municipality of Arran-Elderslie enacts the following:

1. By-law No. 36-09 is hereby amended as it affects lands described as Pt Lt 31 Con 3, Pt Pk Lt Y Plan 217, 16R-10669 Pt 2, Municipality of Arran-Elderslie, and shown on Schedule "A" affixed hereto.
2. Schedule "A" to 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 the zoning from Residential Low Density Single 'R1' to Residential Low Density Multiple 'R2-58-2023', on the subject lands, as outlined in Schedule 'A', attached hereto and forming a part of this by-law.
3. By-law No. 36-09, is further amended by adding the follow subsection to Section 10.6 thereof:
 'R2-58-2023'
 "Notwithstanding Section 10 to this By-law shown as 'R2-58-2023' on Schedule 'A' on lands described as Pt Lt 31 Con 3, Pt Pk Lt Y Plan 217, 16R-10669 Pt 2, Municipality of Arran-Elderslie:
 a. The maximum lot coverage is 45%
 b. The minimum separation distance between a cluster townhouse and an abutting lot is 6 m. All other provisions of By-law 36-09 shall apply."
4. Schedule 'A' attached, and all notations thereon are hereby declared to form part of this By-law.
5. THAT this By-law takes effect from the date of passage by Council and comes into force and effect 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 November, 2023.

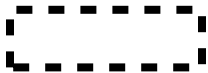
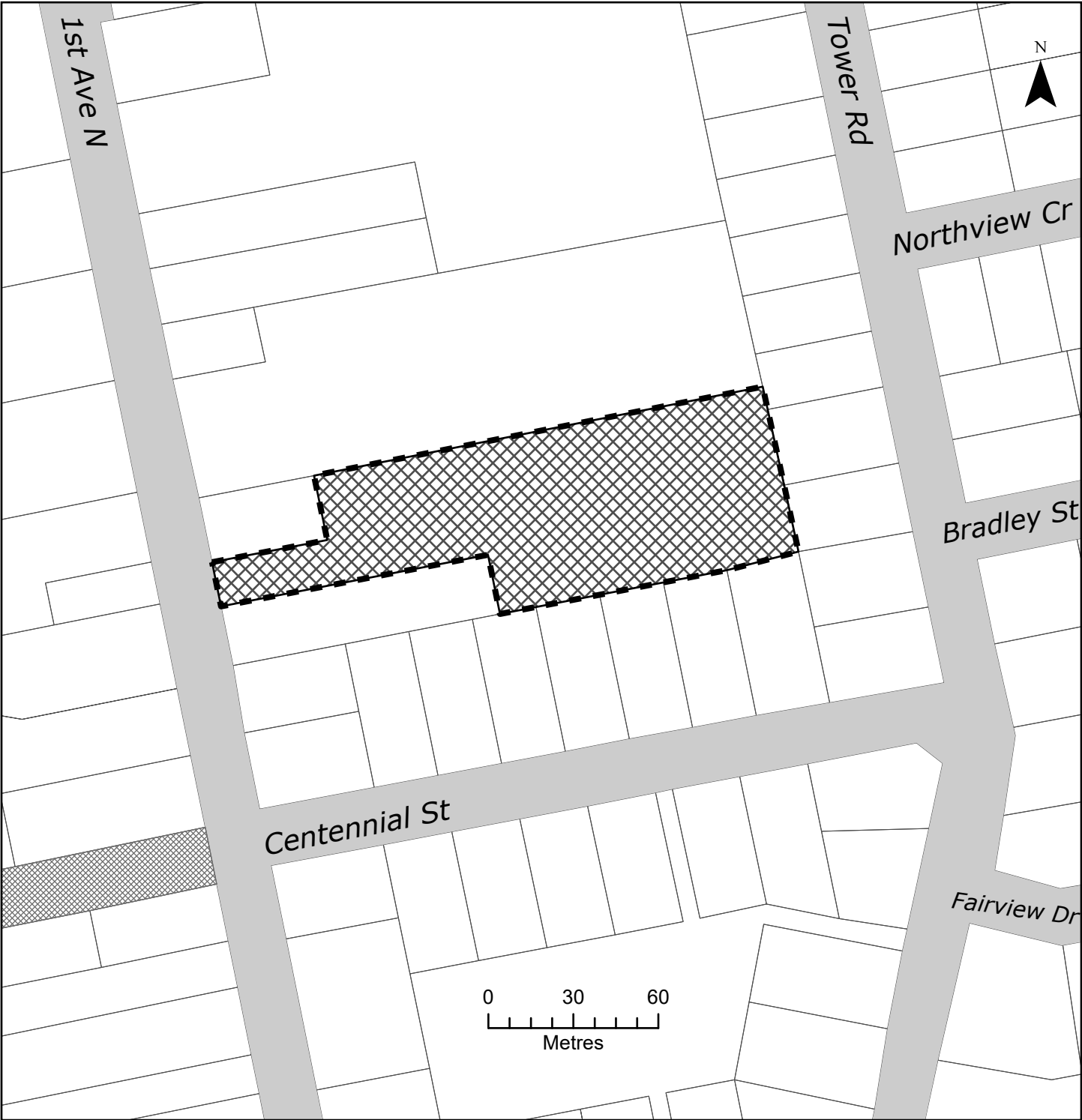
READ a THIRD time and finally passed this 13th day of November, 2023.

Steve Hammell, *Mayor*

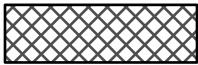
Christine Fraser-McDonald, *Clerk*

Schedule 'A'

CON 3 PT LOT 31; PLAN 217 PT PARK LOT Y RP; 3R10669 PART 2 - Roll 410339000107600
Municipality of Arran-Elderslie (Town of Chesley)



Subject Property



Lands to be zoned R2-58-2023 Residential Low Density Multiple

This is Schedule 'A' to the zoning by-law amendment number 58-2023 passed this 13th day of November, 2023.

Mayor _____
Clerk _____

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

BY-LAW NO. 59 - 2023

BEING A BY-LAW TO IMPOSE SPECIAL ANNUAL DRAINAGE RATES
UPON LAND IN RESPECT OF WHICH MONEY IS BORROWED
UNDER THE *TILE DRAINAGE ACT*

WHEREAS Owners of land in the Municipality have applied to the Council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such lands; and

WHEREAS Council, has, upon their application, adopted the recommendation to lend the owners the total sum of \$ 41,600.00 to be repaid with interest by means of rates hereinafter imposed;

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

1. THAT annual rates, as set out in Schedule 'A' attached hereto and forming a part of this by-law, are hereby imposed upon such lands as described for a period of ten years, such rates to be levied and collected in the same manner as municipal taxes.
2. 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 November, 2023.

READ a THIRD time and finally passed this 13th day of November, 2023.

Steve Hammell, Mayor

Christine Fraser McDonald, Clerk

Property Owner Information*				Description of Land Parcel to Which the Repayment Charge Will be Levied					Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
Cumming Farms 1999 Ltd.	Ian Cumming	Secretary/Treasurer & Director		Lot: 6	Con: 10				2023-Dec-01	\$ 41,600.00	\$ 5,652.11
-	-										
592 Sideroad 18/19		Port Elgin	ONT	Roll #:	4103	380	004	00800			
0	0	0		Lot:		Con:					
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				Roll #:							

* If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer in the last blank space provided.Only the owner(s) of the property may apply for a loan.

TOTAL *									\$ 41,600.00	\$ 5,652.11
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**THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE**

BY-LAW NO. 60-2023

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL MEETING OF
THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD NOVEMBER 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 November 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 November 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.

READ a FIRST and SECOND time this 13th day of November, 2023.

READ a THIRD time and finally passed this 13th day of November, 2023.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk