



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

AGENDA

Monday, February 26, 2024, 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 Commercial (C1) Central Business District/Accessory Apartment Dwellings Zoning
 - 5.2 Notice of Motion - Chesley Ward Councillor Hampton
6. Minutes of Previous Meetings
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8. Minutes of Sub-Committee Meetings
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MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

MINUTES

Monday, February 12, 2024, 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 Brian Dudgeon
Councillor Moiken Penner
Councillor Peter Steinacker

Council Absent: Councillor Darryl Hampton

Staff Present: Sylvia Kirkwood - CAO
Christine Fraser-McDonald - Clerk
Julie Hamilton - Deputy Clerk
Scott McLeod - Public Works Manager
Carly Steinhoff - Recreation Manager
Pat Johnston - Chief Building Official - Present Electronically
Steve Tiernan - Fire Chief
Jessica Pridham, Economic Development & Communications Coordinator

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)

- Tara United Church Pancake Supper, Tuesday Feb. 13 from 5:00-7:00 PM. \$10/person, \$5/child or \$30/family. Take out available for pickup starting at 4:00PM, Must be preordered by Feb 10 with Anita 519-934-3047
- Chesley Nursery School 45th Anniversary Pancake Supper and Silent Auction on Tuesday Feb. 13, 5-7PM at the Chesley Community Centre. Tickets are \$12 for adults and \$5 for kids under 10.
- On February 17th, Arran-Elderslie will be hosting the Paisley 150th Anniversary Kick-off Event. Details will be announced on social media.

There will be more community-led events in honour of Paisley's 150th throughout the year.

- Please note that the Administration Office will be closed on February 19th for Family Day.
- The Community Guide is out in the mail. Look for yours in your mailbox.
- The Tara Curling Club will be hosting a trivia night on March 2, 2024 at the Arran-Tara Community Centre at 8:00 p.m.
- The Arran-Elderslie First Responders will be playing a hockey game against the U18 Ice Dogs on February 18th.

3. Adoption of Agenda

Council passed the following resolution:

41-04-2024

Moved by: Councillor Dudgeon

Seconded by: Deputy Mayor Shaw

Be It Resolved that the agenda for the Council Meeting of Monday, February 12, 2024 be received and adopted, as distributed by the Clerk.

Carried

4. Disclosures of Pecuniary Interest and General Nature Thereof

None at this time.

5. Unfinished Business

6. Minutes of Previous Meetings

6.1 January 29, 2024 - Council Minutes

Subsequent to further discussion, Council passed the following resolution:

42-04-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held January 29, 2024.

Carried

6.2 February 6, 2024 - Special Council Minutes

Subsequent to further discussion, Council passed the following resolution:

43-04-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Dudgeon

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Council Session held February 6, 2024, as amended.

Carried

- 7. Business Arising from the Minutes**
- 8. Minutes of Sub-Committee Meetings**
- 9. Public Meeting(s)**

9.1 Public Meeting - Zoning By-law Amendment Z-2023-099 - Thomson

Mayor Steve Hammell called the public meeting to order at 9:00 a.m. He stated that the purpose of the public meeting was to consider a proposed Zoning By-law Amendment for Gerald Thomson and John Thomson. The property is located at Part Lot 28, Concession 12, (Elderslie), in Dobbinton, Roll Number 4103-380-004-11600.

Megan Stansfield, Planner for the County of Bruce, attended the meeting and presented her report. She clarified the address of the subject property and noted that future reports will provide a clear address and location information.

She noted that the application proposes to rezone the property to reduce the Environmental Protection zone as per Grey Sauble Conservation Authority recommended hazard area and reduce the side yard setbacks to three (3) metres to make the lot viable for building. A holding is required for an archaeological assessment.

The applicant owns this lot and due to the current zoning and zoning provisions, the lot is constrained and development is difficult. Development, in large part, is constrained at this time because of the significant coverage of the Environmental Protection Zone, on the property.

The lot is within an area of high archaeological potential, and the Saugeen Ojibway Nation Environment Office have advised that an archaeological assessment will be required prior to development. This condition is being addressed through the addition of a Holding on the property, which can be removed at the completion of an assessment.

Comments were received from the following agencies:

- Bruce County Transportation and Environment Services: No Comments
- Arran-Elderslie Public Works: No Comments
- Arran-Elderslie Building Department: No Comments
- Grey Sauble Conservation Authority: No objections. Noted that a permit would need to include Engineered grading and drainage plan, Construction plans, Septic plan, and a soils analysis address historic infill.

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

Councillor Nickason asked if there would be sufficient room for a well and a septic system on this lot. The well must be at least 50 feet from the neighbouring septic system.

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

The applicant noted that the Chief Building Official told him that a septic system would fit at the front of the lot and that the well could be drilled in the Environmental Protection area. He feels the lot is viable for a building lot. He noted that the lot to the east has a septic in the river and is a much smaller lot. It will be a 2 story commercial building with a residential portion on the second floor.

Mike Shpak who is a neighbour, is concerned as his dug well is close to the lot line and was told that a septic must be 100 feet back from a dug well.

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

The Mayor asked the Clerk if any written submissions had been received. The Clerk noted that none had been received.

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

The Mayor declared the public meeting closed at 9:20 a.m.

Council passed the following motion:

44-04-2024

Moved by: Councillor Penner

Seconded by: Deputy Mayor Shaw

That Council approve Zoning By-law Amendment Z-2023-099 for Thomson located at Part Lot 38, Concession 12, Dobbinton (Elderslie),

Roll Number 4103-380-004-11600, and the necessary by-law be forwarded to the next available Council meeting for adoption.

Carried

10. Delegations

10.1 Tara Horticultural Society Presentation

Sandra Herron and Anna Gowan made a presentation to Council regarding the request of the Tara Horticultural Society.

They noted that the work done by the THS is accomplished with some municipal funding, however this amount does not cover incurred expenses so the success in meeting this mission depends on the dedication of volunteers to do this work and fundraise to meet objectives.

The Tara Horticultural Society (THS) is celebrating 100 years of continuous service in the community. To celebrate this achievement they would like to plant 100 trees in the community. They have chosen two unopened road allowances in Tara as well as several other areas surrounding and in Tara.

Council thanked the group for their presentation. This will be taken into account during budget negotiations and will be discussed on February 26th.

10.2 Tara Curling Club - Ice Plant Replacement Project

The Tara Curling Club members Martin Taylor and Marilyn made a presentation to Council regarding their ice plant.

The Tara Curling Club (TCC) currently uses an ammonia-based refrigeration plant which was purchased second-hand from the Chesley Curling Club. Although the plant has been serviced annually, and well maintained, the equipment is aged (some components 50+ years).

They have had multiple reliability challenges over the past few years impacting our ability to reliably provide quality curling ice, particularly early and late in the season when the outdoor temperature is higher. They are in consultation with two companies currently regarding the scope and cost of various replacement options. We have researched and applied for grants, and have started fundraising activities, the proceeds of which will be set aside specifically for the Plant Replacement Project.

They would like to explore options beyond the original interest-free loan request, that may be available for a financial partnership with the Municipality to progress their plans to replace the TCC ice plant.

Council noted that there will be a staff report in the future regarding this topic.

Council thanked the group for their presentation. This will be discussed at the February 26th budget deliberations.

10.3 Paisley Community Enhancement Committee

The Paisley Community Enhancement Committee gave a presentation to Council regarding the Paisley 150th anniversary.

The Committee was formed to see amenities grow and be enhanced. Their vision is to raise funds to enhance the amenities in Paisley and see the town have better parks, trails etc. and to celebrate 150 years of Paisley.

They are collaborating with other community groups to fundraise for initiatives that benefit the community.

They are also planning on a parade starting at Ross Street and moving south.

They have amended their original grant request from \$15,000 plus an additional \$10,000 that would be non-repayable.

Insurance has been quoted at \$1,380.24 for the event plus directors and officers insurance at \$1,124.28.

Council thanked the group for their presentation and will discuss this at the February 26th budget discussions.

11. Presentations

12. Correspondence

12.1 Requiring Action

12.1.1 Enbridge Gas Inc.

Council directed staff to contact Enbridge to come as a delegation to Council to discuss this issue.

12.1.2 Karen Kerker - Tara Horticultural Society 100th Anniversary

The Tara Horticultural Society is requesting to close the Municipal Parking Lot in Tara on May 25th for its 100th Anniversary Celebrations.

Subsequent to further discussion, Council passed the following resolution:

46-04-2024

Moved by: Councillor Steinacker

Seconded by: Deputy Mayor Shaw

Be it resolved that Council hereby authorizes the closure of the Municipal Parking Lot in Tara on May 25th until 1:00 PM for the Tara Horticultural Society 100th Anniversary.

Carried

12.1.3 Request from Huron Shores ATV Club

The Huron Shores ATV Club is looking to create a road connection between their trails and the South Bruce Peninsula ATV club. They believe this route would be the safest and most used. The Club is looking for permission to use, to sign the route with way-finders, & to add to our map. This will connect the two clubs together and create a multi day adventure for ATV's and Side by Sides. The tourism impact will benefit the local community.

Works Manager Scott McLeod noted that he is in favour of this project.

Council directed staff to contact legal services and the municipality's insurer in this regard prior to entering into an agreement with the Club.

12.1.4 Correspondence from Residents of Arran Lake

Council directed staff to reply back to the group regarding their concerns.

12.2 For Information

13. Staff Reports

13.1 CAO/Clerks

13.1.1 SRDPCLK.24.02 – Fireworks and Noise By-Laws

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

Solicitor Eric Davis was also present to answer Council's questions.

Deputy Mayor Shaw noted that she feels 9:00 and 7:00 is too early and will result in extra work for staff. It will impact the Legion and/or Curling Club as they will also require exemptions for any events. Neighbouring municipalities allow this type of noise until 11:00 p.m. and puts Arran-Elderslie at a disadvantage.

Councillor Penner asked if the by-law enforcement officer can enter a residence. Solicitor Eric Davis noted that under Section 436 of the *Municipal Act*, that a municipality has the power to pass by-laws providing that the Municipality may enter **on land** at any reasonable

time for the purpose of carrying out an inspection. They cannot enter into a residence without a warrant.

Council directed that under Item 15 of the Set Fines Table, that the times be changed from 7:00 p.m. to 9:00 p.m. Monday to Thursday and change Friday, Saturday, Sunday and Statutory Holidays to 10:00 p.m.

Staff will make these changes and bring them back to the next available Council meeting for the passing of the By-law.

Subsequent to further discussion, Council passed the following resolution:

45-04-2024

Moved by: Councillor Dudgeon

Seconded by: Councillor Steinacker

Be It Resolved that Council hereby,

- 1.Approves the proposed Draft By-Law to Regulate the Possession, Use, Setting Off, Ignition, and/or Discharge of Fireworks Within the Municipality of Arran-Elderslie,;
- 2.Approves the proposed Draft By-Law to Prohibit and Regulate Noise within the Municipality of Arran-Elderslie as amended; and
- 3.Directs Staff to prepare the necessary aby-law to give affect to the provisions in the proposed Draft by-laws listed above.

Carried

13.1.2 SRDPCLK.24.04 South Bruce O.P.P. Detachment Board Update

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

Subsequent to further discussion, Council passed the following resolution:

47-04-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Dudgeon

Be It Resolved that Council hereby,

1. Receives the correspondence from the Municipality of Brockton proposing to convene a South Bruce OPP Detachment Board Transition Committee; and

2. That Council supports the continuation of the Clerks/Deputy Clerks Working Group to prepare the necessary draft documents for the South Bruce OPP Detachment Board in anticipation of the Community Safety and Policing Act, 2019 coming into force April 1, 2024;

Carried

13.2 Finance

13.3 Public Works

13.4 Building/Bylaw

13.5 Facilities, Parks and Recreation

13.6 Emergency Services

The Fire Chief noted that they held their first live fire training session on February 9th here at the municipal office.

13.7 Economic Development and Planning

14. Notice of Motion

15. Members Updates

Shaw:

Deputy Mayor Shaw had nothing to report.

Hampton:

Councillor Hampton was absent.

Dudgeon:

Councillor Dudgeon nothing to report.

Steinacker:

Councillor Steinacker nothing to report.

Penner:

Councillor Penner attended a 150th celebration meeting.

Nickason:

Councillor Nickason nothing to report.

Hammell:

Mayor Hammell noted that he attended a mutual aid meeting in Chesley on February 5th.

16. New Business

16.1 Commercial (C1) Central Business District/Accessory Apartment Dwellings Zoning

Council requested that this item be tabled until February 26th so that Chesley Ward Councillor Hampton would be in attendance.

Subsequent to further discussion, Council passed the following resolution:

48-04-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Dudgeon

Further to the Public Information Session held on February 6, 2024, be it resolved:

That Council supports staff's recommended Option 1 as presented, to maintain commercial land uses in the downtown cores of Paisley, Tara and Chesley as outlined in the Local Official Plan and through the enforcement of the provisions of the Comprehensive Zoning By-law 36-09 as they relate to the Central Business District (C1) zone.

Tabled

17. By-laws

18. Closed Session (if required)

Subsequent to further discussion, Council passed the following resolution:

49-04-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

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

() the security of the property of the municipality or local board;

(X) personal matters about an identifiable individual, including municipal or local board employees (staffing matters)

(X) a proposed or pending acquisition or disposition of land by the municipality or local board (surplus lands)

() labour relations or employee negotiations;

() litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

- () advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- () a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- () information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- () a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- () a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- () a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Staff Authorized to Remain:

Item 1 - CAO Sylvia Kirkwood, Clerk Christine Fraser-McDonald and Works Manager Scott McLeod

Item 2- CAO Sylvia Kirkwood

Carried

19. Resolution to Reconvene in Open Session

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

Council passed the following resolution:

50-04-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Dudgeon

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 1:02 p.m.

Carried

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

51-04-2024

Moved by: Councillor Nickason

Seconded by: Councillor Dudgeon

Be It Resolved that Council hereby directs the Clerk to proceed with the surveys for the surplus lands as identified in Closed Session Report SRCLK.2024.01.

Carried

21. Confirming By-law

21.1 By-law 07-2024 - Confirming By-law

Subsequent to further discussion, Council passed the following resolution:

52-04-2024

Moved by: Councillor Penner

Seconded by: Councillor Steinacker

Be It Resolved that By-law No. 07-2024 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 07-2024 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Monday, February 12, 2024.

Carried

22. Adjournment

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Nickason

Seconded by: Councillor Dudgeon

Be It Resolved that the meeting be adjourned to the call of the Mayor at 1:08 p.m.

Carried

23. List of Upcoming Council meetings

- February 26, 2024
- March 11, 2024
- March 26, 2024

- April 8, 2024

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

TREES FOR TARA

TREES FOR TARA

Presented by the Climate Club of A.T.E.S

Introduction

A few months ago we went to a Youth Action Climate Conference In Owen Sound, while there we were inspired by Hepworth School who spoke about their Climate action project at their school. Our aim today is to convince you to help us with our local climate project. We deeply care about climate change and hope to make a difference in our community, but we need some help.

What is Trees for Tara?



What is Trees for Tara?

Our plan Trees for Tara is to purchase Native species, Trees and shrubs from the Grey Sauble Conservation Authority to plant in our community. We hope to grow our community's knowledge on climate change and help improve local habitats.





Our main focus for
Trees for Tara is to
repair *Riparian* ecosystems.



Benefits



Benefits

Air quality

- Trees absorb toxic molecules
- This project can make a larger difference!

Benefits

Community health

Will improve physical and mental health!

Air quality

- Trees absorb toxic molecules
- This project can make a larger difference!

Benefits

Community health

Will improve physical and mental health!

Habitats

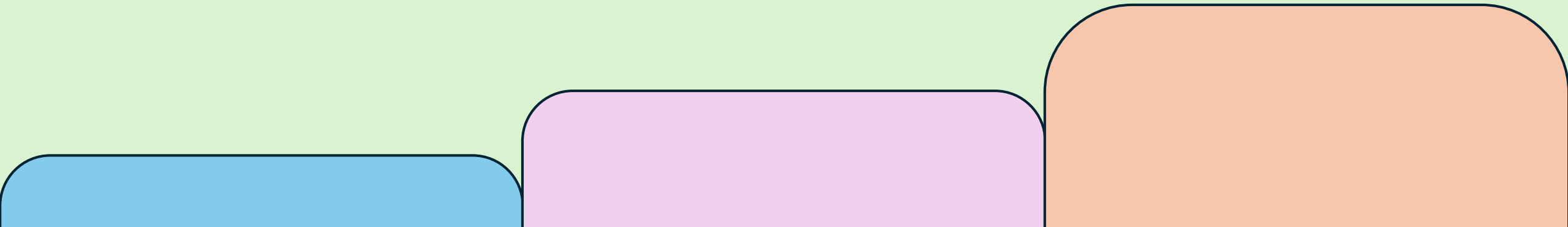
- reduce floods
- shelter
- slower wind
- cool down homes of animals
- food sources

Air quality

- Trees absorb toxic molecules
- This project can make a larger difference!

We need your help.

Who, when where?



Who, when, and where?

Who?

- Grey Sauble Conservation Authority
- Our Principals
- Lee Mcarther
- Students and teachers of A.T.E.S

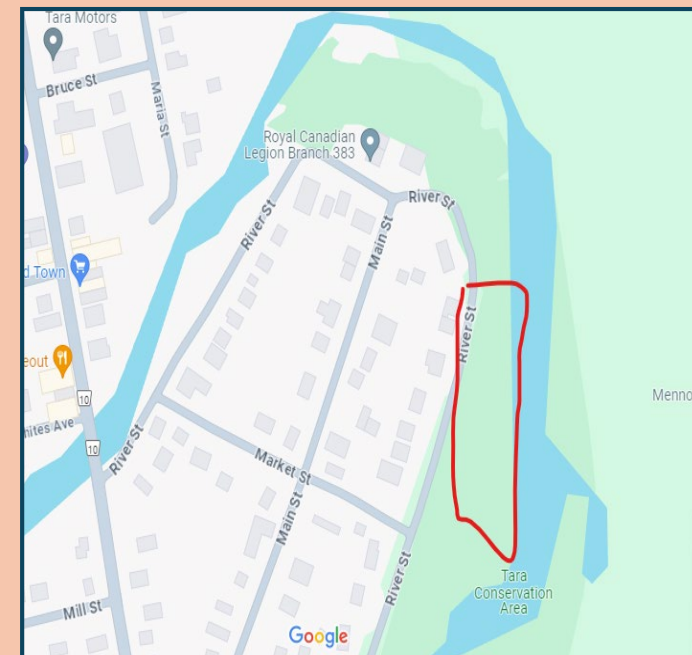
Who, when, and where?

When?

- Trees must be bought now.
- Advertise next few months
- In May We'll plant the trees.

Where?

Who, when, and where?



A photograph of a dense forest. In the foreground, several large, thick tree trunks are covered in vibrant green moss. The ground is a mix of brown pine needles, ferns, and other green plants. Sunlight filters through the trees, creating a dappled light effect. The background shows more trees and a hint of a path or clearing.

Thank you for listening, we are
grateful to have met with you today.
We hope you consider donating to our
project.

From: [Celtic Academy Canada](#)
To: [Christine Fraser-McDonald](#)
Subject: Flag Raising Ceremony, proclamation request
Date: February 9, 2024 11:13:28 AM

Dear Christine,

Thank you for your time and discussion on the telephone-
 March is "Irish Heritage Month Canada" - we request the honour of
 Raising the National Flag of Ireland and a proclamation in the
 Municipality of Arran- Elderslie.

Our local students have participated in our program in Chesley and
 continue to engage the community and their families in the surrounding
 areas, Paisley and Tara-

We will attach a sample proclamation and few photos of the Flag
 Raising- in other municipalities that are eager to share and preserve
 this heritage and history here in Ontario-

We will provide the flag and if time permits have the dancers perform
 a short dance- after the proclamation is read followed by the raising
 of the flag-

Date: Monday March 11th- Monday March 18th, one week (7 days)

Thank you kindly,

Mary Foley

--

Mary Foley T.C.R.G.

Owner/Director

Celtic Academy Canada

<http://www.celticacademy.ca>

<http://www.facebook.com/CelticAcademyCanada>

@CelticAcademy

MULTI-MUNICIPAL ENERGY WORKING GROUP

TOM ALLWOOD, COUNCILLOR, GREY HIGHLANDS, CHAIR
 JIM HANNA, DEPUTY MAYOR, HURON-KINLOSS, VICE-CHAIR
 1925 BRUCE ROAD 10, BOX 70, CHESLEY, ON N0G 1L0
[519-363-3039](tel:519-363-3039) FAX: [519-363-2203](tel:519-363-2203)
jhamilton@arran-elderslie.ca

February 11, 2023

Dear Mayor and Members of Council,

The Multi-Municipal Energy Working Group (MMEWG) continues to actively follow the procurement processes the Independent Electricity System Operator (IESO) is undertaking to procure additional capacity to meet projected future energy needs. Details released regarding the Long-Term 2 Request for Proposals (LT2 RFP) has raised many concerns.

The IESO LT2 RFP calls for 5 TWh of new energy generation, and proposes that this be mostly derived from 2000 MW of new energy generation produced by mostly wind and solar by 2030. It further proposes that most of this generation could be derived by repowering on the current footprint of existing wind turbines that will reach their end of contract life between 2026 and 2034.

Since existence, the now Multi-Municipal Energy Working Group, formerly known as the Multi-Municipal Wind Turbine Working Group, has continued to advocate for stronger safety measures and best practices related to wind turbine installations across the province. To date, many of the concerns raised have not been addressed.

Severe health effects to many residents living within the vicinity of project sites have been identified and continue to jeopardized the health and well-being of many residents. The MMEWG will be making a presentation on this topic to the Grey Bruce Public Health Unit in the March in an effort to bring these concerns to the forefront in advance of the repowering of current projects.

Public safety continues to remain a paramount concern of the MMEWG. Setbacks for tower collapse remain insufficient. The current blade length plus 10 metres requirement not a strong enough protective measure for existing projects let alone repowered turbines on existing footprints. Setbacks for ice throw are also insufficient, as the blade length plus 10 metre setback is less than the ice throw distance witnessed in Ontario. Ontario has witnessed turbine fire and flaming debris on the ground at 200 metres, while setback was 50 metres. A Ministry review failed to recommend industry standard protective barriers for fire suppression in spite of examples of fires in similar turbines.

In 2013, 115 municipalities declared themselves "Unwilling Hosts" for wind turbine projects. With the expected surge in proposals given the ambitious procurement efforts

being undertaken by the IESO, and little change in the regulations, the MMEWG strongly recommends that municipalities take steps to prepare for new wind turbine projects.

This can include taking advantage of new powers to regulate wind turbine projects through the enactment of zoning by-laws that govern their locations within the municipality. Previously, the Multi Municipal group has recommended 2,000 metre setbacks between wind turbines and residential locations in place of the current 550 metres.

If your municipality is not able to put new zoning by-laws in place in a timely basis, the municipality may wish to reaffirm their unwillingness to host projects until the appropriate ministries address the concerns and make stronger rules and regulations. For consideration, a DRAFT declaration has been attached. Should your municipality declare its intention, please let us and we will continue to keep you apprised of any advancements in the industry and regulations.

The need for new electricity production capacity is real and the municipality may wish to also consider other less land intensive methods to support these requirements.

Warm Regards,



p.p.

Tom Allwood,
Chair, Multi-Municipal Energy Working Group
Councillor, Municipality of Grey Highlands

DRAFT

Independent Electrical System Operator
By email: engagement@ieso.ca

Re: Municipality/Township of _____ – Wind Turbine Projects

Please be advised at the Municipality/Township of _____ Council meeting held on _____, the following resolution was approved:

WHEREAS the Independent Electrical System Operator (the IESO) has proposed to move forward with three RFPs where new wind turbine projects can receive a contract from the IESO; and

WHEREAS people living near existing wind turbines report considerable impact on their lives due to noise and other emissions from the wind turbines; and

WHEREAS there are gaps in the enforcement of key terms of the Renewable Energy Approvals governing existing projects relative to noise standards and resolution of complaints; and

WHEREAS municipal approval is required to locate one of these projects in the Municipality/Township of _____; and

THEREFORE BE IT RESOLVED THAT the Council does not support the establishment of any new wind turbine projects within the municipality; and

THAT the IESO be directed to advise potential applicants of this resolution.

Sincerely,

Clerk, Municipality/Township of _____

c:

The Hon. Todd Smith - Minister of Energy - MinisterEnergy@ontario.ca

David Donovan, Chief of Staff, david.donovan@ontario.ca

Association of Municipalities of Ontario - policy@amo.on.ca

Local MPP

Multi-Municipal Energy Working Group – jhamilton@arran-elderslie.ca



Media Release

Feb. 13, 2024

Grey Bruce Public Health releases report on food affordability

A new Grey Bruce Public Health report, [posted this week to GBPH's website](#), highlights the struggles many Grey-Bruce families and individuals are facing to afford basic living expenses, such as sufficient food and rent, as incomes and social assistance rates fail to keep pace with escalating costs.

The report, *"The Cost of Eating Well & The Urgent Issue of Food Insecurity,"* finds the cost of groceries for a family of four in Grey-Bruce was \$301 a week or \$1,305 a month in 2023.

If that family receives Ontario Works, they would have to spend nearly half (47%) of their monthly income on food to meet Canada's Food Guide recommendations. After covering only rent and groceries, they would be left with only \$238 a month to cover all other expenses, including utilities, transportation, and medication.

A single adult had to spend about \$468 a month on food in 2023 to meet Canada's Food Guide recommendations, according to the report, which is more than half of the Ontario Works and shelter allowance for a single person.

"These scenarios clearly show that our social safety net is failing to meet basic, essential needs of housing and food," says GBPH Public Health Manager Jason Wepler.

The report also highlights the serious and lasting impacts of food insecurity and includes steps all levels of government and community partners can take to address the issue.

"Food insecurity is a problem of inadequate income, not solved by food," Wepler says.

"Improving the financial circumstances of food insecure households requires action from all levels of government and community leadership. More than half of those experiencing food insecurity are employed. We need to see innovative solutions and supports that ensure everyone can meet their basic needs."

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

For the 2023 *Cost of Eating Well* report, Public Health used the Ontario Nutritious Food Basket survey to determine food affordability.

Public Health dietitians collected data on the lowest costs of 61 food items in 12 grocery stores from across Grey-Bruce. The items on the survey are based on Canada's Food Guide (vegetables and fruit, whole grain foods, and protein foods) and reflect Canadian eating and purchasing patterns. The survey assumes that people have the knowledge, equipment, and skills to prepare food mostly from scratch. Prepared convenience foods or non-food items, such as toiletries, were not included in the survey.

The results of the survey are shared in the report through a variety of income scenarios to demonstrate the difficult choices households with different income sources may face. Single individuals on Ontario Works and the Ontario Disability Support Program (ODSP) are both unable to meet core needs of housing and food. More than 100% of a single individual's income on Ontario Works is required for housing alone (112%), with nothing left to cover the \$469 needed for food each month.

Almost one in five Grey-Bruce households struggles to purchase the food they need and are food insecure.

A report, [Household Food Insecurity in Canada, 2022, by PROOF](#) shows the food insecurity issue may be worsening. In 2022, 18.7% of Ontario households lived with food insecurity, which refers to when a household has inadequate or insecure access to food due to financial constraints. This is higher than 16.1% of Ontario households that experienced food insecurity in 2021.

Furthermore, the Canada Food Price Report is projecting overall food prices to increase by 2.5% to 4.5% in 2024. Without a corresponding increase in household income, this cost will force families to make impossible choices between shelter, food, medications, transportation, and other needs.

Food insecurity is an important social determinant of health that leads to heightened risks for infectious diseases, injuries, poorer mental health, and chronic diseases. These health impacts result in early mortality and inflated healthcare costs. Food security requires collaborative responses from public and private sectors. These responses can include implementing economic, social, and equity solutions and supports.

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



Saugeen Valley Conservation Authority

Minutes – Board of Directors Meeting

Date: Thursday January 19, 2024, 1:00 p.m.

Location: Administration Office, Formosa, ON

Chair: Barbara Dobreen

Members present: Paul Allen, Larry Allison, Kevin Eccles, Tom Hutchinson, Steve McCabe, Greg McLean, Dave Myette, Mike Niesen, Sue Paterson, Moiken Penner, Jennifer Prenger, Bill Stewart, Peter Whitten

Members absent: Bud Halpin

Staff present: Erik Downing, Janice Hagan, Donna Lacey, Elise MacLeod, Madeline McFadden, Laura Molson, Michael Oberle

Others present: Special guests and members of the public.

1. Land Acknowledgement

The Land Acknowledgement was read by Moiken Penner

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

Motion #G24-01

Moved by Sue Paterson

Seconded by Steve McCabe

THAT the agenda for the Saugeen Valley Conservation Authority meeting, January 19, 2024, be adopted as circulated.

Carried

3. Declaration of Pecuniary Interest

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

4. Adoption of Minutes

4.1 Authority meeting – November 30, 2023

Motion #G24-02

Moved by Tom Hutchinson

Seconded by Paul Allen

THAT the minutes of the Saugeen Valley Conservation Authority meeting, November 30, 2023, be adopted as presented.

Carried

5. Introduction of guests

Greetings were brought to SVCA from the following dignitaries and special guests:

Lisa Thompson, MPP, Huron Bruce Riding
 Pat O'Connor, on behalf of Ben Lobb, MP, Huron-Bruce Riding
 Alex Ruff, MP, Bruce-Grey-Owen Sound (in absentia, via correspondence)
 Glen McNiel, Warden, Huron County
 Paul McQueen, Mayor, Grey Highlands (via Zoom)
 Mark Goetz, Mayor, Municipality of South Bruce
 Ed McGugan, Vice Chair, Maitland Valley CA, Municipality of Huron-Kinloss
 Angela Coleman, Conservation Ontario
 Tim Lanthier, CAO, Grey Sauble Conservation Authority
 Phil Beard, GM/S-T, Maitland Valley Conservation Authority
 Moiken Penner, Councillor, on behalf of Municipality of Arran-Elderslie
 Katie Langdon, NWMO
 Andrew Beumer, Bruce County Transportation
 Coreena Smith, Bruce County Planning

6. Presentation: Staff Recognition

Barbara Dobreen and Erik Downing presented service awards to the following staff:

- 5-Year Service Award: Cheryl Skingley, Campground Superintendent (*in absentia*)
- 10-Year Service Award: Rick Rowbotham, Field Operations Coordinator (*in absentia*)
- 20-Year Service Award: Laura Molson, Manager, Corporate Services
- 25-Year Service Award: Donna Lacey, Manager, Forestry and Lands

7. Chair's Address

The following address was given by Chair Dobreen:

As we convene today for Saugeen Conservation's Annual Meeting, I reflect on a year marked by both challenge and significant progress. Like so many conservation authorities, our journey through this period has been one of adaptation and resilience.

In the realm of Corporate Services, strides have been taken to enhance our operational accessibility. Our forward-looking vision is captured in the completion of a 10-year strategic plan that will guide our path to a sustainable future. We have reinforced the fabric of our organization through policies, job performance evaluations, and training programs.

Innovation in our meeting structure has been realized with the implementation of OWL and hybrid meetings, reflecting our ability to adapt in changing times. We've seen the Agricultural Advisory Committee take root once again, and our staff have broadened their expertise through micro-credentials in accessibility, fundraising, and grant writing.

Environmental Planning and Regulations managed an impressive number of new inquiries, and for the fifth consecutive year, issued over 300 permits, underlining the department's excellence amidst transition. Our presence on the international stage was noted at the Coastal Zone Canada Conference in Victoria, BC, with our influential presentation on conservation authorities in the coastal zone. We've also upheld our regulatory mandate and commitment to environmental stewardship by establishing a violation strategy designed to work with landowners where possible, and successful litigation where necessary.

Our Forestry and Lands department has not only maintained but has enhanced the green spaces under our care, with significant efforts in conservation and recreation, hosting events that connect the community to our mission.

Water Resources has been a beacon of success, with a substantial grant and external funding obtained to bolster our initiatives. Our flood warning program has been retooled for efficiency, and we've embraced transparency with the final stages of public data accessibility for flood and water quality data. Through diligent negotiations, we have established agreements with member municipalities that align with the changes in the CA Act. Unanimous municipal support was received for the Water Quality Program, and Category 2 Agreements are underway. Funding for three municipal floodplain mapping projects was secured and work initiated in 2023 that will ensure the momentum continues in 2024.

This year has indeed been one of the most challenging years for the SVCA. Our success and achievements in 2023 are a testament to Saugeen Conservation's collective ability to adjust and thrive. The Conservation Authorities Act changes included the province removing SVCA's ability to attempt cost recovery through fees and charges rather than municipal levies. Thus, removing our autonomy; overriding Board directives; and compromising our ability to govern ourselves as a representative agency for our member municipalities. Concurrently, new deadlines and deliverables arose alongside staffing challenges. Each department rose to the occasion, showing remarkable time management and fulsome collaboration to build and strengthen relationships with municipal partners, all while still executing unwavering dedication to our shared goals.

Member municipalities in 2023 showed significant support for the SVCA and renewed their belief in SVCA as a vital local organization associated with mandated and non-mandated programs alike.

As we look to the future, we will carry forward the spirit of ingenuity and commitment that has characterized the past year.

Thank you.

8. Presentation: 2023- A look back

The Management team reflected on the various departmental projects, accomplishments, and changes that transpired at SVCA in 2023.

9. Election of Officers

9.1 Appointment of Chair Pro Tem

Motion #G24-03

Moved by Larry Allison

Seconded by Greg McLean

THAT Ed McGugan be appointed as Chair Pro Tem for the purposes of conducting the election of officers for 2024.

Carried

Chair Pro Tem McGugan declared all offices vacant and called for a motion to appoint two scrutineers, in the event of an election count.

9.2 Appointment of Scrutineers

Motion #G24-04

Moved by Barbara Dobreen

Seconded by Steve McCabe

THAT Tim Lanthier and Phil Beard be appointed as scrutineers for the purposes of conducting the election of officers for 2024.

Carried

9.3 Election of Chair

Chair McGugan called for nominations for the position of Chair for 2024. Tom Hutchinson nominated Barbara Dobreen. No further nominations were received.

Motion #G24-05

Moved by Sue Paterson

Seconded by Greg McLean

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Barbara Dobreen accepted her nomination and was acclaimed Chair for 2024.

9.4 Election of Vice Chair

Chair McGugan called for nominations for the position of Vice Chair for 2024. Steve McCabe nominated Tom Hutchinson. No further nominations were received.

Motion #G24-06

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT the nominations for the position of Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Tom Hutchinson accepted his nomination and was acclaimed as Vice Chair for 2024.

9.5 Election of 2nd Vice Chair

Chair McGugan called for nominations for the position of 2nd Vice Chair for 2024. Tom Hutchinson nominated Paul Allen. Kevin Eccles nominated Dave Myette. There were no further nominations.

Motion #G24-07

Moved by Bill Stewart

Seconded by Kevin Eccles

THAT the nominations for the position of 2nd Vice Chair of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Dave Myette declined his nomination. Paul Allen accepted his nomination and was acclaimed as 2nd Vice Chair for 2024.

9.6 Election of Member-at-Large

Chair McGugan called for nominations for the position of Member-at-Large for 2024. Steve McCabe nominated Greg McLean. There were no other nominations.

Motion #G24-08

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the nominations for the position of Member-at-Large of the Saugeen Valley Conservation Authority for 2024 be closed.

Carried

Greg McLean accepted the nomination and was acclaimed Member-at-large for 2024.

10. Committee Appointments

10.1 Appointments to the Forestry Committee

Motion #G24-09

Moved by Bill Stewart

Seconded by Paul Allen

THAT the following Directors be appointed as members to the Forestry Committee for 2024: Tom Hutchinson, Moiken Penner, Bud Halpin, and Dave Myette.

Carried

10.2 Appointments to the Property and Parks Committee

Motion #G24-10

Moved by Tom Hutchinson

Seconded by Greg McLean

THAT the following Directors be appointed as members to the Property and Parks Committee for 2024: Paul Allen, Larry Allison, Moiken Penner, Jennifer Prenger, and Bill Stewart.

Carried

10.3 Appointments to the Water Resources Committee

Motion #G24-11

Moved by Steve McCabe

Seconded by Jennifer Prenger

THAT the following Directors be appointed as members to the Water Resources Committee for 2024: Tom Hutchinson, Greg McLean, Dave Myette, and Bill Stewart.

Carried

10.4 Appointments to the Agricultural Advisory Committee

Motion #G24-12

Moved by Tom Hutchinson

Seconded by Bill Stewart

THAT the following Directors be appointed as members to the Agricultural Advisory Committee for 2024: Steve McCabe, Dave Myette, Kevin Eccles, and Mike Myette; and further

THAT Chris Cossitt, Les Nichols, Paul Wettlaufer, Karen Gorman, Allan Willits, and Meg Roberts be appointed to the Saugeen Valley Conservation Authority Agricultural Advisory Committee for the 2024 calendar year.

Carried

11. Delegation request

Chair Dobreen reminded the Board of Directors that as per the SVCA Bylaws, there is to be no debate during the delegate's presentation and that only questions for clarification can be asked. She also informed the Board that since the file to be discussed is on-going, staff are unable to comment publicly, and no decision or action is to be taken at this meeting.

Robert Scriven requested that a violation be commenced, and the restoration of an environmentally protected land and watercourse be undertaken under the supervision of SVCA. He informed the Board that unauthorized drainage works had been executed at a property adjacent to Skunk Creek, and in his opinion were completed without environmental studies or engineering plans, and work had not been performed by properly qualified contractors. Since this is an open file with SVCA, the Board did not discuss the presentation.

12. Reports for information

12.1 GM-2024-01: General Manager's report

The GM/S-T highlighted the fee freeze notice from the Ministry of Natural Resources and Forestry.

12.2 GM-2024-02: Program report

There was no discussion.

12.3 Correspondence

Correspondence was received from the Ministry of Natural Resources and Forestry, December 13, 2023, with notice of extension of the Minister's Direction regarding the freezing of EPR fees. The Board discussed this notice and the effect it has on the 2024 budget.

12.4 News report

There was no discussion.

13. New business

13.1 COR-2024-03: 2024 Budget update

Due to the fee freeze enacted by the province and direction to review the 2024 budget, Staff have proposed changes which will not affect the General Levy and recommend that the shortfall be funded through reserves. The Directors discussed the changes and agreed to adopt the amended budget.

Motion #G24-13

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111; and further

THAT the amended budget in the amount of \$5,784,425 be adopted; and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further

THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

Motion #G24-14

Moved by Kevin Eccles

Seconded by Bill Stewart

THAT the recommended motion be separated into two parts to rescind motion G23-111 before discussion of the amended budget.

Carried

Motion #G24-15

Moved by Tom Hutchinson

Seconded by Steve McCabe

Whereas the Authority adopted the 2024 Budget in the amount of \$5,993,275 at the November 30th meeting (G23-111); and

Whereas the Province has extended their December 28, 2022, direction to not change fees related to reviewing and commenting on planning and development related proposals, applications, or land use planning policies or for Conservation Authority permitting, through December 2024;

THAT the Authority rescind motion G23-111.

Carried

Motion #G24-16

Moved by Tom Hutchinson

Seconded by Steve McCabe

THAT the amended budget in the amount of \$5,784,425 be adopted; and further

THAT the General Manager/Secretary-Treasurer is hereby authorized to notify the member municipalities of the cost apportioning amounts owing; and further

THAT cost apportioning payments shall be due from member municipalities in two equal instalments on March 31 and June 30, 2024, and that late payments shall be subject to the Authority's standard late payment charge of 1.50% per month thereafter.

Carried

13.2 EPR-2024-01: Request for endorsement: Permits issued

Motion # G24-17

Moved by Paul Allen

Seconded by Larry Allison

THAT the Development, Interference with Wetlands and Alterations to Shorelines and Watercourse applications (#23-287 to 23-310), pursuant to Ontario Regulation 169/06, as approved by staff, be endorsed.

Carried

13.3 Appointment of Auditor

Motion #G24-18

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT Baker Tilly SGB LLP be confirmed as the auditor to the Authority for the year 2024.

Carried

13.4 Appointment of Solicitor

Motion #G24-19

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT Beard Winter LLP, and Mathews, Dinsdale & Clark LLP be appointed solicitors to the Authority for the year 2024 for general operations, with the option to engage the services of other local solicitors, as necessary.

Carried

13.5 COR-2024-04: Statutory Administrative Approvals

Motion #G24-20

Moved by Jennifer Prenger

Seconded by Greg McLean

THAT the Saugeen Valley Conservation Authority Board of Directors re-affirm for 2024 the Health and Safety Policy; and further

THAT the Saugeen Valley Conservation Authority Board of Directors Re-Affirm for 2024 the Workplace Violence, Harassment, and Sexual Harassment Policy.

Carried

14. Committee meeting schedule

Motion #G24-21

Moved by Bill Stewart

Seconded by Steve McCabe

THAT the Committee meeting schedules be adopted as presented.

Carried

15. Adjournment

There being no further business, the meeting adjourned at 3:27 p.m. on the motion of Peter Whitten and Moiken Penner.

Barbara Dobreen
Chair

Janice Hagan
Recording Secretary



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: February 12, 2024

Subject: SRCAO.2024.01 – Fire Agreements

Report from: Sylvia Kirkwood, Chief Administrative Officer

Appendices: Appendix A – Fire Service Agreements; Brockton, Chatsworth, Hanover, Kincardine, Saugeen Shores, South Bruce Peninsula

Recommendation

Be It Resolved that Council hereby,

1. Receives the information related to the current Automatic Aid Agreements/Fire Service Agreements with Arran-Elderslie Fire & Emergency Services Department; and
2. Support staff to commence a formal review of all Automatic Aid Agreements/Fire Service Agreements and provide Council with an update on the agreement negotiations and modifications if required.

Report Summary

In accordance with the provisions of the *Fire Protection and Prevention Act*, Arran-Elderslie's Fire and Emergency Services Department has long standing automatic aid agreements or fire service agreements with neighbouring municipalities. Providing and/or receiving fire protection services to areas of Brockton, Chatsworth, Hanover, Kincardine, Saugeen Shores and South Bruce Peninsula. Some of these agreements are now expired and require re-negotiation. Staff will commence a review of these agreements and will provide a further update to Council on the status of the review.

Background

Staff have been requested to bring to Council a report outlining the Fire Service Agreements that are in place between Arran-Elderslie Fire and Emergency Services and surrounding municipalities.

In order to ensure that these agreements are up to date and currently reflect the services being provided staff will commence a review of the expired agreements.

Analysis

Brockton – By-law 58-2016 – October 11, 2016 Automatic Aid Agreement for a 5 year term (2021) with an overholding provision to allow automatic annual renewal. Fire Coverage Area outlined on Schedule A of the Agreement. Negotiated payment of \$53,139.32 in 2016 with an annual CPI increase each year. Billed January 1 and July 1 of each year.

Chatsworth – Bylaw 12-2013 – March 11, 2013 for Joint Fire Agreement and Management of a Fire Board. Agreement was for a period of one year (2014) and would remain in place until another agreement is entered into or one party commences termination of the agreement. Specific coverage area outlined on Schedule D of the Agreement Annual Operating and Capital Budgets to be presented by March 31st each year. Chatsworth and Arran-Elderslie have proportionate share of ownership of assets. Specific expenditures are outlined in the Agreement. Billing of expenditures to Chatsworth are done March 31, June 31, Sept 30, Dec 31st.

Hanover – September 28, 2020, Fire Protection Agreement. The Agreement came into effect on December 1, 2020 and was to remain in effect until December 1, 2025. Written notice to renew the Agreement for an additional 5 years is permitted by request in writing to do so. Hanover provides technical rescue services to Arran-Elderslie in accordance with Schedule B of the agreement in the areas of water rescue, rope rescue, etc. Fees charged are based on fee for services as per MTO rates. Monthly updates on calls attended are to be provided to Arran-Elderslie.

Kincardine - By-law 54-2017, Fire Protection Agreement, dated September 27, 2017. The Agreement was for a period of five years (2022) and then automatically renewed on a year to year basis until such time as the Agreement is require to be revoked. The fire protection area is specifically outlined on Schedule A of the Agreement. The annual payment was \$51,400 per year subject to CPI increase and billed on January 1st and July 1st each year.

Saugeen Shores – By-law 43-10, Mutual Aid Agreement, dated September 7, 2010 to take effect on January 1, 2011. The Agreement was for five years (2016) with an automatic renewal from year to year unless otherwise terminated. Specific fire coverage area identified on Schedule A of the Agreement.

Invoicing Saugeen Shores May 31st and November 30th each year an annual service retainer of \$100 per property roll number. This fee was to be increased each year based on CPI. In addition, payment for each call made subject to MTO rates was also to be paid.

South Bruce Peninsula – By-law 938-89 Fire Service Agreement with former Township of Amabel, dated June 1, 1989 and commenced August 1, 1989. The Agreement was to terminate on December 31, 1989 and shall continue on an annual basis until such time as it is terminated. Payment was set at \$300 per hour per fire services and a \$1,500 per year stand-by charge per year. All fees were to escalate annually by 5% each year.

Link to Strategic/Master Plan

6.4 Leading Financial Management

Financial Impacts/Source of Funding/Link to Procurement Policy

No financial impacts to the Operating and/or Capital Budget for the purposes of this report.

Approved by: Sylvia Kirkwood, Chief Administrative Officer

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

BY-LAW NO. 58 - 2016

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A FIRE PROTECTION AGREEMENT WITH
THE MUNICIPALITY OF BROCKTON
(Automatic Aid Agreement – Paisley & District Fire Department)**

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

WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may enter into an automatic aid agreement with another municipality to provide and/or receive fire protection services; and

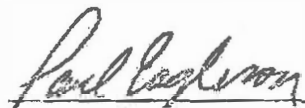
WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Municipality of Arran-Elderslie known as the Paisley and District Fire Department;

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

1. THAT this Council does hereby authorize the Mayor and Clerk-Administrator to execute the Agreement, in the form annexed hereto as Schedule "A" (the Paisley and District Fire Department Automatic Aid Agreement), with the Corporation of the Municipality of Brockton to provide fire protection services within the boundaries as set out in the agreement.
2. THAT Schedule "A", the Paisley and District Fire Department Automatic Aid 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 11th day of October, 2016.

READ a THIRD time and finally passed this 11th day of OCTOBER, 2016.


Paul Eagleson, Mayor


Peggy Rolfe, Clerk-Administrator

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

THIS AGREEMENT MADE this 11th day of October, 2016.

BETWEEN the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-
ELDERSLIE, (hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON,
(hereinafter referred to as "BROCKTON")

WHEREAS Section 2.(6) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended authorizes a municipality to enter automatic aid agreements with other municipalities to provide and/or receive fire protection services; and

WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Municipality of Arran-Elderslie; and

WHEREAS the Municipality of Arran-Elderslie is prepared to make available fire protection services to the Municipality of Brockton, and the Municipality of Arran-Elderslie is agreeable and requests of the Municipality of Brockton to provide fire protection services to a defined area of the Municipality of Brockton;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of Arran-Elderslie and the Municipality of Brockton mutually agree as follows:

DEFINITIONS:

1. In this Agreement, unless the context otherwise requires,

- a) "Automatic Aid" means the two closest fire stations being dispatched simultaneously or as close to simultaneously as possible. Paisley and District Fire Department and Municipality of Brockton Fire Department, Walkerton Fire Station shall be dispatched simultaneously to all emergencies, as described in Schedule "C" requiring fire protection services to the area described in Schedule 'A'.
- b) "Chief Fire Official" means the Municipality of Brockton Fire Chief or designate;
- c) "Designate" means a person who, in the absence of the Fire Chief or Chief Fire Official, has the same powers and authority as the Fire Chief or Chief Fire Official.
- d) "Fire Chief" means the Chief of the Paisley and District Fire Department.
- e) "Fire Department" means the Paisley and District Fire Department.
- f) "Fire Protection Area" means the area of the Municipality of Brockton defined in Schedule 'A' attached to and forming part of this Agreement.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

- g) *"Fire Protection Services"* means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: "Includes fire suppression, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services".
 - h) *"Sufficient Resources"* means staffing and equipment to provide a response that meets the most current Ontario Fire Marshal's Public Fire Safety Guidelines for the particular emergency type.
 - i) *"Schedule A"* is the description of the Fire Protection Area.
 - j) *"Schedule B"* means the amount and manner by which payment will be made to Arran-Elderslie for provision of fire protection services.
 - k) *"Schedule C"* is the description of fire protection services that will be provided, and under what circumstances an automatic aid response will be activated.
 - l) *"Schedule D"* is the description of the tiered response criteria Paisley and District Fire Department will respond to in the fire protection area, and is part of the provision of fire protection services.
2. The Municipality of Arran-Elderslie will supply *fire protection services*, with sufficient resources to all the properties and residents situated within the geographical areas as shown in *Schedule "A"*.
 3. The Municipality of Arran-Elderslie shall provide the Municipality of Brockton with written proof of current liability insurance and Workplace Safety Insurance Board coverage for so long as this agreement remains in effect.
 4. This agreement is intended to provide vital fire protection services which will ultimately improve the level of public safety for the residents of the *fire protection areas* shown in *Schedule "A"*.
 5. This agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - a) Ensuring that the nearest available fire station immediately responds to an emergency, irrespective of existing municipal boundaries.
 - b) Ensuring an adequate fire attack team (which may be made up of personnel and equipment from two (2) or more fire departments).
 - c) Ensuring the provision of equipment and personnel, particularly to the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.
 6. The Municipality of Arran-Elderslie will supply *fire protection services* as detailed in *Schedule "C"*. *Schedule "C"* will also detail the specific criteria when an *automatic aid* response will be dispatched for properties noted in *Schedule "A"*. The *automatic aid* response will consist of the Paisley and District Fire Department as the primary responder, followed by the Municipality of Brockton, Walkerton Fire Station as the secondary responder, with further assistance provided as detailed in *Schedule "C"* by the Municipality of Brockton, Walkerton Fire Station. The *Fire Chief or designate* will have the discretion to cancel the Municipality of Brockton response at any time if the *Fire Chief or designate* thinks he/she has *sufficient resources* to provide a response that meets the Ontario Fire Marshal's Public Fire Safety Guidelines for that particular

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

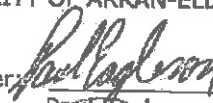
emergency.


7.
 - a) The fire apparatus and personnel of the Fire Department will respond to incidents in the *Fire Protection Area* in a like manner as if the response were in the Municipality of Arran-Elderslie.
 - b) Should the *Fire Chief or designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *fire protection area*, such assistance may be summoned following the Bruce County Mutual Fire Aid Plan and Program.
8.
 - a) The *Fire Chief or designate* may refuse to supply responses if response personnel, apparatus and /or equipment are required in the Municipality of Arran-Elderslie or elsewhere, under the provisions of the Bruce County Mutual Fire Aid Plan and Program
 - b) The *Fire Chief or designate* may order the return of such personnel, apparatus and /or equipment that is responding to or is at the scene of an incident in the *Fire Protection Area*. In such cases the *Fire Chief or designate* may summon assistance in accordance with Section 7. b).
9. The Municipality of Brockton shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the *Fire Protection Area*, of procedures for reporting an emergency and of the services provided by the *fire department*.
10. The *Fire Chief or designate* shall have full authority and control over his/her staff while operating within the *fire protection area*.
11. The *Chief Fire Official* will remain responsible for *Fire Protection Services* at all times within the Municipality of Brockton boundaries.
12. The *Fire Chief or designate* shall provide a report to the *Chief Fire Official* detailing the *Fire Department* responses as they occur in the *Fire Protection Area*. This shall detail call hours and call types. As well as statistics, any abnormal occurrences or fire safety issues shall be noted.
13. Arran-Elderslie agrees to provide a minimum five (5) capital forecast plan in writing to the Municipality of Brockton on a yearly basis, on or before the 15th day of December of each year, detailing planned capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*.
14. Arran-Elderslie agrees to fund all future capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*, using resources provided and contained within the annual flat rate sum as specified within this agreement. At no time in the future, so long as this agreement remains in force, shall Arran-Elderslie request additional funds to purchase capital items to provide *Fire Protection Services* in the *Fire Protection Area*.
15. The Municipality of Brockton agrees to reimburse to the Municipality of Arran-Elderslie, payment in the manner and amounts established in *Schedule "B"* for *automatic aid services* to the *Fire Protection Area*.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

- 16.
- a) This Agreement shall remain in force for a period of five (5) years or until either party provides written notice of termination at least one hundred and eighty (180) days prior to the desired date of termination.
 - b) If neither party provides written notice of termination as described in 16. a), the contract shall automatically renewed from year to year and shall continue to do so until such time as either party invokes 16. a)
 - c) The terms of this agreement shall include an annual increase to the base contract price as described in *Schedule "B" for automatic aid services* to the *Fire Protection Area* equal to Consumer Price Index (CPI) per year.
 - d) The Municipality of Brockton shall receive all funds recovered for services provided by the *Fire Department* in the *Fire Protection Area*.
 - e) This agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 17.
- a) So often as there may be any dispute between the parties to this Agreement, or any of them with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act, R.S.O. 1990 c. M.78, as amended*, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
 - b) If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act, R.S.O. 1990 c. M.78, as amended*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, S.O. 1991 c. 17, amended*, or pursuant to any successor legislation.
18. No liability shall attach or accrue to the Municipality of Arran-Elderslie by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *Fire Department* while engaged in the provision of *Fire Protection Services* in the *Fire Protection Area*.
19. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

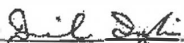
Per: 
Paul Eagleson, MAYOR

Per: 
Peggy Rouse, CLERK

We have the authority to bind the Corporation.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

FOR THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

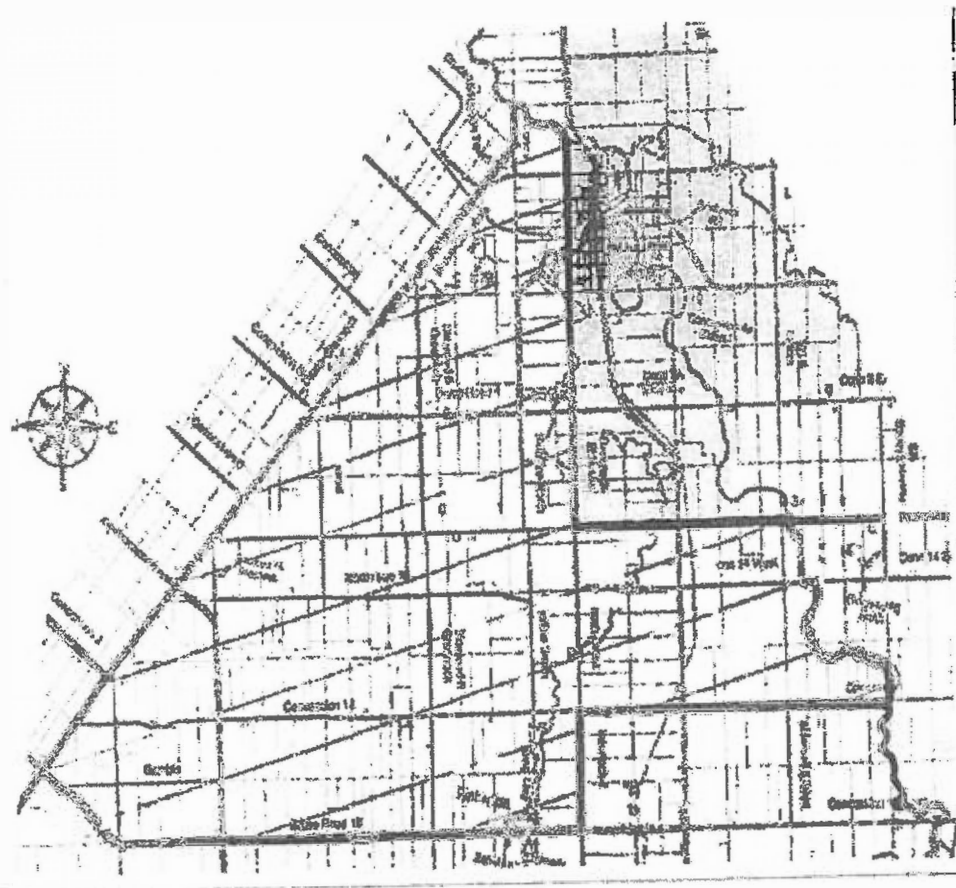
Per: 
David Inglis, MAYOR

Per: 
Deora Roth, CAO-CLERK

We have the authority to bind the Corporation.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

SCHEDULE "A" - FIRE COVERAGE AREA



The Fire Coverage Area shall be defined as:

South of the Saugeen River in the Municipality of Brockton, East of Concession A; East of the Bruce-Greenock North Townline; continuing along the east of Bruce-Greenock South Townline to Bruce County Road 1. Following south along Bruce County Road 1, east down to Bruce County Road 15. Bruce County Road 15, north; east to the Greenock-Brant Townline; West of the Greenock-Brant Townline between Bruce County Road 15 and Concession 12 Brant. North of Concession 12 Brant, between Greenock-Brant Townline and the Saugeen River. West of the Saugeen River northward to the Municipal Boundary between Arran-Elderslie/Brockton. North of the Brant-Elderslie Townline between the Saugeen River and Vesta.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

SCHEDULE "B" - Payment Terms

PAYMENT

In consideration of the covenants and services herein provided and contained in this Automatic Aid Agreement, the Municipality of Brockton shall pay the Municipality of Arran-Elderslie for *Fire Protection Services* in the *Fire Protection Area* the flat rate sum per annum beginning the year 2016 for the term of the automatic aid agreement broken down as follows:

2016 \$ 53,139.32 plus Consumer Price Index (CPI)

2017 That the CPI rate be applied annually until such time as the agreement may be renegotiated.

The Municipality of Arran-Elderslie shall submit an invoice to the Municipality of Brockton, Attention: Fire Chief, 100 Scott Street, P.O. Box 68, Walkerton, ON N0G 2V0 for services rendered as per this automatic aid agreement on or before January 1st and July 1st for the current calendar year.

The Municipality of Brockton will compensate the Municipality of Arran-Elderslie by remuneration for this automatic aid agreement within thirty (30) days of receipt of an Invoice.

The Invoice shall include the following information:

As per the Automatic Aid Agreement between the Municipality of Arran-Elderslie and the Municipality of Brockton

AND

The Municipality of Brockton shall compensate the Municipality of Arran-Elderslie a total amount of \$for the period fromto

The date, time and location of each response in the *Fire Protection Area* as outlined in *Schedule "A"*;

AND

The types of services provided for the invoice period;

AND

Shall be signed by the Clerk and the Fire Chief.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

SCHEDULE "C" – FIRE PROTECTION SERVICES PROVIDED

The Paisley and District Fire Department shall provide *Fire Protection Services* as described in this agreement. Schedule "C" shall detail the services to be provided.

FIRE PROTECTION SERVICES

The Paisley and District Fire Department shall provide fire suppression services for the *Fire Protection Area* including interior search and rescue.

INCIDENT REPORTING

A copy of fire reports for incidents within the fire coverage area shall be forwarded by the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after they occur. The *Fire Chief or designate* shall be responsible for submitting Standard Incident Reports to the Ontario Fire Marshal in a timely fashion as required on the behalf of the Municipality of Brockton.

PROVISION OF INFORMATION FOR COST RECOVERY PURPOSES

The *Fire Chief or designate* shall within seven (7) days provide to the Municipality of Brockton all relevant information needed to prepare invoices to recover costs from users of *Fire Protection Services* as provided for in the most current Municipality of Brockton Fee By-law. All costs recovered for the *Fire Protection Services* within the *Fire Protection Area* shall remain with the Municipality of Brockton Fire Department.

AUTOMATIC AID RESPONSES

- a) All fires – any structure type; but not motor vehicle fires
- b) All emergency calls reporting "smoke showing or visible"
- c) All "multiple caller" emergency calls reporting smoke or fire
- d) All chimney fires
- e) All high angle rescues (rescue from height requiring ropes, harnesses and shall include wind turbine emergencies)
- f) All slope rescues (emergencies requiring ropes, harnesses including ditches, embankments, etc.)
- g) All confined space rescues (grain bins, silos, manure pits, culverts, piping, manholes, etc.)
- h) All ice/water rescues (emergencies involving any water situation or ice example: Ponds, lakes, streams, etc.)

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. Responses a) to d) above will include a response from Walkerton Fire Station (pumper, rescue and tanker). The *Fire Chief or designate* may at his/her discretion downgrade or cancel the Municipality of Brockton Fire Department response via direct radio communications once on scene and able to provide a scene assessment if the Municipality of Brockton resources are not required to mitigate the emergency.

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. Responses e) to h) above will include a response from Walkerton Fire Station (pumper and rescues).

AMBULANCE ASSIST – MEDICAL TIERED RESPONSE

Paisley and District Fire Department shall provide a similar level of emergency medical response as is provided within the Municipality of Brockton by the Municipality of Brockton Fire Department. Every attempt will be made to maintain a uniform level of service municipality wide. The level of service shall be determined by parameters

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

contained within this agreement. See *Schedule "D"*.

FIRE PREVENTATION, INSPECTION AND PUBLIC EDUCATION

- a) All complaint, request and routine fire inspections shall be conducted by the Municipality of Brockton Fire Department in the *Fire Coverage Area*. The *Fire Chief or designate* shall be informed of any inspections and copies of the inspection reports and associated documentation shall be forwarded to the *Fire Chief or designate* for his/her records. All requests for inspections to the *Fire Chief or designate* shall be forwarded as soon as possible to the *Chief Fire Official or designate*.
- b) The Municipality of Brockton open air By-law, fireworks By-law and sign By-law shall be the By-laws of reference for all open air burning/fireworks/civic address enquiries and /or complaints in the *Fire Coverage Area*.
- c) The *Fire Chief or designate* shall have access to the contacts for the Municipality of Brockton By-law Enforcement Officer as required to enforce applicable By-laws. The *Fire Chief or designate* shall forward all associated documentation involving the request of the By-law Enforcement Officer to the *Chief Fire Official or designate* as soon as possible for his/her records.
- d) Open air burning fire permits shall be issued and enforced by the Municipality of Brockton Fire Department. An updated master list of all permits issued for the year for the *Fire Coverage Area* shall be forwarded the *Fire Chief or designate* and fire dispatch daily or as required.
- e) The Municipality of Brockton smoke and Co alarm program and policy shall be used in the *Fire Protection Area*. Smoke and Co alarms shall be provided by the Paisley and District Fire Department for installation as required by the most current Ontario Fire Code with smoke alarms of equal quality and value provided by the Municipality of Brockton Fire Department as reimbursement directly back to the Paisley and District Fire Department as needed.
- f) The *Fire Chief or designate* shall notify the *Chief Fire Official or designate* should he/she conduct smoke alarm checks or install smoke alarms in the *Fire Protection Area*. All documentation from the *Fire Chief or designate* shall be forwarded to the *Chief Fire Official or designate* as soon as possible for his/her records.
- g) As a courtesy, the *Fire Chief or designate* shall be notified of any smoke alarm checks or installations in the *Fire Protection Area* by the *Chief Fire Official or designate*. The *Fire Chief or designate* may accompany Municipality of Brockton Fire Department staff on these checks.
- h) Public education shall be the responsibility of the Municipality of Brockton Fire Department. As a courtesy, the *Fire Chief or designate* shall be notified of these occurrences, before they take place if possible. The *Fire Chief or designate* may accompany Municipality of Brockton Fire Department staff to these occurrences. Should the *Fire Chief or designate* choose to provide public education all documentations shall be forwarded to the *Chief Fire Official or designate* for his/her records.
- i) Fire Case Determination in the *Fire Protection Area* shall be the responsibility of the *Fire Chief or designate*. A copy of the fire investigation reports within the *Fire Coverage Area* shall be forwarded the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after the incident.
- j) The *Chief Fire Official or designate* will assist with fire investigations as requested by the *Fire Chief or designate*.

FIRE PROTECTION SERVICES REVIEW

The *Fire Chief or designate* and the *Chief Fire Official or designate* shall agree to meet at a mutually convenient time annually as a minimum to discuss and review the level of *Fire Protection Services* and performance provided within the *Fire Protection Area*. Changes or suggestions for improvement shall be recommended to the respective Councils for action to update the *Automatic Aid Agreement* as needed. Special meetings to discuss routine business may be called by either the *Fire Chief or designate* or *Chief*

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

Fire Official or designate as required.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
AUTOMATIC AID AGREEMENT**

**SCHEDULE "D" - Paisley and District Fire Department
Tiered Response Criteria**

Fire Tiered Response Summary of Services for the *Fire Protection Area*

Paisley and District Fire Department

Airway/breathing compromise
 Not breathing
 Choking
 Severe Respiratory Distress
 Unconscious
 VSA/Cardiac Arrest
 Burns – Electrocutation
 Burns – Inhalation
 Chest Pain – Heart problems
 Electrocutation
 Environmental Exposure – Heat
 Environmental Exposure – Cold
 Evacuation
 Falls
 Inhalation
 MVC – enclosed seating
 MVC – exposed seating
 MVC – person struck
 MVC – unknown details
 Overdose
 Stroke/CVA
 Notify Fire while EMS crew en-route to scene
 Farm Accidents
 Industrial Accidents

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 12 - 2013

BEING A BY-LAW TO AMEND BY-LAW NO. 31-00

**(Being a By-law to Enter into a Joint Fire Protection Agreement, To Establish
and regulate a Fire Department and to Provide for Mutual Aid)**

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

WHEREAS By-law No. 31-00 was passed by Council of the Municipality of Arran-Elderslie on the 18th day of September, 2000 being a by-law to enter into a Joint Fire Protection Agreement, to establish and regulate a fire department and to provide for mutual aid between the Municipality of Arran-Elderslie and the Township of Chatsworth; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to amend this Agreement with the Township of Chatsworth to provide for the joint management of a fire department, to establish a joint board of management to be known as the "Chesley & Area Fire Department Joint Board of Management; and to establish and regulate a fire department to be known as the "Chesley & Area Fire Department;

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

1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Joint Fire Agreement between the Corporation of the Municipality of Arran-Elderslie and the Corporation of the Township of Chatsworth (Schedule "A" to By-law No. 12-2013), attached hereto as Schedule "A".
2. THAT Schedule "A" to By-law No. 31-00 be rescinded and Schedule "A", attached hereto be inserted to replace Schedule "A" to By-law No. 31-00.
3. THAT Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality be rescinded and Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality, attached hereto be inserted to replace Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality to By-law No. 31-00.
4. THAT Schedule "D" to the Joint Fire Agreement – Chatsworth Map be rescinded and Schedule "D" to the Joint Fire Agreement, attached hereto be inserted to replace Schedule "D" to the Joint Fire Agreement – Chatsworth Map to By-law No. 31.00.
5. THAT Schedule "E" to the Joint Fire Agreement – Communications/Dispatch Agreement, attached to Schedule "A" of By-law No. 31-00 is hereby rescinded.
6. THAT Schedule "A", "D" forms part of this by-law.
3. THAT this by-law shall come into force and take effect upon receiving final passing hereof.

READ a FIRST and SECOND time this 11th day of March, 2013.

READ a THIRD time and finally passed this 11th day of MARCH, 2013.


Paul Eagleson, Mayor


Peggy Rouse, Clerk

SCHEDULE "A" TO BY-LAW

NO. 12 - 2013

JOINT FIRE AGREEMENT

THIS AGREEMENT MADE this 11th day of MARCH, 2013.

BETWEEN the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE,
(hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH,
(hereinafter referred to as "CHATSWORTH")

WHEREAS the Parties hereto have passed their respective by-laws to provide for the joint management of a fire department, to establish a joint board of management to be known as the "Chesley & Area Fire Department Joint Board of Management", and to establish and regulate a fire department to be known as the "Chesley & Area Fire Department";

NOW THEREFORE the Parties hereto agree as follows:

DEFINITIONS:

1. a) CHESLEY & AREA FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT, hereinafter referred to as the "BOARD", shall be composed of:
 - three (3) elected members from Arran-Elderslie Council
 - two (2) elected member from Chatsworth Council
 - and that if a member is absent, an alternate may be appointed as an acting member, for all purposes, for that meeting
- b) CHESLEY & AREA FIRE DEPARTMENT means the fire-fighting and fire protection service available at all times for the areas defined in this Agreement, hereinafter referred to as the "DEPARTMENT" and shall be under the general control, supervision and direction of the Board
- c) FIRE CHIEF means the person appointed by the Board, who is the head of the Department's personnel, and shall be subject to the direction, control and supervision of the Board, hereinafter referred to as the "CHIEF"
- d) DEPUTY FIRE CHIEF means the person appointed by the Board, who is second in command of the Department's personnel, and shall be subject to the direction, control and supervision of the Board, hereinafter referred to as the "DEPUTY"
- e) DESIGNATED MUNICIPALITY means the Party appointed to provide administrative services for the Board, subject to acceptance by the Party so appointed, in return for the annual fee as set out in Schedule "A", attached hereto and forming a part of this agreement, as amended from time to time by resolution of the Board upon notice by the Designated Municipality of a change in fee
- f) WATER TANK TRUCK means the vehicle owned, and used, by Arran-Elderslie and Chatsworth, hereinafter referred to as the "TANKER"
- g) FIRE HYDRANT means the apparatus supplied by Arran-Elderslie Water Department for an annual fee, charged to Arran-Elderslie, separately from any other water rate the Arran-Elderslie Water Department may impose for the use of its system

RESPONSIBILITIES OF THE BOARD:

2. That the Board shall be responsible for the following:
 - a) to annually elect a Chair from among its members who shall have authority to call meetings;
 - b) to appoint, by by-law, a Chief as in Schedule "B" attached hereto and forming a part of this agreement;
 - c) to appoint, by by-law, a Deputy as in Schedule "B" attached hereto and forming a part of this agreement;
 - d) Arran-Elderslie will provide, a Secretary-Treasurer;

- e) to prepare annual operating expense budgets, annual capital expense budgets and five (5) year capital proposals for presentation to the Councils of the parties hereto no later than March 31" of each year;
- f) for preparation of legislative by-laws governing the rules, regulations and administrative duties of both the Department and the Board for presentation to the Parties hereto for consideration;
- g) for formulating policies, rules and regulations for and relating to the administration of the Department and the Board, as required;
- h) to hold meetings, as required, each year as deemed to be necessary by the Chair, or, at the request of the Chief, or a majority of the members of the Board;
- i) the Board shall be responsible for the provision of fire protection services to the areas described in the schedules attached hereto and forming a part of this agreement, as follows:
 - i) Schedule "C" — part of Arran-Elderslie
 - ii) Schedule "D" — part of Chatsworth
- j) to ensure that the Chief, or his designate, is in attendance at all meetings;
- k) to authorize the Chief to purchase necessary equipment and supplies to keep equipment and apparatus in proper operating condition;
- l) to ensure that all business of the Board is done by written motion;

EXPENDITURES

- 3. That the annual total budgeted cost of the Department shall include all debt service charges, contingencies, grants, honoraria and all other normal costs associated with the operation of the said Department.
- 4. That all maintenance and capital costs associated with the Tanker shall be the responsibility of Arran-Elderslie and Chatsworth based on their percentage share of combined current value assessment of the area defined in Clause 2 i).
- 5. That Arran-Elderslie is responsible for fire hydrant rentals as set from time to time by the Arran-Elderslie Water Department.
- 6. That, notwithstanding Clauses 4. and 5., the Chief is authorized to use the Tanker, or the fire hydrants, as s/he deems necessary during an emergency.
- 7. That the Parties hereto agree that all capital and operating costs, will be based on each Party's percentage share of the total current value assessment as provided annually by the Municipal Property Assessment Commission for taxation, contained in the areas covered by this agreement as defined in Clause 2. i).
- 8. That the Parties hereto agree that all assets are jointly owned by both Parties proportionately determined by Schedule "F" attached hereto and forming a part of this agreement.
- 9. That Chatsworth will be responsible for the cost of dispatch by the Owen Sound Police Service Board for all properties within the boundaries of Chatsworth. (estimate \$ 2,500)

FINANCING

- 10. The Parties hereto agree to finance the operations of the Department by Arran-Elderslie billing Chatsworth the follows:
 - a) by March 31: 25 percent of the current years budget
 - b) by June 31: 25 percent of the current years budget
 - c) by September 30: 25 percent of the current years budget
 - d) by December 31: 15 percent of the current years budget
 - e) any remaining balance shall be reconciled with year end
 - f) or Annually at Arran Elderslie's discretion
- 11. The Parties hereto agree that failure to pay the bill as outlined in Clause 10., shall result in finance charges, based on local bank rates, being levied against the Party, on the outstanding amount, and shall be added to the Party's billing for that quarter.
- 12. The Parties hereto agree that operating and capital costs shall be reconciled quarterly by Arran-Elderslie and, if a balance remains payable over and above the budgeted amount previously forwarded, the balance is payable within thirty (30) days of the date of the invoice. If the balance remaining is a credit, it shall be applied to the next quarter.

13. The Parties hereto agree that the late payment charges in effect in Arran-Elderslie shall apply to payments received after thirty (30) days and shall be added to the next quarterly billing.
14. The Parties hereto agree to forward to Arran-Elderslie, by January 31st in any year, their total current value assessment, as provided by the Municipal Property Assessment Commission for taxation, in order to allow Arran-Elderslie to calculate the Parties' shares as required by Clause 7.
15. a) The Parties hereto agree to indemnify and save harmless the members serving on the Department from all actions, causes of action, damages and claims arising out of the performance or non-performance of the services they provide, except in the case of willful neglect of duty, or intentional damages caused by such individuals.
- b) The Parties hereto shall further not be responsible for personal injury or any consequences or damages arising as a result of personal injury occasioned by any individual serving on the Department, and all such members shall be notified that their services do include the chance of personal injury, and that they accept the risks associated with their being injured while on duty with the Department.
16. The Parties shall pass all necessary authorizing by-laws required to implement the authorities and operation of the Department.
17. This agreement shall be for a period of one year and shall remain in effect until a new agreement is made.
18. Notwithstanding Clause 16, the terms of this agreement may be renegotiated and amended from time to time, as the Parties may agree.
19. In the event a municipality wishes to cease participating in the Board, it may do so provided that:
 - a) One (1) year written notice is given to the other Party. Said notice shall terminate that Party's Agreement as of the thirty-first (31st) day of December in the year following that in which notice was given.
 - b) The Party giving notice shall be granted 75% of its share of the depreciated value of the jointly owned assets at the time of termination. It is understood that the Party's share is to be calculated according to the formula defined in Clause 7.
20. The Parties hereto agree that if any term hereby is invalid or unenforceable, by reason of any law in force in the Province of Ontario, such term may be severed and the remainder of this agreement shall remain in full force and effect.
21. The Parties hereto agree, irrevocably, to attorn to the Courts, and the Province of Ontario, and agree that any dispute between them shall be litigated in the Province of Ontario, and, in any event, all rights between them shall be construed in accordance with the law in the Province of Ontario in effect at the material time.
22. The Parties hereto agree that this Agreement shall take effect on the 1st day of January, 2013.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per: 
Paul Edgerton, MAYOR

Per: 
Peggy Rouse, CLERK

We have the authority to bind the Corporation.

FOR THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per: 
Bob Pringle, MAYOR

Per: 
Will Moore, CLERK

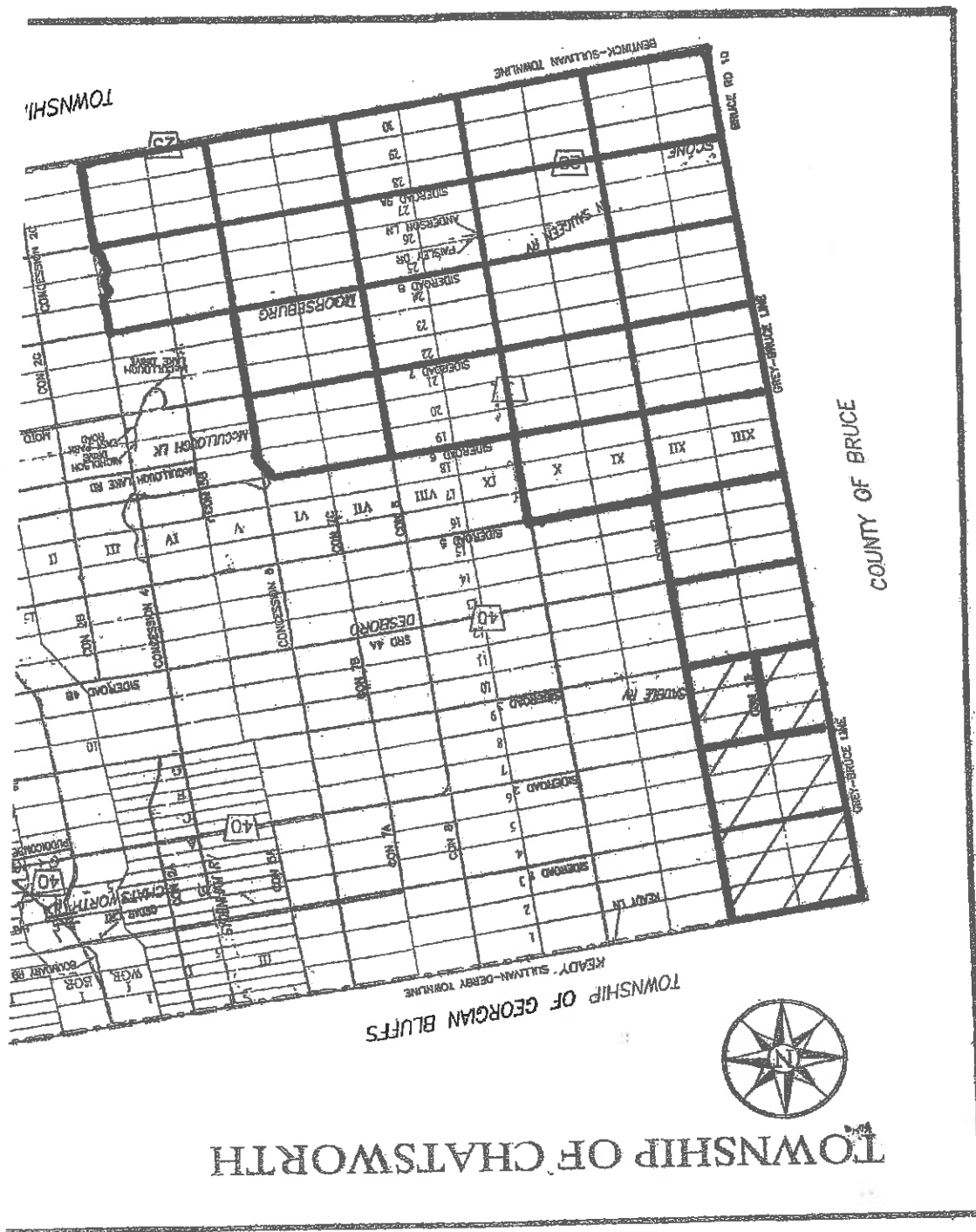
We have the authority to bind the Corporation.

SCHEDULE "A" to the JOINT FIRE AGREEMENT APPOINTMENT OF DESIGNATED MUNICIPALITY

1. Services to be provided by Arran-Elderslie as at January 1, 2013

<u>A. Payroll:</u>	<u>ANNUAL CHARGE</u>
1. Setup, and maintain, special 'fire pay' requirements not necessary for other employees	60.00
2. Setup and maintain 20 firefighters on system	60.00
3. Annual fire pays – labour	150.00
- stationary	20.00
4. Firefighter expense pays between regular	50.00
5. Annual preparation of T-4's	100.00
6. Reconciliation of T-4's to General Ledger	100.00
<u>B. Accounts Payable:</u>	
1. Receive invoices, obtain signatures, and allocate invoices, Setup on system, produce council list for council approval	360.00
2. Produce cheques and supply stationery and postage	100.00
<u>C. Quarterly Billings:</u>	
1. Receive assessments from participating municipalities and calculate shares	
2. Produce summary of expenses for quarter and reconcile to General Ledger	
3. Invoice participating municipalities	
Total	240.00
No charge will be assessed if annual billing occurs	
<u>D. Annual Reporting:</u>	
1. Setup all accounts payable at December 31st	
2. Reconcile quarterly billings to General Ledger summary at December 31st and forward to participating municipalities for their audits.	
3. Provide all summaries, reconciliations and copies for audit.	
Total	225.00
<u>E. Budgeting:</u>	
1. Provision of budget reports for Board using Arran-Elderslie's computer system at no extra charge.	
<u>F. Miscellaneous:</u>	
1. Phone calls for accounts payable, receiving parcels, receiving/sorting mail, photocopying, faxing, receiving/relaying messages, carrying charges for participating municipalities, forwarding Board minutes to members, etc., etc.	
	<u>35.00</u>
Total	\$1,500.00

Any additional service(s) required shall be at the current hourly rate, plus overhead charges, of the staff member performing the service.



Amendment/Extension Tripartite Tiered Emergency Response Agreement

This Amending Agreement is made this 3rd day of April, 2023, in duplicate between:

The Corporation of the County of Grey
(referred to in this Agreement as "the County"),

-And-

The Corporation of the Municipality of Arran-Elderslie
(referred to in this Agreement as "Municipality 1")

-And-

The Corporation of the Township of Chatsworth
(referred to in this Agreement as "Municipality 2")

Whereas the County, Municipality 1 and Municipality 2 entered into a tripartite tiered emergency response agreement effective April 5, 2018 and expiring April 4, 2023 (the 'Principal Agreement');

And Whereas the County, Municipality 1 and Municipality 2 have agreed to enter into an amending agreement to the Principal Agreement;

Now Therefore In consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County, Municipality 1 and Municipality 2 agree as follows:

1.0 General

- 1.1 All parties agree that this Agreement extends the Principal Agreement which remains in force and effect.
- 1.2 All parties agree that they are in favour of this extension subject to the required amendments.

2.0 Amendments

- 2.1 Add clause 20.0 General as follows:
"20.0 General
20.1 the terms defined in the recitals shall have the same meaning as if repeated here at length."
- 2.2 Remove clause 2.1 of the Principal Agreement.
- 2.3 Add clause 2.1 of the Principal Agreement as follows: "This agreement shall be effective on the date that it is signed by all parties and shall continue until June 30, 2028 (the "Term"), unless it is otherwise terminated as per section 10 of this Agreement."

3.0 Remaining Terms

- 3.1 All remaining terms of the Principal Agreement remain unchanged and in full force for the full term unless changed by written amendment.

4.0 Counterparts

- 4.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or

electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement.

The County, Municipality 1, and Municipality 2, intending to be legally bound, have executed this Amending Agreement on the date first written above.

The Corporation of the County of Grey


Warden: Brian Milne

Date

June 22/23


Clerk: Tara Warder

Date

June 22, 2023

We have the authority to bind the County.

The Corporation of the Municipality of Arran-Elderslie


Mayor: Steve Hammell

Date

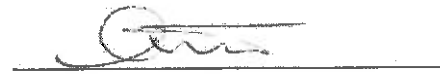
May 26, 2023


Clerk: Christine Fraser-McDonald

Date

May 26, 2023

We have the authority to bind Municipality 1


Fire Chief: Steve Tiernan

Date

May 26, 2023

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties.

The Corporation of the Township of Chatsworth


Mayor: Scott Mackey

Date

June 8/23


Clerk: Patty Sinnamon

Date

June 8/23

We have the authority to bind Municipality 2


Fire Chief: Mike Givens

Date

09/06/23

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties.

MUNICIPAL FIRE PROTECTION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF HANOVER

(called "Hanover")

and

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

(called "Arran-Elderslie")

WHEREAS Bylaws have been duly enacted by corporate parties pursuant to the provisions of the Municipal Act, 2001, S.O. 2001, c25, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c4, authorizes a municipality to provide and/or receive fire technical rescue services to or from other municipalities;

AND WHEREAS the Town of Hanover operates technical rescue services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Town of Hanover;

AND WHEREAS Municipality of Arran-Elderslie wishes to contract with the Town of Hanover for the purposes of receiving fire technical rescue services and assets within specified areas of the Municipality of Arran-Elderslie from Hanover;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, The Town of Hanover and the Municipality of Arran-Elderslie agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1. In this Agreement,

- 1.1.1. "Fire Area" means the fire area(s) of the Municipality of Arran-Elderslie as described in Schedule A hereto;
- 1.1.2. "Hanover Fire Chief" means the Chief of the fire department of Hanover duly appointed by the council of Hanover and, if provided for pursuant to the appointment, his or her designate;
- 1.1.3. "Arran-Elderslie" means the Municipality of Arran-Elderslie;
- 1.1.4. "Hanover" means the Town of Hanover;
- 1.1.5. "Fire Technical Rescue Services" means those fire technical rescue services, and those other services that Hanover agrees to provide to Arran-Elderslie, as more particularly described in Schedule B hereto.

1.2. The following schedules are attached hereto and form part of this Agreement:

- 1.2.1. Schedule A – Fire Area of Arran-Elderslie
- 1.2.2. Schedule B – Hanover Fire Technical Rescue Services
- 1.2.3. Schedule C – Arran-Elderslie Bridges, Culverts and Limited Access Roads
- 1.2.4. Schedule D – Fees for Service
- 1.2.5. Schedule E – Crossing of Boundaries

2. TERM

- 2.1. This Agreement shall come into effect December 1, 2020 and shall remain in force for a period of five (5) years, unless terminated earlier in accordance with section 10.1. The parties agree that this Agreement shall be automatically renewed for a further 5-year term, unless, not less than twelve (12) months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the

Agreement.

3. HANOVER RESPONSIBILITIES

- 3.1. Subject to section 3.3 of this Agreement, and subject to Hanover exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, Hanover agrees to supply those Fire Services as specifically described in Schedule B to Arran-Elderslie in the Fire Area specifically described in Schedule A.
- 3.2. Upon receiving a request from the Dispatch Provider, the Hanover Fire Chief, or designate, will respond to the request for Technical Rescue Services in Arran-Elderslie with, in the opinion of the Hanover Fire Chief, or designate, the appropriate apparatus, equipment and personnel required to accomplish the specific Technical Rescue Services requested.
- 3.3. Notwithstanding section 3.2 above, the Hanover Fire Chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Hanover or are otherwise unable to respond for any reason. Similarly, the Hanover Fire Chief, or designate, may order the return of such personnel, apparatus or equipment that is responding to or is at the scene in the Fire Area.
- 3.4. The Hanover Fire Chief will report in writing to Arran-Elderslie no later than the 10th day of each month, all occurrences in the Fire Area that the Fire Department has responded to in the previous month and shall complete all required reports for the Office of the Fire Marshal as may be required from time to time.
- 3.5. The Hanover Fire Chief shall liaise with the Arran-Elderslie Fire Chief on issues relating to fire technical rescue service in the Fire Area on a regular basis.

4. ARRAN-ELDERSLIE RESPONSIBILITIES

- 4.1. Arran-Elderslie agrees the Arran-Elderslie Fire Chief shall be responsible for providing any required information to the Hanover Fire Chief with respect to the Fire Technical Rescue Services required.
- 4.2. Without limiting the generality of 4.1 above, the designated person for Arran-Elderslie will provide the Hanover Fire Chief with the Fire Safety Plan required pursuant to Subsection 2.8 of the Ontario Fire Code for any building within the Fire Area which may require technical rescue services as part of the preplan activity.
- 4.3. Arran-Elderslie shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections and having all properties properly numbered and signed on the building or at the end of the lane way to the property in accordance with accepted address or 911 requirements.
- 4.4. Arran-Elderslie agrees to identify all bridges, culverts or limited access roads under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges, culverts or roads that are unable to carry the weight of fire protection apparatus will be advised to Hanover Fire Department while Hanover Fire Department is enroute. Any bridges, culverts or roads so identified will either limit or exclude Technical Rescue Services where the use of these bridges, culverts or roads is required for the transportation of fire protection apparatus.

5. FEES

- 5.1. In consideration of the Technical Rescue Services provided by Hanover to Arran-Elderslie, Arran-Elderslie agrees to pay Hanover the fees as more particularly set out in Schedule "D" hereto.

6. LIABILITY AND INDEMNIFICATION

- 6.1. Hanover shall not be liable for any injury to Arran-Elderslie, or to any officers, employees, agents, residents, occupants or visitors of Arran-Elderslie or the Fire Area, or for any damage to or loss of property of Arran-Elderslie, or of any officers, employees, agents, residents, occupants or visitors of Arran-Elderslie or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Technical Rescue Services on any occasion to Arran-Elderslie or for any decision made by the Hanover Fire Chief pursuant to section 3.3 of this Agreement.

- 6.2. Arran-Elderslie shall save harmless and fully indemnify Hanover, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.1 and such indemnification shall survive the termination of this Agreement.
- 6.3. Sections 6.1 and 6.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Hanover while acting within the scope of his or her employment.
- 6.4. Should any apparatus or equipment be damaged while travelling to, or during, any rescue efforts, Arran-Elderslie shall repair or replace the apparatus or equipment at their expense or pay the general insurance deductible in repairing or replacing the apparatus or equipment in accordance with the Town of Hanover's insurance policies, subject to Clause 6.5. Arran-Elderslie shall not be responsible in the event the apparatus or equipment breaks down due to an uninsurable peril while travelling to, or during, any rescue efforts.
- 6.5. Sections 6.4 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Hanover while acting within the scope of his or her employment.

7. CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 7.1. The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - 7.1.1. Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - 7.1.2. Was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - 7.1.3. Was approved in writing for disclosure, without restriction, by the disclosing party;
 - 7.1.4. Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - 7.1.5. Was developed by either party independently, without a breach of any duty of confidence.
 - 7.2. Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Technical Rescue Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.
 - 7.3. All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
 - 7.4. Upon completion of the Technical Rescue Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- Agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in *The Freedom of Information*

and Protection of Privacy Act and The Personal Health Information Act, when performing the Fire Services described herein, then Hanover or Arran-Elderslie, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

8. WORKPLACE HEALTH AND SAFETY AND INSURANCE ISSUES

- 8.1. Hanover agrees to provide sufficient insurance coverage for providing Fire Technical Rescue Services for the Fire Area of Arran-Elderslie. Hanover, upon request, shall provide Arran-Elderslie with proof of such insurance coverage.
- 8.2. Hanover shall provide to Arran-Elderslie, proof of Workplace Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement.

9. DISPUTE RESOLUTION

- 9.1. If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by Arran-Elderslie pursuant to section 4.1, the parties agree to participate in the following dispute resolution procedure:
 - 9.1.1. Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
 - 9.1.2. If the CAOs fail to resolve the dispute within 30 days following the date of their meeting, they each shall prepare a written report to their respective Council. The Council of Hanover and the Council of Arran-Elderslie each agree to appoint one or more members to work with the one or more members of the other municipality to resolve the dispute or disagreement.
 - 9.1.3. All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honored in order that each of the parties may be fully advised of the other's position.
 - 9.1.4. In the event that the designated Council representatives cannot resolve the dispute within 90 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the Municipal Arbitrations Act, subject to section 9.2 herein.
 - 9.1.5. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law. The arbitration shall take place within the Town of Hanover.
- 9.2. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

10. TERMINATION

- 10.1. This Agreement may be terminated by either party giving written notice to the other party of not less than twelve months prior to the desired termination date. If, pursuant to Section 5 of this Agreement, Arran-Elderslie has paid Hanover in advance for the provision of Fire Technical Rescue Services performed to date as of the termination date.

11. GENERAL

- 11.1. Hanover and Arran-Elderslie agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days' notice in writing.
- 11.2. Any notices, communications or other information shall be sufficiently given if delivered or sent by mail, (preferred) or email and addressed or sent as specified below:
- If to Hanover: The Corporation of the Town of Hanover, 341 10th Street, Hanover Ontario N4N 1P5 or email btocheri@hanover.ca
- If to Arran-Elderslie : The Municipality of Arran-Elderslie, 1925 Bruce Rd 10 Chesley, Ontario, N0G 1L0 or email cao@arran-elderslie.ca
- If mail service is disrupted for any reason, notice shall be delivered or sent by facsimile or email.
- 11.3. Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- 11.3.1. The date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- 11.3.2. The third business day of the addressee after the date of mailing, if sent by mail; or
- 11.4. Either party may change its address for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.5. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fall by the covenant, provision or term; and shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect while the necessary changes are being addressed.
- 11.6. It is expressly agreed by the parties that Hanover is acting as an Independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of Hanover and Arran-Elderslie, or of principal and agent or of partnership or joint venture between Hanover and Arran-Elderslie, or between the officers, employees or agents of Hanover and Arran-Elderslie.
- 11.7. Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.8. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.
- 11.9. This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

12. ASSIGNMENT

- 12.1. This agreement shall not be assigned to another party without the consent of all parties.

THIS AGREEMENT has been executed by the Corporation of the Town of Hanover and by the Corporation of the Municipality of Arran-Elderslie by their duly authorized representatives on the dates noted below:

HANOVER

Vicki McDonald
Witness

Sue Paterson
Mayor Sue Paterson

Vicki McDonald
Witness

Brian Tocher
Brian Tocher CAO/Clerk

Date: Oct 14/20

ARRAN-ELDERSLIE

CE Garry L. Duce
Witness

Steve Hammell
Mayor Steve Hammell

CE Garry L. Duce
Witness

Bill Jones
CAO/Clerk Bill Jones

Date: SEP 28, 2020

SCHEDULE "A" – FIRE AREA OF ARRAN-ELDERSLIE

This is Schedule "A" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie. The areas served by the Town of Hanover in the Municipality of Arran-Elderslie shall be:



SCHEDULE "B" – FIRE TECHNICAL RESCUE SERVICES

This is Schedule "B" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

"Fire Technical Rescue Services" means a range of services designed to protect the lives of the inhabitants of the Fire Area of Arran-Elderslie (Schedule "A"). These services shall be rendered when called upon by the Municipality of Arran-Elderslie.

This includes:

a) Water Rescue

- Shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents
- Shall be delivered in 4 methods dependant on the circumstances of the situation
- Shall include search and rescue on water surface
- Does not include recovery beyond depth of dive with full PPE.

Static Water

- Shore based methods using ropes and throw lines.
- Boat based go rescues utilizing ropes, stokes basket and various other tools.

Swift Water (rivers – water travelling in excess of 1 Knot)

- Shore based methods using ropes and throw lines.
- Boat based go rescues utilizing ropes, stokes basket and various other tools.

Ice Water

- Shore based methods using ropes and throw lines.
- Go Rescue operations based on shore or secure ice shelf when able.

Surface Water

- Boat based, using 18' Super Dux boat and motor, ropes and any equipment necessary to attempt to facilitate successful rescue.

b) Rope Rescue

- Service shall be provided at the Operations level in accordance with NFPA 1670, 2017 edition, Standard for Operations and Training for Technical Search and Rescue Incidents.
- Includes the use of ropes, pulleys, and other relevant specialized equipment.
- Can include either of the following:

High Angle (Based on NFPA 1670, 2017 edition)

Rescues involving movement of persons from one stable location to another (Operations level).

The only diversion from the Operational level rescue is for a person suspended from a structure or landscape, in immediate need of rescue due to medical condition.

Low Angle (steep slope)

Used to perform remote extrication, such as vehicle accidents, where the rescue is performed on ground that has a slope below 35 degrees

It is hereby agreed by both parties that outside a Mutual Aid response:

1. The municipality requesting the assistance of the Hanover Fire Department for the fire technical rescue services or apparatus listed above agrees to pay the Town of Hanover for the service provided.
2. The Fire Department requesting assistance will remain in command of the overall scene, however only Hanover Fire Department personnel shall command Hanover firefighters.

3. The Fire Department requesting assistance will provide directions to the site through Hanover Fire Department by means of radio contact or dispatch relay.
4. The Hanover Fire Department will perform the task requested and provide the necessary equipment and personnel to do so.

SCHEDULE "C" – BRIDGES, CULVERTS AND LIMITED ACCESS ROADS

This is Schedule "C" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

Information will be provided upon dispatch to the location by Arran-Elderslie to assist with approach to the emergency.

SCHEDULE "D" – FEES

This is Schedule "D" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

FEE FOR SERVICE

The fee for service will be the provincial MTO rate per vehicle, per hour for each full or part hour thereof when called upon for the coverage area shown in "Schedule A" of the Fire Service Agreement. The fee for service will be invoiced by the Town of Hanover and will be payable upon receipt by the Municipality of Arran-Elderslie.

The hourly rate will be based on time of first page until Hanover has acknowledged to the dispatch provide that Hanover Fire Department is back in service.

SCHEDULE "E" – THE CROSSING OF BOUNDARIES

This is Schedule "F" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

Crossing Jurisdictional Boundaries on Emergency Response

1. It is agreed that should the Hanover Fire Department be called to Arran-Elderslie, that a crossing of jurisdictional boundaries is both approved and agreed upon for the purpose of completion of the Fire Technical Rescue Services.

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

BY-LAW NO. 54 - 2017

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A FIRE PROTECTION AGREEMENT WITH
THE MUNICIPALITY OF KINCARDINE
(Fire Protection Agreement – Paisley & District Fire Department)**

WHEREAS Section 8(1) of the Municipal Act 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

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

WHEREAS Section 2(5)(b) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality; and

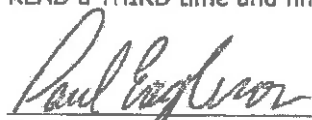
WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Municipality of Arran-Elderslie known as the Paisley and District Fire Department;

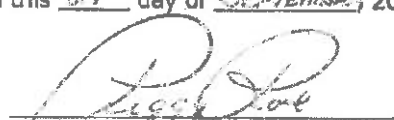
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT this Council does hereby authorize the Mayor and Clerk-Administrator to execute the Agreement, in the form annexed hereto as Schedule "A" (the Paisley and District Fire Department Fire Protection Agreement), with the Corporation of the Municipality of Kincardine to provide fire protection services within the boundaries as set out in the agreement.
2. THAT Schedule "A", the Paisley and District Fire Department Fire Protection 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 27th day of September, 2017.

READ a THIRD time and finally passed this 27th day of SEPTEMBER, 2017.


Paul Eagleson, Mayor


Peggy Rouse, Clerk-Administrator

PAISLEY AND DISTRICT FIRE DEPARTMENT *Schedule A to*
FIRE PROTECTION AGREEMENT *By-law No. 54-2017*

THIS AGREEMENT MADE this 6th day of September, 2017.

BETWEEN the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-
 ELDERSLIE, (hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE,
 (hereinafter referred to as "KINCARDINE")

WHEREAS Section 2(5) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended states a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality; and

WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Municipality of Arran-Elderslie; and

WHEREAS the Municipality of Arran-Elderslie is prepared to make available fire protection services to the Municipality of Kincardine, and the Municipality of Arran-Elderslie is agreeable and requests of the Municipality of Kincardine to provide fire protection services to a defined area of the Municipality of Kincardine;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of Arran-Elderslie and the Municipality of Kincardine mutually agree as follows:

DEFINITIONS:

1. In this Agreement, unless the context otherwise requires,
 - a) "Automatic Aid" means the two closest fire stations being dispatched simultaneously or as close to simultaneously as possible
 - b) "Chief Fire Official" means the *Fire Chief* or designate for Kincardine Fire and Emergency Services;
 - c) "Designate" means a person who, in the absence of the *Fire Chief* or *Chief Fire Official*, has the same powers and authority as the *Fire Chief* or *Chief Fire Official*.
 - d) "Fire Chief" means the Chief of the Paisley and District Fire Department.
 - e) "Fire Department" means the Paisley and District Fire Department.
 - f) "Fire Protection Area" means the geographic area of Kincardine defined in Schedule 'A' attached to and forming part of this Agreement.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

- g) "*Fire Protection Services*" means and includes the activities defined in the *Fire Protection and Prevention Act*, as defined and set out in Schedule "C" hereto.
 - h) "*Sufficient Resources*" means best efforts to provide staffing and equipment to provide a response that meets the most best practice for the particular emergency type.
 - i) "*Schedule A*" is the description of the *Fire Protection Area*.
 - j) "*Schedule B*" means the amount and manner by which payment will be made to Arran-Elderslie for provision of fire protection services.
 - k) "*Schedule C*" is the description of *fire protection services* that will be provided, and under what circumstances an automatic aid response will be activated.
 - l) "*Schedule D*" is the description of the tiered response criteria Paisley and District Fire Department will respond to in the *fire protection area*, and is part of the provision of *fire protection services*.
2. Arran-Elderslie will use its best efforts to supply *fire protection services*, with *sufficient resources* to all the properties and residents situated within the geographical areas as shown in *Schedule "A"*.
 3. Arran-Elderslie shall provide annually to Kincardine, written proof of current liability insurance and Workplace Safety Insurance Board coverage for so long as this agreement remains in effect.
 4. This agreement is intended to provide vital *fire protection services* which will ultimately improve the level of public safety for the residents of the *fire protection areas* shown in *Schedule "A"*.
 5. This agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - a) Ensuring that the nearest available fire station immediately responds to an emergency, irrespective of existing municipal boundaries.
 - b) Ensuring resources to complete a rescue and fire response.
 - c) Ensuring the provision of equipment and personnel, particularly to the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.
 6. Arran-Elderslie will supply *fire protection services* as detailed in *Schedule "C"*. *Schedule "C"* will also detail the specific criteria when an *automatic aid* response will be dispatched for properties noted in *Schedule "A"*. The *Fire Chief or designate* will have the discretion to cancel the Kincardine response at any time if the *Fire Chief or designate* thinks they have *sufficient resources* to provide a response for that particular emergency.
 7.
 - a) The fire apparatus and personnel of the *Fire Department* will respond to incidents in the *Fire Protection Area* in a like manner as if the response were in Arran-Elderslie.
 - b) Should the *Fire Chief or designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *Fire Protection Area*, such assistance may be summoned following the Bruce County Mutual Fire Aid Plan and Program.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

8.
 - a) The *Fire Chief or designate* may refuse to supply responses if response personnel, apparatus and /or equipment are required in Arran-Elderslie or elsewhere, under the provisions of the Bruce County Mutual Fire Aid Plan and Program.
 - b) The *Fire Chief or designate* may order the return of such personnel, apparatus and /or equipment that is responding to or is at the scene of an incident in the *Fire Protection Area*. In such cases the *Fire Chief or designate* may summon assistance in accordance with Section 7. b).
 - c) The *Fire Chief or designate* will notify the *Chief Fire Official or designate* when the terms of the agreement cannot be delivered. Examples include but not limited to Sections 8 a) and 8 b), apparatus out of the service and staffing shortages.
9. Kincardine shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the *Fire Protection Area*, of procedures for reporting an emergency and of the services provided by the *fire department*.
10. The *Fire Chief or designate* shall have full authority and control over his/her staff while operating within the *fire protection area*.
11. The *Chief Fire Official* will remain responsible for *Fire Protection Services* at all times within Kincardine boundaries.
12. The *Fire Chief or designate* shall provide a report to the *Chief Fire Official* detailing the *Fire Department* responses as they occur in the *Fire Protection Area*. This shall detail call hours and call types. As well as statistics, any abnormal occurrences or fire safety issues shall be noted.
13. Arran-Elderslie shall be required to carry at all times during the agreement the following policies of insurance and to provide a Certificate of Insurance evidencing coverage in effect:
 - a) Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide *Fire Protection Services* pursuant to this Agreement in an amount not less than the full replacement cost.
 - b) General Liability Policy insuring against injury or damage to persons or property with a limit of not less than \$5,000,000.00. The policy shall be endorsed to include Kincardine as an additional insured with respect to the *Fire Protection Services* as per this agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
 - d) Non-owned Automobile Coverage with a limit of not less than \$5,000,000.00 and shall include contractual non-owned coverage.
 - e) Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$5,000,000.00. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

- f) Environmental Liability Policy in an amount of not less than \$2,500,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, ninety (90) day notice of non-renewal must be provided. Kincardine has the right to request that an extended reporting period be purchased at Arran-Elderslie's sole expense.

All policies of Insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for thirty (30) day notice of cancellation except for Automobile which shall provide fifteen (15) day notice of cancellation.

Certificates of insurance evidencing coverage as outlined above shall be provided to all parties within ten (10) days of signing the agreement.

14. Kincardine shall be required to carry at all times during the agreement the following policies of Insurance and to provide a Certificate of Insurance evidencing coverage in effect:

- a) Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide *Fire Protection Services* pursuant to this Agreement in an amount not less than the full replacement cost.
- b) General Liability Policy insuring against injury or damage to persons or property with a limit of not less than \$5,000,000.00. The policy shall be endorsed to include Arran-Elderslie as an additional insured with respect to the *Fire Protection Services* as per this agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
- d) Non-owned Automobile Coverage with a limit of not less than \$5,000,000.00 and shall include contractual non-owned coverage.
- e) Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$5,000,000.00. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.
- f) Environmental Liability Policy in an amount of not less than \$2,500,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

be non-renewed, ninety (90) day notice of non-renewal must be provided. Arran-Elderslie has the right to request that an extended reporting period be purchased at Kincardine's sole expense.

All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for thirty (30) day notice of cancellation except for Automobile which shall provide fifteen (15) day notice of cancellation.

Certificates of insurance evidencing coverage as outlined above shall be provided to all parties within ten (10) days of signing the agreement.

15. The Corporation of the Municipality of Arran-Elderslie shall not be liable to the Corporation of the Municipality of Kincardine or any other person or entity for any liability, claim, damage, cost, suit or action in respect of any property damage or personal injury, including death, howsoever caused relating in any way whatsoever to the provision of or failure to provide fire services by the Corporation of the Municipality of Arran-Elderslie arising directly or indirectly from this Agreement except where any damage or injury is due solely to the Corporation of the Municipality of Arran-Elderslie's negligence or that of its officers, employees or agents. The provisions of the *Fire Protection and Prevention Act, 1997, S.O. 1997 (the "Act")*, or any amendments thereto, respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this Agreement; and the parties hereto specifically agree that the said provisions of the Act shall prevail over, supersede and take precedence over any contrary provisions of this Agreement.
16. Arran-Elderslie agrees to fund all future capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*, using resources provided and contained within the annual flat rate sum as specified within this agreement. At no time in the future, so long as this agreement remains in force, shall Arran-Elderslie request additional funds to purchase capital items to provide *Fire Protection Services* in the *Fire Protection Area*.
17. Kincardine agrees to reimburse Arran-Elderslie, payment in the manner and amounts established in *Schedule "B"* for *automatic aid* services to the *Fire Protection Area*.
18.
 - a) This Agreement shall remain in force for a period of five (5) years or until either party provides written notice of termination at least one hundred and eighty (180) days prior to the desired date of termination.
 - b) If neither party provides written notice of termination as described in 18. a), the contract shall be automatically renewed from year to year and shall continue to do so until such time as either party invokes 18. a)
 - c) The terms of this agreement shall include an annual increase to the base contract price as described in *Schedule "B"* for *fire protection services* to the *Fire Protection Area*.
 - d) The Municipality of Kincardine shall receive all funds recovered for services provided by the *Fire Department* in the *Fire Protection Area*.


**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

- e) This agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
 - f) The parties agree to begin negotiations no later than July in the final year of the agreement and to negotiate in good faith using their best efforts the renewal of the Fire Protection Agreement.
 - g) That parties further agree that should they be unable to reach an agreement by September 30th in the final year the parties shall meet with a qualified mediator as mutually agreed by the parties in a timely fashion manner and attempt in good faith to negotiate a settlement during which time representatives shall disclose to the other all relevant information regarding the dispute.
- 19.
- a) So often as there may be any dispute between the parties to this Agreement, or any of them with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act, R.S.O. 1990 c. M.78, as amended*, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
 - b) If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act, R.S.O. 1990 c. M.78, as amended*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, S.O. 1991 c. 17, amended*, or pursuant to any successor legislation.
20. No liability shall attach or accrue to Arran-Elderslie by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *Fire Department* while engaged in the provision of *Fire Protection Services* in the *Fire Protection Area*.
21. Notwithstanding any other provision in this Agreement or the Schedules hereto, Kincardine shall be responsible, over and above any other compensation required hereunder, for any extraordinary costs or major equipment rental that is used at calls for service to the *Fire Coverage Area* with approval of the Chief Fire Official or his designate.
22. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal or court to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

FOR THE COPORATION OF THE MUNCIPALITY OF ARRAN-ELDERSLIE

Per: 
Paul Eagleson, MAYOR

Per: 
Peggy Rouse, CLERK

We have the authority to bind the Corporation.

FOR THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

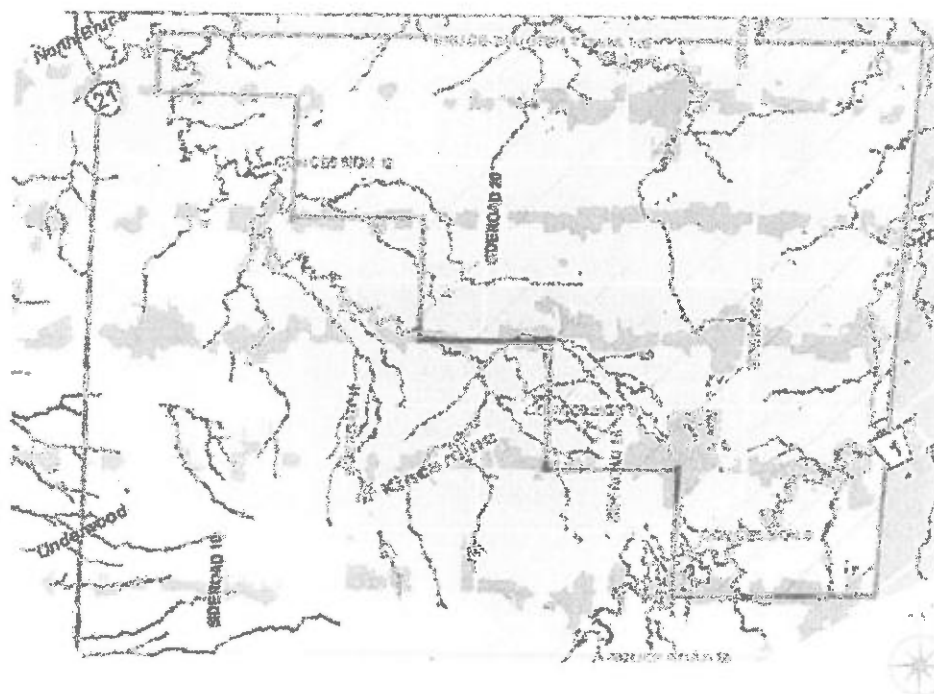
Per: 
Anne Eadie, MAYOR

Per: 
Sharon Chambers, CAO

We have the authority to bind the Corporation.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

SCHEDULE "A" - FIRE PROTECTION AREA



The Map above is included for general illustration purposes only, and is not intended to delineate or define the Fire Protection Area. The Fire Protection Area is delineated and defined hereunder.

The Fire Coverage Area shall be defined as:

Beginning at the centre of the block* south of Concession 6 on Bruce County Road 1; west to the centre of the block east of Sideroad 25 and south of Concession 6; north to the centre of the block east of Sideroad 25 and north of Concession 6; west following the centre of the block to the centre of the next block east of Sideroad 20 and north of Concession 6; north to the centre of the block east of Sideroad 20 and north of Concession 8; west to the centre of the block east of Sideroad 15 and north of Concession 8; north to the centre of the block east of Sideroad 15 and north of Concession 10; north to the Bruce Saugeen Townline through the centre of the block east of Sideroad 10; east along Bruce Saugeen Townline to the Municipality of Kincardine/Arran-Elderslie Boundary; south along the Municipality of Kincardine/Arran-Elderslie Boundary, ending at the centre of the block south of Concession 6 and Bruce County Road 1

* - a "block" being one and one quarter miles square

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

SCHEDULE "B" – Payment Terms

PAYMENT

In consideration of the covenants and services herein provided and contained in this Automatic Aid Agreement, Kincardine shall pay Arran-Elderslie for *Fire Protection Services* in the *Fire Protection Area* the flat rate sum per annum beginning the year 2017 for the term of the automatic aid agreement broken down as follows:

2017 \$ 51,400.00

The above-noted payment shall increase annually by an amount equal to the Ontario Consumer Price Index, to be calculated based on the twelve (12) month period ending December 31st.

Arran-Elderslie shall submit an invoice to Kincardine, Attention: Fire Chief, 1475 Concession 5, RR 5, Kincardine, ON N2Z 2X6 for services rendered as per this automatic aid agreement on or before January 1st and July 1st for the current calendar year.

Kincardine will compensate Arran-Elderslie by remuneration for this automatic aid agreement within thirty (30) days of receipt of an invoice.

The Invoice shall include the following information:

As per the Fire Protection Agreement between Arran-Elderslie and Kincardine

AND

Kincardine shall compensate Arran-Elderslie a total amount of

\$for the period fromto
.....

The date, time and location of each response in the *Fire Protection Area* as outlined in *Schedule "A"*;

AND

The types of services provided for the invoice period;

AND

Shall be signed by the Clerk and the Fire Chief.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

SCHEDULE "C" – FIRE PROTECTION SERVICES PROVIDED

The Paisley and District Fire Department shall provide *Fire Protection Services* as described in this agreement. Schedule "C" shall detail the services to be provided.

1) FIRE PROTECTION SERVICES

The Paisley and District Fire Department shall provide fire suppression services for the *Fire Protection Area* including interior search and rescue.

2) AUTOMATIC AID RESPONSES

- a) All fires – any structure type; but not motor vehicle fires
- b) All emergency calls reporting a structure with "smoke showing or visible"

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. The *Fire Chief or designate* may at his/her discretion downgrade or cancel the Kincardine Fire and Emergency Services response via direct radio communications once on scene and able to provide a scene assessment if Kincardine resources are not required to mitigate the emergency.

The listed responses will include a response from Tiverton Fire Station consisting of a rescue with one (1) officer and five (5) firefighters and a water tanker with two (2) firefighters.

Additional resources required for 2 a) and b) and other emergencies requiring additional resources will be requested using the Bruce County Mutual Fire Aid Plan. Examples of additional resources include but not limited to high angle rescues, confined space rescues, ice/water rescues, manpower, water tankers and aerial apparatus.

3) AMBULANCE ASSIST – MEDICAL TIERED RESPONSE

Paisley and District Fire Department shall provide a similar level of emergency medical response as is provided within Kincardine by Kincardine Fire and Emergency Services. Every attempt will be made to maintain a uniform level of service municipality wide. The level of service shall be determined by parameters contained within this agreement. See *Schedule "D"*.

4) FIRE PREVENTATION, INSPECTION AND PUBLIC EDUCATION

- a) All complaint, request and routine fire inspections shall be conducted by the Kincardine Fire and Emergency Services in the *Fire Coverage Area*. The *Fire Chief or designate* shall be informed of any inspections and copies of the inspection reports and associated documentation shall be forwarded to the *Fire Chief or designate* for his/her records. All requests for inspections to the *Fire Chief or designate* shall be forwarded as soon as possible to the *Chief Fire Official or designate*.
- b) Kincardine open air By-law, fireworks By-law and sign By-law shall be the By-laws of reference for all open air burning/fireworks/civic address enquiries and /or complaints in the *Fire Coverage Area*.
- c) The *Fire Chief or designate* shall have access to the contacts for the Kincardine By-law Enforcement Officer as required to enforce applicable By-laws. The *Fire Chief or designate* shall forward all associated documentation involving the request of the By-law Enforcement Officer to the *Chief Fire Official or designate* as soon as possible for his/her records.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

- d) Open air burning fire permits shall be issued and enforced by the Kincardine Fire and Emergency Services. An updated master list of all permits issued for the year for the *Fire Coverage Area* shall be forwarded to the *Fire Chief or designate* and fire dispatch daily or as required.
- e) Kincardine smoke and Carbon Monoxide alarm program and policy shall be used in the *Fire Protection Area*. Smoke /Co alarms shall be installed by the Paisley and District Fire Department for installation as required by the most current Ontario Fire Code. Smoke and Carbon monoxide alarms of equal quality and value provided by Kincardine Fire and Emergency Services as reimbursement directly back to the Paisley and District Fire Department as needed.
- f) The *Fire Chief or designate* shall notify the *Chief Fire Official or designate* should they conduct smoke alarm checks or install smoke alarms in the *Fire Protection Area*. All documentation from the *Fire Chief or designate* shall be forwarded to the *Chief Fire Official or designate* shall be forwarded to the *Chief Fire Official or designate* as soon as possible for his/her records.
- g) As a courtesy, the *Fire Chief or designate* shall be notified of any smoke alarm checks or installations in the *Fire Protection Area* by the *Chief Fire Official or designate*. The *Fire Chief or designate* may accompany Kincardine Fire and Emergency Services staff on these checks.
- h) Public education shall be the responsibility of the Kincardine Fire and Emergency Services. As a courtesy, the *Fire Chief or designate* shall be notified of these occurrences, before they take place if possible. The *Fire Chief or designate* may accompany Kincardine Fire and Emergency Services staff to these occurrences. Should the *Fire Chief or designate* choose to provide public education all documentations shall be forwarded to the *Chief Fire Official or designate* for his/her records.
- i) Fire Case Determination in the *Fire Protection Area* shall be the responsibility of the *Fire Chief or designate*. The *Fire Chief or designate* will forward all investigation reports completed by the OFMEM to the *Chief Fire Official or designate* within seven (7) days of receipt.
- j) The *Chief Fire Official or designate* will assist with fire investigations as requested by the *Fire Chief or designate*.

5) INCIDENT REPORTING

A copy of fire reports for incidents within the fire coverage area shall be forwarded by the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after they occur. The *Fire Chief or designate* shall be responsible for submitting Standard Incident Reports to the Ontario Fire Marshal in a timely fashion as required on the behalf of Kincardine.

6) PROVISION OF INFORMATION FOR COST RECOVERY PURPOSES

The *Fire Chief or designate* shall within fourteen (14) days provide to Kincardine all relevant information needed to prepare invoices to recover costs from users of *Fire Protection Services* as provided for in the most current Kincardine Fee By-law. All costs recovered for the *Fire Protection Services* within the *Fire Protection Area* shall remain with Kincardine Fire and Emergency Services.

7) FIRE PROTECTION SERVICES REVIEW

The *Fire Chief or designate* and the *Chief Fire Official or designate* shall agree to meet at a mutually convenient time annually as a minimum to discuss and review

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

the level of *Fire Protection Services* and performance provided within the *Fire Protection Area*. Changes or suggestions for improvement shall be recommended to the respective Councils for action to update the *Fire Protection Agreement* as needed. Special meetings to discuss routine business may be called by either the *Fire Chief or designate* or *Chief Fire Official or designate* as required.

**PAISLEY AND DISTRICT FIRE DEPARTMENT
FIRE PROTECTION AGREEMENT**

**SCHEDULE "D" - Paisley and District Fire Department
Tiered Response Criteria**

Fire Tiered Response Summary of Services for the *Fire Protection Area*

Paisley and District Fire Department

Airway/breathing compromise
 Not breathing
 Choking
 Severe Respiratory Distress
 Unconscious
 VSA/Cardiac Arrest
 Burns – Electrocutation
 Burns – Inhalation
 Chest Pain – Heart problems
 Electrocutation
 Environmental Exposure – Heat
 Environmental Exposure – Cold
 Evacuation
 Falls
 Inhalation
 MVC – enclosed seating
 MVC – exposed seating
 MVC – person struck
 MVC – unknown details
 Overdose
 Stroke/CVA
 Farm Accidents
 Industrial Accidents

THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 43-10

A By-law to Authorize the Execution of an Agreement with
The Town of Saugeen Shores (Mutual Aid Agreement)

WHEREAS Council at its meeting of August 9, 2010 adopted the recommendation in SRCAO.10.43 regarding the dissolution of the Paisley and District Joint Fire Board and associated joint fire department and enacted By-law No. 41-10 to Establish the Paisley and District Fire Department;

AND WHEREAS the Section 2 (6) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may enter into an aid agreement with another municipality to provide and/or receive fire protection services;

AND WHEREAS Council at its meeting of August 9, 2010 adopted the recommendation in SRCAO.10.43 regarding the execution of a Mutual Aid Agreement for the provision of fire protection services by the Paisley and District Fire Department in the Town of Saugeen Shores;

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

1. That the Mayor and Clerk be authorized to execute an agreement with the Town of Saugeen Shores for the provision of Mutual Aid in the Town of Saugeen Shores by the Paisley and District Fire Department.
2. That this shall agreement take effect January 1, 2011.

READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2010.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2010.


MAYOR


CLERK

THIS AGREEMENT MADE this 1st day of January, 2011.

BETWEEN the following,

The Corporation of the Municipality of Arran-Elderslie,
hereinafter referred to as "Arran-Elderslie"

and

The Corporation of the Town of Saugeen Shores,
hereinafter referred to as "Saugeen Shores"

For the consideration provided herein, Arran-Elderslie and Saugeen Shores hereby agree as follows:

1. In this agreement,

"911 calls" means those calls dispatched to Paisley for response under this service agreement, which may include fires, emergency rescues and medical emergencies

"Act" means the *Fire Protection and Prevention Act, 1997, S.O. 1997, c.4*

"Arran-Elderslie" means The Corporation of the Municipality of Arran-Elderslie

"Chief Fire Official" is the Saugeen Shores Fire Chief, who is ultimately responsible to Saugeen Shores for the delivery of all fire protection services, in accordance with the *Act*

"Fire area" means that part of the Town of Saugeen Shores as described in Section 1 and shown in Map 1, attached to and forming part of this agreement,

"Fire Prevention" means to minimize, to put a stop to or to avoid the incidents of fires, by means of fire inspections and public fire safety education,

"Fire protection services" means and includes activities defined in the *Fire Protection and Prevention Act, 1997*, more particularly described as: "including fire suppression, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services",

"Fire services" means Paisley's responses to 911 calls for fires, emergency rescues and/or emergency medical calls in Saugeen Shores as provided by this agreement,

"Paisley" means the "Paisley & District Fire Department",

"Paisley Fire chief" means the Chief of the Paisley & District Fire Department, or designate

"Saugeen Shores Fire Chief" means the Fire Chief of the Town of Saugeen Shores or designate

2. Paisley will supply fire services to Saugeen Shores in the fire area described as:

"at a starting point of and including Lot Number One (1) Range A WSR, Saugeen Township following northerly along the boundary line between Saugeen and Elderslie Townships and the centerline of Bruce County Road Three (3) to and including Lot Eighteen (18) Range A WSR, thence westerly following the centerline of The River Road to the Saugeen River. Following the centerline of the Saugeen River to Lot Number Thirty-Four (34), Concession Two (2) then westerly to and including Lot Number Thirty-One (31), Concession Two (2). Following southerly along the lot line between Lots Number Thirty-One (31) and Thirty (30), Concession Two (2) thence westerly to and including Lot Number Twenty-Nine (29) Concession One (1), thence southerly to the centerline of the Bruce-Saugeen Townline. Following easterly along center line of the Bruce Saugeen Townline and the center boundary line between the Town of Saugeen Shores (formerly Saugeen Township) and the Municipalities of Kincardine (formerly the Township of Bruce) and Brockton (formerly Township of Greenock) to and including Lot One (1) Range A WSR, Town of Saugeen Shores (formerly Saugeen Township)",

as shown on Map 1, attached hereto and forming a part of this agreement;

3. Paisley will respond to all 911 calls in the fire area with sufficient fire apparatus and personnel.
4. Notwithstanding Section 3 above, the Paisley Fire Chief may summon assistance from the Saugeen Shores Fire Chief or may invoke the Bruce County Mutual Aid Plan if Paisley's personnel, apparatus, or equipment are required by Paisley elsewhere.
5. Paisley Fire Chief shall have full authority and control over any and all fire services activities in which Paisley may be engaged in the fire area.
6. Paisley Fire Chief shall report quarterly, in writing, to Saugeen Shores all occurrences in the fire area to which Paisley has responded in the previous three months.
7. Paisley shall receive all funds recovered for occurrences at which Paisley attends in the fire area as provided in Schedule A to this agreement.
8. Saugeen Shores agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
9. Saugeen Shores shall be responsible for establishing and notifying its residents and occupants of the fire area, in the manner and to the extent Saugeen Shores deems necessary, of the procedures for reporting an emergency and of the services to be provided by Paisley.

10. Under the *Act*, Saugeen Shores is responsible for all fire protection services within its jurisdiction, including the fire area, wherein Paisley is contracted to provide fire services and response to 911 calls only as provided by this agreement.
11. For the provision of fire services and response to 911 calls in the fire area, Paisley shall be paid as outlined in Schedule A to this agreement.
 Idem: Notwithstanding the provisions of Sections 7 and 11, Saugeen Shores opens this agreement with a credit of
 five thousand seven hundred and ninety-nine dollars (\$5,700.00)
 for its exit share of the depreciated assets of former Paisley Joint Fire Board as provided in the Joint Fire Agreement. Said credit shall be exhausted before Saugeen Shores is required to make payments for the fire services provided herein.
12. Saugeen Shores shall indemnify and save harmless Arran-Elderslie from all actions, causes of action, damages or claims arising out of the performance or non-performance of the fire services and response to 911 calls provided for in this agreement, except in the case of wilful neglect of duty, or intentional damages caused.
13. Arran-Elderslie shall indemnify and save Saugeen Shores harmless from all actions, causes of action, damages or claims sustained by personnel, apparatus, or equipment of Paisley while engaged in the provision of fire services and response to 911 calls in the fire area.
14. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
15. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act* or any successor legislation.
16. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.

17. This agreement shall be in force for a period of five (5) years and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section 18 hereof.
18. If Saugeen Shores or Arran-Elderslie wishes to end this agreement, said Party may do so provided that one (1) year written notice is given to the other Party. Said notice shall terminate that Party's Agreement as of the thirty-first (31st) day of December in the year following that in which notice was given.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE:

Don. L. Osuag
MAYOR

Authorized for execution by
By-law No. 43-10

A. P. Ford
CLERK

FOR THE CORPORATION OF THE TOWN OF SAUGEEEN SHORES:

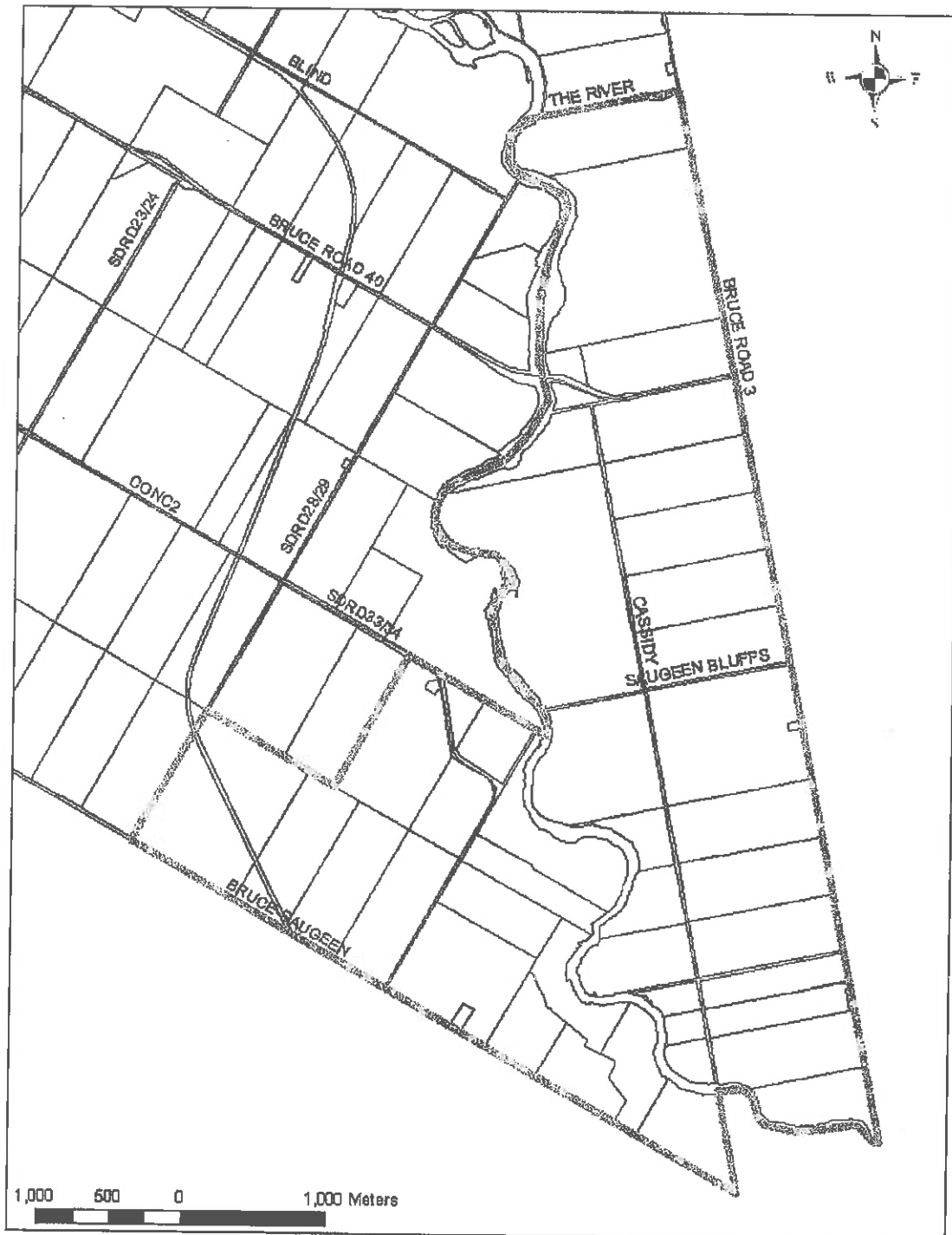
M. B. Dunn
MAYOR

Authorized for execution by
By-law No. 79-2010

Phinda White
CLERK

SCHEDULE A: SAUGEEEN SHORES FIRE SERVICES AGREEMENT

MAP 1 - FIRE AREA (REFERENCE SECTION 2)



SCHEDULE B - SERVICE FEES

1. All fees payable to Arran-Elderslie, for fire services and 911 calls, by Saugeen Shores, shall be calculated as follows:

- a) Saugeen Shores shall pay an annual service fee retainer based on the number of property roll numbers in the fire area multiplied by a flat rate of \$100.00;
- b) The flat rate in 1.a) shall be inflated annually by the Ontario Consumer Price Index rate of inflation for each successive year of this agreement;
- c) Saugeen Shores shall, on or before March 31st in any year, provide Paisley with the number of roll numbers in the fire area;
- d) On behalf of Paisley, Arran-Elderslie shall invoice Saugeen Shores, on or before May 31st in any year, for half the annual fee determined in 1.a) and 1.b);
- e) Saugeen Shores shall, on or before June 30th in any year, pay Paisley, through Arran-Elderslie, the amount invoiced in 1.d);
- f) Arran-Elderslie shall invoice Saugeen Shores, on or before November 30th, in any year, for the remainder of the annual fee determined in 1.a) and 1.b);
- g) In addition to the annual service fee retainer, Saugeen Shores shall pay Arran-Elderslie, for each actual fire services call to which Paisley has responded in the year, invoiced on a quarterly basis by Arran-Elderslie and paid thereafter within 30 days by Saugeen Shores at the hourly rate recognized, from time to time, by the *Ontario Ministry of Transportation* for fire department response calls on *King's Highways*, for each vehicle responding to the said fire services call(s)."

THE CORPORATION OF THE VILLAGE OF TARA

BY-LAW NO. 938-89.

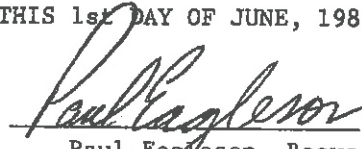
Being a By-Law authorizing the entering into an agreement with the Township of Amabel respecting the use, service and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14, Concession A including all lands within the Police Village of Allenford within Amabel Township.


WHEREAS Section 208 (1) of the Municipal Act, R.S.O. 1980, Chapter 302 provides that by-laws may be passed by Councils of local municipalities for the entering into agreement for the use of the fire-fighting equipment of the municipality by another municipality or person upon such terms as may be agreed upon.

NOW THEREFORE the Corporation of the Village of Tara enacts as follows:

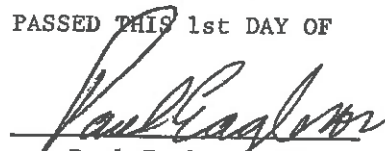
1. THAT the Chairman and the Secretary-Treasurer are hereby authorized to execute the agreement attached hereto as "Schedule A" and forming part of this by-law on behalf of The Tara-Arran Fire Department Joint Board of Management.
2. THAT the Reeve and the Clerk of the Corporation of the Village of Tara are hereby authorized to execute the agreement attached hereto as "Schedule A" and forming part of this by-law which agreement provides for the use of service and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14, Concession A including all lands within the Police Village of Allenford within Amabel Township.

READ A FIRST AND SECOND TIME THIS 1st DAY OF JUNE, 1989.


Paul Eagleson, Reeve


Loreen Hill, Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 1st DAY OF JUNE, 1989.


Paul Eagleson, Reeve


Loreen Hill, Clerk

THIS AGREEMENT MADE THIS 15th DAY
OF August, 1989.

BETWEEN:

THE CORPORATION OF THE VILLAGE OF TARA
THE CORPORATION OF THE TOWNSHIP OF ARRAN

hereinafter called

"THE PARTY OF THE FIRST PART"

-and-

THE CORPORATION OF THE TOWNSHIP OF AMABEL

hereinafter called "AMABEL"

"THE PART OF THE SECOND PART"

WHEREAS the parties hereto, pursuant to the provisions of Section 208 (1) of the Municipal Act, R.S.O. 1980, Chapter 302, have agreed to the arrangements herein-after set out, respecting the use, service and assistance of the fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14 Concession A including all lands within the Police Village of Allenford within Amabel Township.

NOW THIS INDENTURE WITNESSETH that in consideration of these premises and of the sum of one dollar of lawful money of Canada now paid (receipt whereof is hereby acknowledged) the parties hereto do covenant and agree each with the other as follows:

1. The Party of the First Part agrees to allow the use of and to supply the services, and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department, in the event of fires in all those areas in the Township of Amabel as agreed upon, and to maintain such Fire Brigade and Apparatus, to an acceptable standard.
2. In consequence of any call for services of the Tara-Arran Fire Department, in that participating portion of the Township of Amabel, The Township of Amabel shall pay to the Tara-Arran Fire Department the sum of \$300.00 per hour for fire service. All time for "fire calls" shall be calculated from the time of receiving the "fire call" to the time the fire fighting equipment has returned and is serviced in the Tara-Arran Fire Hall. A \$1,500.00 per year Stand-by charge is to be paid to The Tara-Arran Fire Department, regardless of the number of "fire calls" within any calendar year, and is payable within the year of service. All fees and charges to be subject to a 5 percent escalation charge per year.
3. The Party of the First Part shall not be bound to provide any special or specific equipment or number or type of firefighters for any particular fire in the said area, save and except that any such fire shall be attended by not less than four (4) nor more than ten (10) firemen and shall include at least one of the following: The Fire Chief, the Deputy Fire Chief or the Acting Fire Chief. All other directions relating to the type of equipment or number of firefighters shall be at the sole discretion of the Fire Chief, his Deputy or the Acting Fire Chief.
4. IT IS UNDERSTOOD AND AGREED by and among the parties hereto that in the event of a fire call being received while the equipment and brigade are combatting a fire in Amabel Township the firefighting equipment will not be required to leave the fire in Amabel and proceed to another fire. However, in the case of receiving a second fire call, while fighting another fire, one piece of fire equipment may proceed to the second fire, at the sole discretion of the Fire Chief, his Deputy or Acting Fire Chief.

5. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Party of the First Part shall be paid in accordance with the provisions herein set out for all attendances at the location of a fire or fires with the area defined above and covered by this agreement, regardless of who shall summon the equipment and firemen of the Party of the First Part to attend and render their services at such fire or fires and whether or not a request for attendance at a fire proved to be genuine.

6. Any "fire" occurring on a public road or road allowance, shall for the purposes of this Agreement, be the financial responsibility of the Municipality in which the fire occurs, unless otherwise determined by the Fire Chief.

7. The Township of Amabel shall give such authority as may be necessary to the members of the Tara-Arran Fire Department within the said areas of the Township as they have within the Village of Tara and Township of Arran in all matters relating to Fire Prevention, Fire Regulations and Fire Extinguishment, including such matters as Traffic Regulations and Crowd Control, during the active performance of their duties.

8. The payments by Amabel Township, for fire calls, shall be made within one month of submission of the bill, billings to be submitted twice yearly, July and December.

9. This Agreement shall terminate on December 31, 1989, but failing six months written notice, by one party to the other, shall continue for another year and so on from year to year. Any written notice given as aforesaid shall terminate the agreement as of December 31st in the year in which the notice is given.

10. The Corporation of the Township of Amabel agrees that The Tara-Arran Fire Department, The Corporation of the Village of Tara or The Corporation of the Township of Arran or their appointees or employees will not be held liable if there is a failure to provide any or each of the services or duties stated in this agreement save and except if such failure is occasioned by negligence.

IN WITNESS WHEREOF THE SAID CORPORATIONS HAVE HEREUNDER AFFIXED THEIR CORPORATE SEALS UNDER THE HANDS OF THEIR PROPER SIGNING OFFICERS DULY AUTHORIZED IN THEIR BEHALF.

SIGNED, SEALED AND DELIVER

The Tara-Arran Fire Department Joint
Board of Management

Paul Lagle
Chairman

Paul Lagle
Secretary-Treasurer

The Corporation of the Village of Tara

Paul Lagle
Reeve

D.M. Hill
Clerk

The Corporation of the Township of Arran

Ross Benson
Reeve

Paul Lagle
Clerk

The Corporation of the Township of Amabel

Ross Benson
Reeve

Paul Lagle
Clerk



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: February 26, 2024

Subject: SRFIN.24.03 Third Draft and Final 2024 Operating and Capital Budget

Report from: David Munro, Interim Treasurer

Appendices: **Schedule A** – Municipal Services by Department

Schedule A.1 – Municipal Services Consolidated Summary

Schedule D – Grant and Donation Requests

Schedule E – Capital Budget

Recommendation

Be It Resolved that Council hereby,

1. Approves the Third Draft and Final 2024 Operating and Capital Budget;
2. Adopts a by-law for the Budget for tax purposes for 2024; and
3. Directs staff to prepare a by-law to adopt the 2024 Tax Rate upon approval of the County of Bruce Budget and Tax Rate.

Report Summary

A special Council meeting was held on February 6, 2024 to review the second Draft 2024 Operating and Capital Budget. All issues raised at that meeting have been addressed in this report and, where appropriate, have been included in the third draft of the Budget.

Staff recommends the approval and adoption of this final 2024 Operating and Capital Budget.

Background

Section 290 for the *Municipal Act*, 2001, S.O. 2001, c.25 defines the requirements for a local Municipality:

- ✓ For each year, a local Municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the Municipality, including:
- ✓ Amounts sufficient to pay all debts of the Municipality falling due within the year;
- ✓ Amounts required to be raised for sinking funds or retirement funds; and
- ✓ Amounts required for any board, commission, or other body.

The Act further defines what shall be included in the budget, such as estimated revenues from taxation levy, reserve transfers, estimated expenses, and prior year surplus or deficits.

Analysis

The changes between second and third and final draft are detailed below.

Operating Budget

- ✓ \$63,693 added by changing local tax rate increase from 6% to 7%. This amount will be transferred to our Bridge reserve (to increase transfer to Bridge reserve from \$239,525 to \$303,218).
- ✓ \$10,000 added to Doctor Recruitment 2024 expense as one doctor is in final year which is higher than previous year and \$10,000 added to transfer from reserves.

Grants and Donations

The staff proposed amounts in second Draft have been changed based on input from the Feb 6th, Special Council meeting and incorporated into **Schedule D** – Grant and Donation Requests – revised Feb 26, 2024. Changes from second to the third and final are:

- ✓ Changed Bruce County Heritage Association to \$0.
- ✓ Changed Chesley Hospital Foundation to \$0. Note, the \$10,000 awarded in 2023 to Chesley Hospital Foundation was not spent and will be put in a reserve for future.

This budget will be increased by \$1,127 to balance the budget and leave \$1,000 for any balance of year requests.

The overall transfer to reserves will be reduced by \$1,127 and the Operating Budget is balanced.

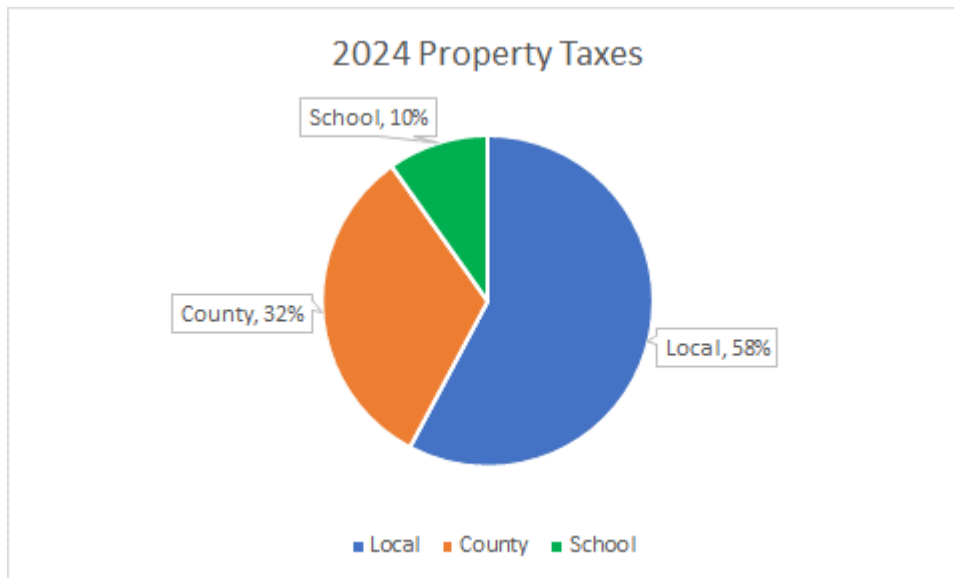
Capital Budget

- ✓ The changes between second and third and final drafts are detailed below:
These changes have been incorporated into **Schedule E** – Capital Budget – revised Feb 26 2024
- ✓ Reduced 24-RECC-0046 Chesley Park Island Rehabilitation from \$100,000 to zero for 2024. In 2024, staff will develop options for this project and bring these options to Council for consideration.
- ✓ Changed 24-RECC-0048 to be funded \$4,000 from Donations and \$10,000 from Reserves

Property Taxes

Local tax rates increase by 7%. County proposed tax rate increase is 6.16%. School tax rates are same as last year. This all adds to a blended tax increase of 6% and the average household tax will increase by \$150 per year (based on the average assessment of \$173,669).

Property Taxes	Local	County	School	Total
2022	\$1,349	\$748	\$261	\$2,358
2023	\$1,430	\$806	\$261	\$2,497
2024	\$1,530	\$856	\$261	\$2,646
2024 over 2023 \$	\$100	\$50	\$0	\$150
2024 over 2023 %	7.00%	6.16%	0.00%	6.00%



Doctor Recruitment

The 2024 go-in reserve is \$0.40. In 2024, we will add \$7,888 to the reserve then withdraw \$30,000 to pay two doctors as per previous agreements. We will need to move the difference (\$22,112) from our Chesley Clinic reserve.

In 2025, we need \$20,000 to pay one doctor as per previous agreements. This will be funded by our 2025 budget. This will complete our previous agreements.

Meetings are currently being held between Arran-Elderslie and the Physician Recruitment Committee to discuss funding additional doctor recruitment for future years.

Staff recommend that when a doctor recruitment agreement is finalized, any payment in that year comes out of reserves and future year budgets incorporate the amounts due as per each agreement.

Link to Strategic/Master Plan

6.4 Leading Financial Management

The management team, in preparation of their respective budgets, have considered the plans governing their areas, including:

- ✓ Asset Management Plan
- ✓ Economic Development Strategic Plan
- ✓ Fire Master Plan
- ✓ Recreation Master Plan
- ✓ Water Financial Plan
- ✓ Sewer Financial Plan

Financial Impacts/Source of Funding/Link to Procurement Policy

2024 third and Final Budget has an operating budget that is balanced using a 7% increase to the 2023 local tax rates.

Approved by: Sylvia Kirkwood, Chief Administrative Officer

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024								
	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	Actuals	Actuals	Council Approved 2023 Total Budget	Draft 2 Budget	Draft 3 Budget	to Draft 2 \$ Variance	\$ Variance	% Variance
MUNICIPAL SERVICES								
GENERAL GOVERNMENT								
01-1010 General-Council	118,840	128,884	138,409	162,556	162,556		24,147	17.4%
01-1020 General-Program Support	356,059	431,376	312,693	229,617	244,969	15,352	-67,724	(21.7%)
01-1030 General-Asset Management / GIS	-12,423	-10,699	34,887	19,277	19,277		-15,610	(44.7%)
Total GENERAL GOVERNMENT	462,476	549,561	485,989	411,450	426,802	15,352	-59,187	(12.2%)
PROTECTION SERVICES								
01-2005 Protection-General-All								#DIV/0!
01-2010 Protection-Common Fire	140,644	117,639	162,282	177,263	177,263		14,981	9.2%
01-2012 Protection-Chesley Fire	154,005	139,966	136,083	144,471	144,471		8,388	6.2%
01-2014 Protection-Paisley Fire	97,540	112,340	116,606	121,936	121,936		5,330	4.6%
01-2016 Protection-Tara Fire	134,934	135,012	168,897	178,745	178,745		9,848	5.8%
01-2020 Protection-Police	1,171,978	1,156,821	1,132,913	1,160,789	1,160,789		27,876	2.5%
01-2030 Protection- Conservation	31,516		24,020	62,981	62,981		38,961	162.2%
01-2031 Protection-Conservation SVCA	47,297	52,564	51,937	51,937	51,937			
01-2032 Protection-Conservation GSCA	42,226	44,416	44,417	46,612	46,612		2,195	4.9%
01-2045 Protection- Crossing Guards	37,245	43,655	38,125	39,839	39,839		1,714	4.5%
01-2050 Protection-Emergency Measures	6,660	339	2,789	2,901	2,901		112	4.0%
Total PROTECTION SERVICES	1,864,045	1,802,752	1,878,069	1,987,474	1,987,474		109,405	5.8%
TRANSPORTATION SERVICES								
01-2510 Transportation-Roads-Admin	98,938	88,739	99,962	87,770	87,770		-12,192	(12.2%)
01-2511 Transportation-Roads-Admin-Union	335,667	308,497	362,026	384,407	384,407		22,381	6.2%
01-2512 Transportation-Roads-Shop	160,725	147,449	148,722	160,431	160,431		11,709	7.9%
01-2513 Transportation-Roads-Roadside	116,812	104,015	114,937	118,109	118,109		3,172	2.8%
01-2514 Transportation-Roads-Bridges	144,077	161,063	189,364	289,524	353,217	63,693	163,853	86.5%
01-2515 Transportation-Roads-Hardtop	62,022	46,351	54,285	55,632	55,632		1,347	2.5%
01-2516 Transportation-Roads-Gravel	629,888	637,798	655,828	711,014	711,014		55,186	8.4%
01-2517 Transportation-Roads-Safety	39,496	53,837	51,835	48,705	48,705		-3,130	(6.0%)
01-2518 Transportation-Roads-Vehicles	574,597	511,294	558,565	594,155	594,155		35,590	6.4%
01-2520 Transportation-Winter Ctrl-Salt/Sand	86,808	101,243	100,425	100,156	100,156		-269	(0.3%)
01-2521 Transportation-Winter Ctrl-Snow Moving	218,778	184,830	243,583	231,000	231,000		-12,583	(5.2%)
01-2522 Transportation-Winter Ctrl-Standby	15,348	20,402	32,252	33,747	33,747		1,495	4.6%
01-2530 Transportation-Saugeen Mobility & Regional Trans	62,104	107,132	55,947	74,174	74,174		18,227	32.6%
01-2540 Transportation-Parking	3,181	540	3,500	3,745	3,745		245	7.0%
01-2550 Transportation-Street Lighting	59,102	59,172	61,807	64,202	64,202		2,395	3.9%
Total TRANSPORTATION SERVICES	2,607,543	2,532,362	2,733,038	2,956,771	3,020,464	63,693	287,426	10.5%
ENVIRONMENTAL SERVICES								
01-3040 Environmental-Garbage Collection	-127,949	-137,392	-154,488	-153,113	-153,113		1,375	(0.9%)
01-3050 Environmental-Waste Disposal	46,983	51,359	51,626	73,095	73,095		21,469	41.6%
01-3060 Environmental-Recycling	97,591	101,401	101,235	116,150	116,150		14,915	14.7%
Total ENVIRONMENTAL SERVICES	16,625	15,368	-1,627	36,132	36,132		37,759	(2,320.8%)
HEALTH SERVICES								
01-4000 Health-Physician Recruitment				8,688	8,688		8,688	#DIV/0!
01-4002 Health-Clinic-Chesley		-58,720		33	33		33	#DIV/0!

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024								
	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	Actuals	Actuals	Council Approved 2023 Total Budget	Draft 2 Budget	Draft 3 Budget	to Draft 2 \$ Variance	\$ Variance	% Variance
01-4004 Health-Clinic-Paisley	1	3,013		137	137		137	#DIV/0!
01-4010 Health-Cemetery-Common	-8,007	-19,704	3,663	3,810	3,810		147	4.0%
01-4011 Health-Cemetery-Arran	6,810	3,966	3,770	3,986	3,986		216	5.7%
01-4012 Health-Cemetery-Chesley	25,798	28,281	26,381	28,729	28,729		2,348	8.9%
01-4013 Health-Cemetery-Elderslie	2,779	3,814	4,570	4,785	4,785		215	4.7%
01-4014 Health-Cemetery-Paisley	6,754	10,326	11,074	11,601	11,601		527	4.8%
01-4016 Health-Cemetery-Tara	-8,177	-13,827	1,304	2,304	2,304		1,000	76.7%
Total HEALTH SERVICES	25,958	-42,851	50,762	64,073	64,073		13,311	26.2%
RECREATION AND CULTURE								
01-5001 Rec/Cult-Parkland-Recreation	127,454	125,971	152,826	160,524	160,524		7,698	5.0%
01-5015 Rec/Cult-Admin	87,087	118,189	143,223	136,905	136,905		-6,318	(4.4%)
01-5020 Rec/Cult-Common H&S	4,723	8,227	14,101	15,111	15,111		1,010	7.2%
01-5210 Rec/Cult-Programs-AE Programs	54,043	51,924	40,601	48,100	48,100		7,499	18.5%
01-5220 Rec/Cult-Programs-Day Camp	-14,599	-5,986	-3,982	-10,627	-10,627		-6,645	166.9%
01-5311 Rec/Cult-Parks-Ball Field-Arran/Allenford	1,356	10,826	1,941	2,913	2,913		972	50.1%
01-5312 Rec/Cult-Parks-Ball Field-Chesley	6,061	11,482	8,201	8,589	8,589		388	4.7%
01-5314 Rec/Cult-Parks-Ball Field-Paisley	1,435	2,974	3,061	2,877	2,877		-184	(6.0%)
01-5316 Rec/Cult-Parks-Ball Field-Tara	8,183	7,134	7,018	6,266	6,266		-752	(10.7%)
01-5322 Rec/Cult-Parks-Splashpad-Chesley		526	1,000	1,205	1,205		205	20.5%
01-5324 Rec/Cult-Parks-Splashpad-Paisley		736	1,000	1,205	1,205		205	20.5%
01-5326 Rec/Cult-Parks-Splashpad-Tara		2,511	1,000	1,205	1,205		205	20.5%
01-5411 Rec/Cult-Facilities-CC Arran/Arkwright	4,234	7,559	2,630	2,673	2,673		43	1.6%
01-5412 Rec/Cult-Facilities-Chesley Comm Ctr	205,905	128,208	208,424	206,292	206,292		-2,132	(1.0%)
01-5414 Rec/Cult-Facilities-Paisley Comm Ctr	196,606	149,174	194,391	205,378	205,378		10,987	5.7%
01-5416 Rec/Cult-Facilities-Tara Comm Ctr	153,802	99,198	174,856	173,737	173,737		-1,119	(0.6%)
01-5512 Rec/Cult-Facilities-Chesley Pool	53,465	43,591	27,078	28,535	28,535		1,457	5.4%
01-5516 Rec/Cult-Facilities-Tara Pool	51,066	26,254	40,124	41,289	41,289		1,165	2.9%
01-5612 Rec/Cult-Facilities-Chesley Trailer Park	-2	-5,419		5,897	5,897		5,897	#DIV/0!
01-5712 Rec/Cult-Facilities-Lease-Chesley Town Hall	27,312	22,646	29,531	29,066	29,066		-465	(1.6%)
01-5714 Rec/Cult-Facilities-Lease-Paisley Legion	7,194	1,805	6,551	8,171	8,171		1,620	24.7%
01-5715 Rec/Cult-Facilities-Lease-Paisley LCBO	-6,362	1,023		22	22		22	#DIV/0!
01-5812 Rec/Cult-Libraries-Chesley	-5,779	1,527	-2,721	-2,192	-2,192		529	(19.4%)
01-5814 Rec/Cult-Libraries-Paisley	-508	1,787	516	-2,083	-2,083		-2,599	(503.7%)
01-5816 Rec/Cult-Libraries-Tara	2,457	6,092	3,874	5,080	5,080		1,206	31.1%
01-5914 Rec/Cult-Museum-Paisley	3,915	7,873	8,469	7,917	7,917		-552	(6.5%)
01-5915 Rec/Cult-Paisley Hose Tower		2,156						#DIV/0!
Total RECREATION AND CULTURE	969,048	827,988	1,063,713	1,084,055	1,084,055		20,342	1.9%
PLANNING AND DEVELOPMENT								
01-7010 Plan/Dev-Planning-Zoning	5,632	1,691	35,500	41,940	41,940		6,440	18.1%
01-7220 Plan/Dev-Comm/Ind-Downtown Decor	47,519	48,308	75,111	86,808	86,808		11,697	15.6%
01-7230 Plan/Dev-Comm/Ind- Gravel Pits	6,876	4,166	8,894	9,256	9,256		362	4.1%
01-7300 Plan/Dev-Natural Gas Project								#DIV/0!
01-7410 Plan/Dev-Economic Development	72,477	110,753	152,423	206,422	207,549	1,127	55,126	36.2%
01-7610 Plan/Dev-Tile Drainage	6,560	68,889	33,921	38,972	38,972		5,051	14.9%

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Total PLANNING AND DEVELOPMENT	139,064	233,807	305,849	383,398	384,525	1,127	78,676	25.7%
Total MUNICIPAL SERVICES	6,084,759	5,918,987	6,515,793	6,923,353	7,003,525	80,172	487,732	7.5%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
MUNICIPAL SERVICES								
GENERAL GOVERNMENT								
Revenue								
Tax Certificates	8,450	8,350	11,612	10,000	10,000		(1,612)	13.9%
Licence Fee	1,523	983	2,000	2,000	2,000			
Permit Fee	630	505	500	500	500			
Misc Charges	736	1,076						#DIV/0!
Admin Fees	10	1						#DIV/0!
Gov Tsfr - Provincial	1,622,300	1,627,000	1,627,000	1,627,000	1,627,000			
Resale Materials	75	37	72	72	72			
Grants - Federal	2,100							#DIV/0!
Grants Other	14,194		3,000	3,000	3,000			
Investment Income	10,000		103,894	103,894	103,894			
Interest Income	259,212	524,842	344,845	344,845	344,845			
Misc Revenue	145,518	8,618	14,548	14,548	14,548			
Land Sales	288,413	146,549	299,600	300,000	300,000		400	(0.1%)
Total Revenue	-2,353,161	-2,317,961	-2,407,071	-2,405,859	-2,405,859		1,212	(0.1%)
Expenses								
Wages								
Salaries & Wages	558,561	576,894	634,529	638,087	638,087		3,558	0.6%
Wages Student	15,315		2,362	44,882	44,882		42,520	1,800.2%
Honorariums	96,211	102,080	103,609	107,766	107,766		4,157	4.0%
Wages Vacation	8,412	7,273	265	2,065	2,065		1,800	679.2%
Wages Stats	3,776	3,392						#DIV/0!
Wages Sick Pay	3,150	3,170						#DIV/0!
Total Wages	685,425	692,809	740,765	792,800	792,800		52,035	7.0%
Employee Benefits & Expenses								
Employee Benefits	181,958	204,485	188,587	200,903	200,903		12,316	6.5%
Clothing Allowance	1,601	445	850	350	350		-500	(58.8%)
Change in PEB	14,222							#DIV/0!
Boot Allowance			250				-250	(100.0%)
Mileage	2,744	3,592	4,530	4,000	4,000		-530	(11.7%)
Conferences	7,505	3,319	8,078	21,000	21,000		12,922	160.0%
Training	9,422	1,652	15,305	17,500	17,500		2,195	14.3%
Memberships	28,366	29,049	27,484	27,484	27,484			
Total Employee Benefits & Expenses	245,818	242,542	245,084	271,237	271,237		26,153	10.7%
Total Wages & Benefits	931,243	935,351	985,849	1,064,037	1,064,037		78,188	7.9%
Operating Expenses								

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Contracted Services	123,868	127,694	117,903	95,522	95,522		-22,381	(19.0%)
Advertising	762	2,232	1,000	1,540	1,540		540	54.0%
Legal Services	147,104	54,656	75,000	78,000	78,000		3,000	4.0%
Insurance	55,226	80,534	63,516	89,105	89,105		25,589	40.3%
Courier Service	70	-5	180	187	187		7	3.9%
Software Licence	72,993	101,119	85,088	102,195	102,195		17,107	20.1%
Bldg Mtce	6,915	2,091	1,000	1,040	1,040		40	4.0%
Vehicle Repair	244							#DIV/0!
Material & Supplies	13,160	7,638	5,728	5,987	5,987		259	4.5%
Office Supplies	19,540	15,841	13,402	13,938	13,938		536	4.0%
Cleaning Supplies		318	106	110	110		4	3.8%
Election	30,883	1,860	2,500	2,100	2,100		-400	(16.0%)
Publications	530	365	33	34	34		1	3.0%
Meeting	1,288	539	8,250	18,050	18,050		9,800	118.8%
Computer Supplies	5,500	3,198	2,000	2,080	2,080		80	4.0%
Fuel		129						#DIV/0!
Natural Gas	219	1,917	4,000	4,160	4,160		160	4.0%
Propane	4,782	-868						#DIV/0!
Hydro	5,705	5,607	5,119	5,324	5,324		205	4.0%
Property Taxes	1,787	1,833	1,894	1,995	1,995		101	5.3%
Room Rental	17,963	13,459	10,778				-10,778	(100.0%)
Telephone	10,472	11,682	9,013	11,373	11,373		2,360	26.2%
Miscellaneous	3,689	1,695						#DIV/0!
Strategic Initiatives	1,628	64	11,000	1,000	1,000		-10,000	(90.9%)
Pandemic Costs	13,684							#DIV/0!
Write Off	12,308	-567						#DIV/0!
Write Off	34,971	76,969	57,062	57,062	57,062			
Council Projects/Grants		124						#DIV/0!
Postage	21,371	11,328	15,325	15,325	15,325			
Interest	4,910	951						#DIV/0!
Bank Charges	5,291	5,955	13,500	13,500	13,500			
Total Operating Expenses	616,863	528,358	503,397	519,627	519,627		16,230	3.2%
Departmental Tax Requirements (Revenue)	-805,055	-854,252	-917,825	-822,195	-822,195		95,630	(10.4%)
Reserve Transfers								
Transfer to Capital	4,659							#DIV/0!
Transfer to Reserve	1,470,989	1,445,537	1,445,537	1,275,368	1,275,368		-170,169	(11.8%)
Transfer from Reserve	-208,119	-41,723	-41,723	-41,723	-41,723			
Total Reserve Transfers	1,262,529	1,403,814	1,403,814	1,233,645	1,233,645		-170,169	(12.1%)
Net Departmental Position	462,474	549,562	485,989	411,450	411,450		-74,539	(15.3%)

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MUNICIPAL SERVICES

	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Other Expenses								
Total of Department	462,474	549,562	485,989	411,450	411,450	-74,539		(15.3%)
PROTECTION SERVICES								
Revenue								
Service Calls	4,334		10,707	10,707	10,707			
Service Agreement - Ops	65,539	69,124	76,270	73,390	73,390	(2,880)		3.8%
Service Agreement - Cap	59,606	63,861	63,183	63,183	63,183			
Stand By	11,505	7,880	4,371	4,371	4,371			
Compliance Letters		114						#DIV/0!
Inspections	808	246	2,700	2,700	2,700			
Misc Lease	28,500	28,500	28,500	28,500	28,500			
Misc Charges		3,801						#DIV/0!
Tiered Response	10,000	10,000	10,000	10,000	10,000			
Incident Response	67,076	6,793	34,491	34,491	34,491			
Gov Tsfr - Provincial	11,542	5,679	13,624	13,624	13,624			
Donations	4,816	18,635						#DIV/0!
Chatsworth Operating	72,940	78,869	78,869	78,869	78,869			
Chatsworth Capital	4,954	5,419	5,419	5,419	5,419			
Misc Revenue	7,401	13,023	3,000	3,000	3,000			
Bell Mobility Hydro	15,808	14,992	13,153	13,153	13,153			
Total Revenue	-364,829	-326,936	-344,287	-341,407	-341,407		2,880	(0.8%)
Expenses								
Wages								
Salaries & Wages	115,003	126,220	124,364	134,265	134,265		9,901	8.0%
Wages Vacation			1,207	1,207	1,207			
Wages Honorariums	39,124	37,286	40,001	40,001	40,001			
Wages Fire Calls	104,256	73,300	112,614	117,120	117,120		4,506	4.0%
Wages Fire Practice	23,376	65,335	94,735	98,524	98,524		3,789	4.0%
Wages Meetings	10,889	8,993	6,805	7,078	7,078		273	4.0%
Wages Mutual Aid	600	1,899	6,534	6,795	6,795		261	4.0%
Wages Educ & Training	29,082	15,181	20,223	21,030	21,030		807	4.0%
Wages Truck Check	5,665	13,773	16,334	16,987	16,987		653	4.0%
Wages Fire Prevention	14,539	5,643	6,126	6,370	6,370		244	4.0%
Wages Admin	11,130	2,123	4,900	5,097	5,097		197	4.0%
Wages Inspections	434	511	6,126	6,370	6,370		244	4.0%
Wages Misc	4,262	296	4,370	4,545	4,545		175	4.0%
Wages Pandemic	-33							#DIV/0!
Total Wages	358,327	350,560	444,339	465,389	465,389		21,050	4.7%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Employee Benefits & Expenses								
Employee Benefits	60,983	64,809	54,410	58,811	58,811		4,401	8.1%
Clothing Allowance	10,694	3,100	7,027	7,027	7,027			
Drivers Licences (inactive)		68						#DIV/0!
Boot Allowance	1,022							#DIV/0!
Mileage	4,179	1,507	3,500	2,750	2,750		-750	(21.4%)
Conferences	1,832	5,119	5,918	6,318	6,318		400	6.8%
Training	15,656	8,864	46,860	43,390	43,390		-3,470	(7.4%)
Memberships	2,191	3,599	3,712	3,835	3,835		123	3.3%
Drivers Licences/Medicals	732	1,309	4,395	1,800	1,800		-2,595	(59.0%)
Total Employee Benefits & Expenses	97,289	88,375	125,822	123,931	123,931		-1,891	(1.5%)
Total Wages & Benefits	455,616	438,935	570,161	589,320	589,320		19,159	3.4%
Operating Expenses								
Contracted Services	45,144	9,125	8,243	46,573	46,573		38,330	465.0%
Legal Services	4,247	7,530	1,060	5,602	5,602		4,542	428.5%
Insurance	52,949	61,198	57,208	64,429	64,429		7,221	12.6%
Dispatch	21,085	21,678	22,011	22,891	22,891		880	4.0%
Software Licence	12,742	16,164	14,625	15,210	15,210		585	4.0%
Contract OPP	1,181,556	1,160,590	1,144,516	1,172,311	1,172,311		27,795	2.4%
Bldg Mtce	12,048	15,378	10,228	10,637	10,637		409	4.0%
Equip Mtce	7,016	9,845	9,720	10,110	10,110		390	4.0%
Vehicle Repair	25,448	20,585	22,591	23,495	23,495		904	4.0%
Material & Supplies	14,449	9,874	40,395	42,011	42,011		1,616	4.0%
Office Supplies	853	2,726	1,000	500	500		-500	(50.0%)
Air/Oxygen Bottles	2,206	616	4,028	4,189	4,189		161	4.0%
Defibrillator Maintenance & Supplies	962	418	2,162	2,248	2,248		86	4.0%
Fire Extinguishers			950	988	988		38	4.0%
Fire Prevention	704	5,682	4,651	5,337	5,337		686	14.7%
Inspection			494				-494	(100.0%)
Small Tools	46	346	1,406	1,463	1,463		57	4.1%
Vehicle Licences			127	132	132		5	3.9%
Tanker Truck	3,439	9,578	1,717	1,786	1,786		69	4.0%
Meeting		1,424	3,000	4,120	4,120		1,120	37.3%
Computer Supplies	1,770							#DIV/0!
Fuel	9,186	9,356	8,432	10,065	10,065		1,633	19.4%
Natural Gas	2,138	1,768	1,884	1,959	1,959		75	4.0%
Propane	7,391	4,098	7,949	6,384	6,384		-1,565	(19.7%)
Hydro	24,058	28,476	20,845	21,679	21,679		834	4.0%
Water & Sewer	3,184	669	2,715	2,824	2,824		109	4.0%
Property Taxes	285	2,413	303	350	350		47	15.5%
Telephone	8,204	8,554	9,209	9,577	9,577		368	4.0%

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MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Radio & Pager	4,453	4,414	4,550	4,731	4,731		181	4.0%
Radio Licence	783	165	1,470	1,529	1,529		59	4.0%
Miscellaneous	367	281	750	750	750			
Pandemic Costs	1,011		470				-470	(100.0%)
Write Off	26,877	34,994						#DIV/0!
Third Party Recovery	3,751	9,718						#DIV/0!
Conservation Levy	89,206	96,353	96,354	98,549	98,549		2,195	2.3%
Total Operating Expenses	1,567,558	1,554,016	1,505,063	1,592,429	1,592,429		87,366	5.8%
Departmental Tax Requirements (Revenue)	1,658,345	1,666,015	1,730,937	1,840,342	1,840,342		109,405	6.3%
Reserve Transfers								
Transfer to Capital	35,254	36,996	47,400	47,400	47,400			
Transfer to Reserve	179,277	150,183	150,183	150,183	150,183			
Int Transfer			-1	-1	-1			
Transfer from Reserve	-8,826	-50,450	-50,450	-50,450	-50,450			
Total Reserve Transfers	205,705	136,729	147,132	147,132	147,132			
Net Departmental Position	1,864,050	1,802,744	1,878,069	1,987,474	1,987,474		109,405	5.8%
Other Expenses								
Total of Department	1,864,050	1,802,744	1,878,069	1,987,474	1,987,474		109,405	5.8%
TRANSPORTATION SERVICES								
Revenue								
Aggregate Resources	24,690	20,472	35,000	22,000	22,000		(13,000)	37.1%
Fee For Service	57,368	56,756	30,000	52,500	52,500		22,500	(75.0%)
Permit Fee	2,017	4,774	2,000	2,000	2,000			
Grants - Provincial	34,615							#DIV/0!
Grants - Other Govs	(11,812)							#DIV/0!
Misc Revenue	27,030	343	126	126	126			
Equipment Sales	1,448		8,000	18,000	18,000		10,000	(125.0%)
Fines	168	485						#DIV/0!
Total Revenue	-135,524	-82,830	-75,126	-94,626	-94,626		-19,500	26.0%
Expenses								
Wages								
Salaries & Wages	538,986	407,452	797,163	828,729	828,729		31,566	4.0%
Wages Student	24,615	17,877	26,019	27,790	27,790		1,771	6.8%
Wages Dust Control	2,028	2,719						#DIV/0!
Wages Grading	30,652	37,310						#DIV/0!

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MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Wages Grass Mtce	11,217	10,553						#DIV/0!
Wages Litter Pickup	331	258						#DIV/0!
Wages Mtce	2,213	6,110						#DIV/0!
Wages Patching	10,225	12,226						#DIV/0!
Wages Resurfacing	1,450	2,104						#DIV/0!
Wages Shoulder Mtce	4,162	1,600						#DIV/0!
Wages Sidewalks	1,495	3,054						#DIV/0!
Wages Sweeping	9,541	11,540						#DIV/0!
Wages Trees	21,685	18,115						#DIV/0!
Wages Grading OT	291	891						#DIV/0!
Wages Overtime	128							#DIV/0!
Wages Sidewalk OT	239	22						#DIV/0!
Wages Sweeping OT	21	218						#DIV/0!
Wages Trees OT	466	287						#DIV/0!
Wages Overtime	69,166	65,000	44,498	44,498	44,498			
Wages Standby	28,640	18,028						#DIV/0!
Wages Vacation	56,468	64,277	4,641	4,712	4,712		71	1.5%
Wages Stats	43,000	41,303						#DIV/0!
Wages Sick Pay	40,129	24,401						#DIV/0!
Wages Health & Safety	16,358	11,035						#DIV/0!
Wages Conferences	1,492	1,820						#DIV/0!
Total Wages	914,998	758,200	872,321	905,729	905,729		33,408	3.8%
Employee Benefits & Expenses								
Employee Benefits	252,180	249,212	240,754	252,716	252,716		11,962	5.0%
Clothing Allowance	4,611	4,955	6,825	6,825	6,825			
Drivers Licences (inactive)		580						#DIV/0!
Boot Allowance	3,274	2,815	5,088	5,088	5,088			
Mileage		183						#DIV/0!
Conferences		3,079	1,500	2,000	2,000		500	33.3%
Training	5,133	8,835	6,000	8,500	8,500		2,500	41.7%
Memberships	1,873	2,700	1,775	1,750	1,750		-25	(1.4%)
Drivers Licences/Medicals	462	405	475	580	580		105	22.1%
Total Employee Benefits & Expenses	267,533	272,764	262,417	277,459	277,459		15,042	5.7%
Total Wages & Benefits	1,182,531	1,030,964	1,134,738	1,183,188	1,183,188		48,450	4.3%
Operating Expenses								
Contracted Services	132,213	52,868	76,940	78,547	78,547		1,607	2.1%
Eng Services	1,473	1,577	1,000	1,500	1,500		500	50.0%
Legal Services	1,562							#DIV/0!
Insurance	69,370	81,368	81,827	90,010	90,010		8,183	10.0%
Courier Service	28	257	36	38	38		2	5.6%
Bldg Mtce	8,503	2,544	8,480	8,000	8,000		-480	(5.7%)

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MUNICIPAL SERVICES

	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Vehicle Parts	54,034	71,300	75,000	78,000	78,000		3,000	4.0%
Vehicle Repair	77,727	120,572	75,000	98,000	98,000		23,000	30.7%
Contracts Dust Ctrl	108,903	96,846	100,000	107,000	107,000		7,000	7.0%
Contracts Resurfacing	470,613	363,938	492,500	537,400	537,400		44,900	9.1%
Contracts Sidewalks	2,521	1,145	1,500	5,180	5,180		3,680	245.3%
Contracts Tree Mtce	25,561	7,663	10,600	10,600	10,600			
Contracts MTO	41	17		25	25		25	#DIV/0!
Material & Supplies	166,503	219,813	109,623	97,432	97,432		-12,191	(11.1%)
Office Supplies	61	283	200	208	208		8	4.0%
Health & Safety Supplies	2,808	1,044	2,600	2,500	2,500		-100	(3.8%)
Small Tools	3,593	3,955	5,000	5,000	5,000			
Sidewalks	4,140	562	4,000				-4,000	(100.0%)
Patching Materials	4,885	1,463	10,000	10,000	10,000			
Trees	1,102	19,270	10,300	10,712	10,712		412	4.0%
Vehicle Licences	30,354	14,075	16,000	16,640	16,640		640	4.0%
Grease/Oil	8,925	11,200	7,500	7,800	7,800		300	4.0%
Fuel	51,598	38,315	48,450	48,500	48,500		50	0.1%
Natural Gas	5,260	9,384	9,000	13,000	13,000		4,000	44.4%
Propane	5,113	-868						#DIV/0!
Hydro	64,645	70,361	71,360	74,214	74,214		2,854	4.0%
Water & Sewer	971	822	1,400	1,400	1,400			
Furnace Oil	4,548	2,052						#DIV/0!
Fuel/Clear Diesel	116,168	58,051	125,400	125,400	125,400			
Fuel/Dyed Diesel	131,959	80,003	111,150	115,596	115,596		4,446	4.0%
Equip Rental	990	290	5,575	5,595	5,595		20	0.4%
Telephone	4,848	4,423	4,592	5,228	5,228		636	13.9%
Radio Licence	922	985	930	985	985		55	5.9%
Strategic Initiatives			10,000				-10,000	(100.0%)
Pandemic Costs	1,175							#DIV/0!
S.M.A.R.T		107,132	55,947	74,174	74,174		18,227	32.6%
Total Operating Expenses	1,563,117	1,442,710	1,531,910	1,628,684	1,628,684		96,774	6.3%
Departmental Tax Requirements (Revenue)	2,610,124	2,390,844	2,591,522	2,717,246	2,717,246		125,724	4.9%
Reserve Transfers								
Transfer to Capital	14,645							#DIV/0!
Transfer to Reserve	126,232	151,516	151,516	239,525	303,218	63,693	151,702	100.1%
Change in TCA	-13,707							#DIV/0!
Transfer from Reserve	-141,239	-10,000	-10,000				10,000	(100.0%)
Total Reserve Transfers	-14,069	141,516	141,516	239,525	303,218	63,693	161,702	114.3%
Net Departmental Position	2,596,055	2,532,360	2,733,038	2,956,771	3,020,464	63,693	287,426	10.5%

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MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Other Expenses								
Total of Department	2,596,055	2,532,360	2,733,038	2,956,771	3,020,464	63,693	287,426	10.5%
ENVIRONMENTAL SERVICES								
Revenue								
Flat Fee Tax - Res	290,795	339,345	335,240	335,240	335,240			
Flat Fee Tax - Com	19,760	22,440	22,887	22,887	22,887			
Waste Coll - Bag Tags	7,683	8,430	10,062	10,062	10,062			
Capital Levy	21,670	20,824						#DIV/0!
Tipping	412	983	7,228	7,228	7,228			
Mattress Tipping	4,992	5,830	4,396	4,396	4,396			
Construction Waste	29,092	31,957	27,867	27,867	27,867			
Carpet Tipping	910	250	298	298	298			
Household Tipping	23,957	37,600	36,945	36,945	36,945			
Appliance Freon	2,490	3,164	2,753	2,753	2,753			
Shingle Tipping	2,275	1,998	4,650	4,650	4,650			
Plastic Tipping	60	93	7	7	7			
Wood Tipping	22,612	21,605	13,340	13,340	13,340			
Scrap Sales	18,489	15,692	19,495	19,495	19,495			
Ewaste Tipping	1,310	1,800	921	921	921			
Furniture / Unit	2,914	2,097	2,000	2,000	2,000			
Asbestos	3,992							#DIV/0!
Misc Charges	101,238							#DIV/0!
Blue Box Sales	646	1,005	600	600	600			
Grants - Provincial	86,817							#DIV/0!
Grants - Other Govs	71,782							#DIV/0!
Interest Income	2,637							#DIV/0!
Misc Revenue	1		16	16	16			
Total Revenue	-716,534	-515,113	-488,705	-488,705	-488,705			
Expenses								
Wages								
Salaries & Wages	263,322	100,458	91,335	94,911	94,911		3,576	3.9%
Wages Student	3,548	2,325	3,476	3,713	3,713		237	6.8%
Wages on Call	576	87						#DIV/0!
Wages Overtime	1,319	411	1,504	1,504	1,504			
Wages Vacation	21	11	1,110	1,119	1,119		9	0.8%
Total Wages	268,786	103,292	97,425	101,247	101,247		3,822	3.9%
Employee Benefits & Expenses								
Employee Benefits	27,553	28,798	25,675	26,561	26,561		886	3.5%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Total Employee Benefits & Expenses	27,553	28,798	25,675	26,561	26,561		886	3.5%
Total Wages & Benefits	296,339	132,090	123,100	127,808	127,808		4,708	3.8%
Operating Expenses								
Contracted Services	184,102	325,919	294,455	325,500	325,500		31,045	10.5%
Eng Services	21,309	23,595	24,000	24,000	24,000			
Lab Services	2,396	8,800	8,700	8,700	8,700			
Vehicle Repair								#DIV/0!
Material & Supplies	193,890	4,455	6,559	6,464	6,464		-95	(1.4%)
Fuel								#DIV/0!
Propane	29							#DIV/0!
Hydro	906	1,671	1,569	1,632	1,632		63	4.0%
Property Taxes	26,253	27,197	27,828	29,343	29,343		1,515	5.4%
Equip Rental		105						#DIV/0!
Telephone	1,334	975	867	1,390	1,390		523	60.3%
Write Off		4,955						#DIV/0!
Costs of Inventory Sold	1,597	719						#DIV/0!
Total Operating Expenses	431,816	398,391	363,978	397,029	397,029		33,051	9.1%
Departmental Tax Requirements (Revenue)	11,621	15,368	-1,627	36,132	36,132		37,759	(2,320.8%)
Reserve Transfers								
Change in TCA	6,192							#DIV/0!
Change in Op Fund	-2,814							#DIV/0!
Transfer from Reserve	-26,156							#DIV/0!
Total Reserve Transfers	-22,778							#DIV/0!
Net Departmental Position	-11,157	15,368	-1,627	36,132	36,132		37,759	(2,320.8%)
Other Expenses								
Acc Exp Landfill Closure & Post Closure	7,820							#DIV/0!
Amortization	31,452							#DIV/0!
Total of Department	28,115	15,368	-1,627	36,132	36,132		37,759	(2,320.8%)
HEALTH SERVICES								
Revenue								
Interment	17,050	18,150	19,550	19,550	19,550			
Interment Weekend	3,250	2,288	4,350	4,350	4,350			
Cremation	10,525	11,524	7,825	7,825	7,825			
Mortuary	1,060	660	1,270	1,270	1,270			
Columbarium Engraving	5,178	8,300	4,142	4,142	4,142			
Rental Income	80,452	97,266	86,070	86,070	86,070			

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Misc Charges	750	483	300	300	300			
Donations	2,059	52,200						#DIV/0!
Interest Income	11,478	21,569	5,668	5,668	5,668			
Misc Revenue	3,852							#DIV/0!
Land Sales	13,050	22,050	12,480	12,480	12,480			
Land Sales Cremation		470	592	592	592			
Land Sales Columbarium	19,600	24,000	13,800	13,800	13,800			
Total Revenue	-168,304	-258,960	-156,047	-156,047	-156,047			
Expenses								
Wages								
Salaries & Wages	3,980	7,870	45,796	47,609	47,609		1,813	4.0%
Wages Reg Burial	10,462	15,584						#DIV/0!
Wages Mtce	30,658	26,817						#DIV/0!
Wages Student	23,885	26,595	22,543	24,076	24,076		1,533	6.8%
Wages Overtime	3,136	2,425	478	478	478			
Wages Vacation	474	509	1,603	1,663	1,663		60	3.7%
Total Wages	72,595	79,800	70,420	73,826	73,826		3,406	4.8%
Employee Benefits & Expenses								
Employee Benefits	17,005	17,616	14,312	15,355	15,355		1,043	7.3%
Total Employee Benefits & Expenses	17,005	17,616	14,312	15,355	15,355		1,043	7.3%
Total Wages & Benefits	89,600	97,416	84,732	89,181	89,181		4,449	5.3%
Operating Expenses								
Contracted Services	70,666	67,883	64,299	66,431	76,431	10,000	12,132	18.9%
Legal Services	2,301	621						#DIV/0!
Insurance	5,114	6,000	6,034	6,638	6,638		604	10.0%
Columbarium Engraving	5,515	8,227	4,391	4,566	4,566		175	4.0%
Software Licence			3,663	3,810	3,810		147	4.0%
Bldg Mtce	865		1,861	935	935		-926	(49.8%)
Material & Supplies	11,268	9,537	11,566	9,818	9,818		-1,748	(15.1%)
Fuel			425	442	442		17	4.0%
Natural Gas				11,782	11,782		11,782	#DIV/0!
Propane	10,559	7,803	11,329				-11,329	(100.0%)
Hydro	10,232	11,546	13,329	13,919	13,919		590	4.4%
Water & Sewer	1,783	641	2,299	1,080	1,080		-1,219	(53.0%)
Property Taxes	1,260	2,341	1,336	2,735	2,735		1,399	104.7%
Internment Buyback	458	1,475	927	927	927			
Council Projects/Grants		2,000						#DIV/0!
Total Operating Expenses	120,021	118,074	121,459	123,083	133,083	10,000	11,624	9.6%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Departmental Tax Requirements (Revenue)	41,317	-43,470	50,144	56,217	66,217	10,000	16,073	32.1%
Reserve Transfers								
Transfer to Reserve	22,223	28,506	28,506	27,856	27,856		-650	(2.3%)
Transfer from Reserve	-37,583	-27,888	-27,888	-20,000	-30,000	-10,000	-2,112	7.6%
Total Reserve Transfers	-15,360	618	618	7,856	-2,144	-10,000	-2,762	(446.9%)
Net Departmental Position	25,957	-42,852	50,762	64,073	64,073		13,311	26.2%
Other Expenses								
Total of Department	25,957	-42,852	50,762	64,073	64,073		13,311	26.2%
RECREATION AND CULTURE								
Revenue								
Programs Seniors			1,300				(1,300)	100.0%
Programs Other	1,170		3,570	(180)	(180)		(3,750)	105.0%
Spec Events	265	4,979	1,050	2,550	2,550		1,500	(142.9%)
Program Reg	88,620	94,014	80,549	94,800	94,800		14,251	(17.7%)
Exercise		325	3,060	1,060	1,060		(2,000)	65.4%
Lessons	246	29,751	27,478	30,182	30,182		2,704	(9.8%)
Season Pass	5,152	4,787	4,800	5,300	5,300		500	(10.4%)
Admissions	30,199	13,189	7,428	8,828	8,828		1,400	(18.8%)
Curling	46,825	45,302	48,053	51,053	51,053		3,000	(6.2%)
Rental Income	107,102	116,798	118,501	121,789	121,789		3,288	(2.8%)
Ball Field Rentals	10,955	15,261	11,622	14,871	14,871		3,249	(28.0%)
Soccer Field Rentals	2,107	2,545	2,206	2,406	2,406		200	(9.1%)
Horse Ring Rentals	422	563	500	500	500			
Ice Rental	257,755	361,186	259,180	290,680	290,680		31,500	(12.2%)
Floor Rental	11,129	22,533	14,078	18,078	18,078		4,000	(28.4%)
Concession Rental		(32)						#DIV/0!
Pavillion Rental	7,429	5,370	7,086	6,886	6,886		(200)	2.8%
Misc Lease	12,623	12,623	13,388	13,388	13,388			
Misc Charges	2,185	1,505	1,545	1,545	1,545			
Ad Revenue	10,706	13,184	5,577	12,787	12,787		7,210	(129.3%)
Admin Fees	2,444	6,626	1,000	7,000	7,000		6,000	(600.0%)
Insurance Fee	9,002	5,061	7,000	6,000	6,000		(1,000)	14.3%
Vending Machines	918							#DIV/0!
Resale Materials	108	442	250	250	250			
Grants - Federal	20,300	5,062	7,000	7,000	7,000			
Donations	39,590	9,484	100	100	100			
Grants Other	5,865	2,636	16,250	9,000	9,000		(7,250)	44.6%
Misc Revenue	7							#DIV/0!

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Refund	5,646	7,868	9,661	9,661	9,661			
Total Revenue	-678,770	-781,062	-652,232	-715,534	-715,534		-63,302	9.7%
Expenses								
Wages								
Salaries & Wages	465,863	580,864	608,988	631,936	631,936		22,948	3.8%
Wages Student	173,622	107,999	160,137	171,025	171,025		10,888	6.8%
Wages on Call	2,000	1,750	5,884	5,884	5,884			
Wages Overtime			1,997	1,997	1,997			
Wages Vacation	36,165	28,352	10,699	11,137	11,137		438	4.1%
Wages Stats	24,249	22,980						#DIV/0!
Wages Sick Pay	23,623	13,575						#DIV/0!
Wages Health & Safety	91	882						#DIV/0!
Wages Pandemic	13,749							#DIV/0!
Total Wages	739,362	756,402	787,705	821,979	821,979		34,274	4.4%
Employee Benefits & Expenses								
Employee Benefits	189,395	200,840	192,265	206,678	206,678		14,413	7.5%
Clothing Allowance	3,631	1,417	4,275	4,275	4,275			
Boot Allowance	649	873	2,438	2,438	2,438			
Mileage	926	481	2,163	2,163	2,163			
Training	2,748	5,868	7,890	7,890	7,890			
Memberships	1,068	1,979	2,550	2,550	2,550			
Total Employee Benefits & Expenses	198,417	211,458	211,581	225,994	225,994		14,413	6.8%
Total Wages & Benefits	937,779	967,860	999,286	1,047,973	1,047,973		48,687	4.9%
Operating Expenses								
Contracted Services	60,278	49,640	50,113	57,929	57,929		7,816	15.6%
Advertising			355				-355	(100.0%)
Legal Services	64							#DIV/0!
Insurance	74,655	87,015	87,488	99,799	99,799		12,311	14.1%
Lab Services	57	47	48	48	48			
Software Licence	7,787	9,880	7,908	10,224	10,224		2,316	29.3%
Bldg Mtce	18,428	11,127	18,274	20,274	20,274		2,000	10.9%
Equip Mtce	15,368	19,607	24,303	25,552	25,552		1,249	5.1%
Mat'l Ice Plant	38,373	67,978	42,815	42,815	42,815			
Material & Supplies	92,668	60,266	79,110	78,371	78,371		-739	(0.9%)
Office Supplies	87	313	218	227	227		9	4.1%
Other Fees & Licences		606						#DIV/0!
Fuel	3,341	3,959	6,132	5,627	5,627		-505	(8.2%)
Natural Gas	14,457	11,874	9,138	38,391	38,391		29,253	320.1%
Propane	69,454	47,224	67,463	46,280	46,280		-21,183	(31.4%)

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Hydro	164,986	192,282	204,377	215,357	215,357		10,980	5.4%
Water & Sewer	44,130	19,429	50,451	46,711	46,711		-3,740	(7.4%)
Property Taxes	4,185	9,740	4,437	9,211	9,211		4,774	107.6%
Equip Rental	7,846	8,175	7,973	8,257	8,257		284	3.6%
Telephone	7,649	7,224	9,326	8,287	8,287		-1,039	(11.1%)
Strategic Initiatives		21,042	50,000				-50,000	(100.0%)
Pandemic Costs	204							#DIV/0!
Write Off	-1,161	3,904						#DIV/0!
Costs of Inventory Sold		959		26	26		26	#DIV/0!
Bank Charges	10,014	12,171		12,500	12,500		12,500	#DIV/0!
Total Operating Expenses	632,870	644,462	719,929	725,886	725,886		5,957	0.8%
Departmental Tax Requirements (Revenue)	891,879	831,260	1,066,983	1,058,325	1,058,325		-8,658	(0.8%)
Reserve Transfers								
Transfer to Reserve	175,818	28,730	28,730	27,730	27,730		-1,000	(3.5%)
Transfer from Reserve	-98,647	-32,000	-32,000	-2,000	-2,000		30,000	(93.8%)
Total Reserve Transfers	77,171	-3,270	-3,270	25,730	25,730		29,000	(886.9%)
Net Departmental Position	969,050	827,990	1,063,713	1,084,055	1,084,055		20,342	1.9%
Other Expenses								
Total of Department	969,050	827,990	1,063,713	1,084,055	1,084,055		20,342	1.9%
PLANNING AND DEVELOPMENT								
Revenue								
Ad Revenue	3,906		5,645	4,045	4,045		(1,600)	28.3%
Admin Fees		1,085	500	500	500			
Grants - Provincial	110,184	3,762	12,360	12,360	12,360			
Grants - Other Govs	4,294							#DIV/0!
Donations				350	350		350	#DIV/0!
Grants Other	2,500		5,500	22,000	22,000		16,500	(300.0%)
Misc Revenue		40		500	500		500	#DIV/0!
Due to Ont flow-through		91,430						#DIV/0!
Tile Drain on Taxes	75,026	75,026	75,026	75,026	75,026			
Cleanout Asses	22,080		80,000	80,000	80,000			
Total Revenue	-217,990	-171,343	-179,031	-194,781	-194,781		-15,750	8.8%
Expenses								
Wages								
Salaries & Wages	39,934	63,904	73,480	114,591	114,591		41,111	55.9%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Wages Student	7,474	3,071	3,033	3,239	3,239		206	6.8%
Wages Overtime	235	134						#DIV/0!
Wages Vacation			191	199	199		8	4.2%
Total Wages	47,643	67,109	76,704	118,029	118,029		41,325	53.9%
Employee Benefits & Expenses								
Employee Benefits	19,272	25,557	21,764	29,621	29,621		7,857	36.1%
Clothing Allowance			300	300	300			
Mileage		30	373	200	200		-173	(46.4%)
Conferences			1,545	1,545	1,545			
Training			1,854	1,854	1,854			
Memberships	5,957	5,041	6,307	5,887	5,887		-420	(6.7%)
Total Employee Benefits & Expenses	25,229	30,628	32,143	39,407	39,407		7,264	22.6%
Total Wages & Benefits	72,872	97,737	108,847	157,436	157,436		48,589	44.6%
Operating Expenses								
Contracted Services	21,593	61,557	134,670	151,511	151,511		16,841	12.5%
Advertising	13,665	4,760	10,900	3,636	3,636		-7,264	(66.6%)
Eng Services	28,082	26,366	26,203	27,251	27,251		1,048	4.0%
Legal Services	5,632	2,691	6,000	6,240	6,240		240	4.0%
Software Licence	7,416	8,142	7,450	8,748	8,748		1,298	17.4%
Material & Supplies	5,826	4,465	10,639	17,085	17,085		6,446	60.6%
Office Supplies		50						#DIV/0!
Publications	1,369	5,556	4,900	8,296	8,296		3,396	69.3%
Vehicle Licences								#DIV/0!
Meeting		9						#DIV/0!
Fuel		76	530	551	551		21	4.0%
Hydro	2,569	2,995	3,350	3,484	3,484		134	4.0%
Room Rental								#DIV/0!
Telephone	701	1,268	991	1,030	1,030		39	3.9%
Strategic Initiatives	36,300	8,328	41,776	47,897	47,897		6,121	14.7%
Due to Ont flow-through	55,441	54,035	55,307	55,307	55,307			
Business Events		267	7,500	5,000	5,000		-2,500	(33.3%)
DT Revitalization P.	9,723	2,024	7,000	12,890	12,890		5,890	84.1%
DT Revitalization C.	4,821	2,035	7,000	6,500	6,500		-500	(7.1%)
DT Revitalization T.	4,821	3,977	7,000	6,500	6,500		-500	(7.1%)
DT Revitalization A.			3,500	3,500	3,500			
Youth Council			1,000				-1,000	(100.0%)
Grants to Landowner		91,430						#DIV/0!
Community Grant	97,181	1,832						#DIV/0!
Council Projects/Grants	33,380	29,264	35,598	35,598	35,598			
Interest	19,585	11,286	19,719	19,719	19,719			
Total Operating Expenses	348,105	322,413	391,033	420,743	420,743		29,710	7.6%

Budget Review Dept Summary Consolidated

MUNICIPAL SERVICES

			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Departmental Tax Requirements (Revenue)	202,987	248,807	320,849	383,398	383,398		62,549	19.5%
Reserve Transfers								
Transfer to Reserve	20,716							#DIV/0!
Transfer from Reserve	-84,636	-15,000	-15,000				15,000	(100.0%)
Total Reserve Transfers	-63,920	-15,000	-15,000				15,000	(100.0%)
Net Departmental Position	139,067	233,807	305,849	383,398	383,398		77,549	25.4%
Other Expenses								
Total of Department	139,067	233,807	305,849	383,398	383,398		77,549	25.4%
Total MUNICIPAL SERVICES	6,084,768	5,918,979	6,515,793	6,923,353	6,987,046	63,693	471,253	7.2%

Schedule D

revised Feb 26 2024

Grant and Donation Policy Summary of Budget Considerations for 2024 By-Law 45-2021

Total Budget Available for 2023	35,598
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Total Budget Available for 2024	35,598
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** no change reflected in 2024 Budget

		2024 Proposed Budget
		Grant Request
Schedule B	Application Forms Received	124,464
Additional Requests (insert date)		
	sub-total	124,464
Schedule D	Financial Commitments	9,610
Schedule E	Facility Commitments	21,536
	Balance of year contingency fund	(127)
		155,610
		35,598

Schedule D			
The Corporation of the Municipality of Arran-Elderslie			
Grant and Donation Policy			
Schedule D - Application Form			
Grant and Donation Requests for 2024			
By-Law 45-2021			
Organization	Project Description	Amount Requested	2024 Proposed Donation
Crime Stoppers of Grey Bruce (Monetary Donation)	Crime Stoppers of Grey Bruce is requesting core funding from the Municipality of Arran-Elderslie in the amount of \$2,500 annually for the next two years to be used toward ongoing operational expenses. Without the assistance of your municipality the program is at risk of having to close due to lack of funding. Funding could be a mix toward promotional/educational materials, displays during community events, and office administrative costs such as salary, phone lines, equipment upkeep, and supplies. Our program serves Grey and Bruce counties, including the Municipality of Arran-Elderslie, by allowing the public to anonymously report information about unsolved crimes, crimes about to occur, and the locations of wanted persons, illicit drugs, and stolen property. We offer anonymous cash rewards for up to \$2,000 for successful tips. Tips can be given anonymously by phone at 1-800-222-TIPS (8477), by Web Tip at www.cstip.ca, or via our P3 Tips Mobile app. ** \$2,000 Grant provided in 2020 and 2021; \$2,000 was requested in 2022 and was not awarded due to budget constraints; \$500 was awarded in 2023	\$ 2,500	\$ 250
Trinity Theatre (Monetary Donation)	We are raising funds for the creation of P150: Paisley Past and Present (P150), a 'community play' celebrating the history of Paisley from pre-settlement to today. The community play is an inclusive, intergenerational series of events consisting of research, interviews, podcasts, community meetings, interactive workshops, generativity sessions, history talks, animated walking tours, sketches, all culminating as a theatre event - all generated by members of the community. We have submitted proposals to Canadian Heritage Community Anniversaries Program and ESDC New Horizons for Seniors Program to fund this project. These organizations favour projects that bring money from other sources. Trinity is committed to ensuring there will be meaningful opportunities for seniors to participate in our village festivities and to that end, seniors will be involved in every aspect of the project, as leaders, mentors, volunteers, and attendees. Funding support from the municipality will be used to make heritage podcasts with local youth interviewing seniors sharing their lived experiences in Paisley. Paisley's oral and visual history can only be created with the engagement and assistance of local seniors. Paisley Artscape Society, Paisley Rotary, Paisley Legion and Paisley Agricultural Society, have committed their support to the P150 project, and will be providing in-kind contributions. They will also provide assistance in the identification of seniors to be interviewed by local youth for the podcast series. The series will highlight their lived experiences along community infrastructure themes of civics, heritage, education, commerce, health, environment, faith, and arts. Podcast interviews will commence in the spring 2024 and be carried out throughout the year. Summaries of these podcasts will be published in a P150: Paisley Past and Present commemorative coffee table book, along with other community play activities and events.	\$ 2,500	\$3000 Committed by Res 2023-134
Tara Coed SloPitch (In Kind Request)	We had a fundraising tournament and wish to use the proceeds to donate/build dugout structure for the "B" diamond in Tara. We are requesting our fee for using the facilities on September 22,23,24 be waived as we are donating the proceeds back to the municipality via fixed non removable dugout structures for the Tara B diamond. We have some additional funds to add to this donation request and have contractors in which have agreed to assist/volunteer in the construction of said structures. ** This is a new request, no previous grants have been awarded for this initiative	\$ 1,438	\$ 1,438
Tara Curling Club (Monetary Donation OR Interest Free Loan)	The Tara Curling Club is requesting funds in the form of either a Monetary Donation or Interest Free Loan of up to \$60,000 for the purposes of complete replacement of the current, aged ammonia-based refrigeration (ice) plant with a nonammonia, current, skid-mounted and vendor-supported plant from Berg Chilling Systems Inc. (see additional details in the attached budgetary quotation). The complete replacement cost is expected to be between \$200-250k, and the requested funds, coupled with the \$150k requested via the Ontario Trillium Foundation grant (assuming a successful application) and funds held in reserve by the TCC will be used to cover the cost of the replacement, with the repayment amount requested to be spread over 10 years. This funding is necessary to permit the vendor to be retained to complete the replacement during the offseason in 2024, while fundraising efforts ramp-up by the TCC to repay the loan (due to the impacts of COVID, fundraising for this effort were not pursued at a time when restrictions prevented normal club operations, and we now navigate a return to normal this our plant replacement as a focus of our club). As details provided are limited, we do hope to meet to discuss our project and financial assistance requested and answer any questions that may be asked. Included as references are the submitted Ontario Trillium Foundation grant package and a budgetary quotation from Berg with details regarding proposed project cost, technical details. As of the date of this application, we have not been informed of the status of our Ontario Trillium Foundation grant application, nor have we entered any agreement with Berg or any other vendor/supplier regarding the replacement of our plant. ** This is a new request, no previous grants have been awarded for this initiative	\$ 60,000	
ATES Grads (In-Kind request)	We have a large group of graduating students this year which implies extra costs for our year end trip. Lots of families are working hard to fundraise so every student can participate but not having to worry about the cost to rent a space for the grad event would be amazing. We are fundraising for our graduation trip to Niagara and to be honest, not having to pay to rent this space for grad would be a huge relief. Our grads will enjoy their grad ceremony at the Arran Tara Community Centre without having to worry about cost. ** This is a new request, no previous grants have been awarded for this initiative	\$ 1,000	\$ 665

The Corporation of the Municipality of Arran-Elderslie Grant and Donation Policy Schedule D - Application Form Grant and Donation Requests for 2024 By-Law 45-2021			
Organization	Project Description	Amount Requested	2024 Proposed Donation
Paisley Blues Festival (In-Kind Contribution)	133-10-2023 Moved by: Deputy Mayor Shaw Seconded by: Councillor Steinacker Be it Resolved that Council hereby supports Paisley Blues Festival on the submission of the Heritage Canada Building Communities Through Arts and Heritage – Local Festivals application with In-Kind municipal support by waiving rental fees for the use of the Paisley Community Centre and providing staff services to set up/take down of tables and chairs at the festival venue for the Paisley Blues Festival in 2024 for the cost of approximately \$1,300.	\$ 1,300	\$1300 Committed by Res 2023-133
The Chesley Nursery School (Monetary Donation)	The Chesley Nursery School is looking to start up our pancake fundraiser again for 2024. Due to Covid-19, we have had to put it on hold, but we are excited to bring it back for our 45th anniversary. The funds will be used for general operating expenses of the program. Your donation will ensure the longevity of this fundraising event which has been a community staple and we hope to bring back the event to its former glory.	\$ 426	\$ 426
Tara Horticultural Society (Monetary Grant / Interest Free Loan)	To allow the Tara Horticultural Society to mark its 100th anniversary in 2024 with a community initiative. We are not for profit organization and as such do not hold a budget to support the up-front costs associated with the initiative we would like to complete in 2024. The intention of this project is for the Tara Horticultural Society (THS) to facilitate the planting of 100 trees in the village of Tara and surrounding Arran Township in celebration of the society's 100th anniversary. This is a cost-neutral initiative meaning it is not intended to generate excess funds that would support another project or expense incurred by the society. This project requires significant collaboration with the municipality for both financial and human resources. This project plan is being submitted as a starting point allowing flexibility to slightly revise plans and logistics as required upon further consult with stakeholders. It is our hope that these trees will effectively commemorate the role of the Tara Horticultural Society, that has been blooming in the community for 100 years, adding beauty that will continue to grow for years to come.	\$ 15,000	
Allenford Community Centre (Monetary Grant)	The initiative is to raise enough money to fix the roof on our Community Centre. The funds will be put towards the construction cost of fixing the roof. The Construction will also greatly improve the insulation value of the structure. This will have a significant reduction in the annual operation costs of the centre for decades into the future. The Community Centre is designated as the Emergency Response Centre for the area. It is also a community gathering area with park, playground and two large meeting rooms. Used for community events, winter/summer sports for all ages and community fund raising. The Centre is also used to hold family reunions, celebrations of life and Stage & Doe's. As a resident of Allenford and a member of the Allenford Improvement Association I can speak to the significant and integral role the ACC provides to our community and surrounding area. Not only does it host most of the community events, its park and playground has been a safe refuge for outdoor activities enjoyed by all residence of Allenford. The community Centre also stands as a beacon of Allenford pride and heritage that has stood for over 100 years and we are hope for 100 more. We need to raise \$210,000 in order to replace the roof on the community centre. We are asking for a donation to help us achieve this goal and secure the future to the center that is so essential to our community. ** This is a new request, no previous grants have been awarded for this initiative	\$ 10,000	
Bruce County Heritage Association (Monetary Donation)	The annual Heritage Farm Show brings participants, volunteers, vendors and visitors to share in portraying and experiencing our agricultural heritage. The weekend consists of antique farm equipment, accessories, artefacts, literature and lore being shared and demonstrated. The weekend events include farm equipment demonstrations, early railway demonstrations, heavy horse plowing, sheep shearing, field work demonstrations, a working sawmill, tractor pulls, a lifestyles program and games and play areas for children. Evenings bring family, friends and new visitors together to enjoy meals and entertainment strengthening community and camaraderie. Sponsorship funds are used to cover the expenses associated with hosting the 2024 Heritage Farm Show (28th annual show). Financial support from the municipality will enable the dedicated volunteers of the organization to continue to offer a high caliber event that brings 16,000+ (people days) to the local area supporting local businesses. Financial support will be used toward the 2024 show expenses including transportation of heavy equipment, fuel, advertising and promotional materials. Having the finances to bring in large equipment unique to our agricultural heritage, such as steam traction engines are of great interest and encourage weekend participants and attendees. With additional funding for advertising and promotional materials, a larger demographic area can be reached inviting guests and participants to join us at our annual event.	\$ 5,000	
Paisley Community Enhancement Association (Monetary Donation plus interest free loan)	Paisley Community Enhancement Association (PCEC) is actively fundraising for, planning and organizing an inclusive weekend event to celebrate Paisley's 150th Anniversary. The intended weekend is July 12-14 2024. The event will include a parade, heritage walking tours, historical displays, live music, childrens activities, art vendors, food vendors and more. We are providing an opportunity for local businesses to benefit from the draw of this event and for other groups to fundraise. Firefighters and Rotary Club are to provide a breakfast by donation, Agricultural Society to host a dinner, the Curling Club to host a BBQ, and artists on the River to feature local art vendors on Saturday 10-4. This event is meant to bring the community together to celebrate our heritage and take pride in our Village. It is an opportunity to meet new people, and reconnect with old friends, while supporting local businesses, services clubs and groups that add value to Paisley. Funds would be applied towards our total fundraising goal. Funds are needed to pay for entertainment, amenities, and costs associated with setting up, tearing down and facilitating the event. Detailed budget/estimates will be provided. (\$15,000 interest free loan, \$10,000 monetary donation)	\$ 25,000	\$ 2,000

The Corporation of the Municipality of Arran-Elderslie			
Grant and Donation Policy			
Schedule D - Application Form			
Grant and Donation Requests for 2024			
By-Law 45-2021			
Organization	Project Description	Amount Requested	2024 Proposed Donation
Youth Literacy Council	January 27 2024 is family literacy day, a day to highlight the importance of the development of literacy and numeracy skills in our children and youth. Children in our area are still struggling to make up for the difficulties encountered during online learning. Financial assistance from the Municipality of Arran-Elderslie would help with outreach to community members in your area and help develop our literacy library. We are looking for funding in the amount of \$300. The South Grey Bruce Literacy Council is a charitable organization which has been providing assistance to children and youth for over twenty-five years. The success of this established program is well documented and we continue to adapt and evolve with the needs of the community. We are currently working with students out of our office in Hanover and the Chesley Library. We provide free, confidential learning assistance to children and youth aged 6-18, who are struggling with reading, writing, and/or math. We provide training and resources to volunteers who help support these students. It has been proven that help received early in life can help a young person improve their literacy and numeracy skills, resulting in the development of confidence and the potential for future growth. We obtain funding from various organizations, donations and fundraising events. But as always municipal funding is vital, both in helping us deliver our literacy program, and because it demonstrates your awareness and commitment to supporting the children and youth of our community. We currently have no paid staff and the SGBYLC is being run entirely by volunteers. Please	\$ 300	\$ 300
Chesley Hospital Foundation	\$10,000 awarded in 2023 to go towards equipment - \$2,600 in 2022 - note, the \$10,000 awarded in 2023 was never sent so it has been reserved for use in future years		
Total Grant Requests Received by Application Form		\$ 124,464	\$ 9,379
Additional Requests Received by Correspondence/Delegation of Council During Budget Meetings			
Additional Requests Received			
		\$ 124,464	

Schedule D

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

2024 Grant Budget

Community Events Funding			
Temporary Seed Financing	Annual Repayment		
Liability Insurance Coverage	50% to a maximum of \$2,000		
Disaster Relief			
Case-by-case Basis	In accordance with donations made by other local municipalities		
Employee's Christmas			
Annual Christmas Dinner	Open to all employees on payroll at the time of the event	\$	-
Enhancement of Parks and Roadsides			
Chesley Horticultural Society/ Chesley Chamber of Commerce	Up to \$1,500 with receipts or invoices	\$	-
Friends of Paisley Flower	Up to \$1,500 with receipts or invoices	\$	-
Tara Horticultural Society	Up to \$1,500 with receipts or invoices	\$	-
** for maintenance of Municipal Parks	\$300 with receipts or invoices	\$	-
** for watering per Res.8-147-2014	\$1,500 annually	\$	-
Fall Fairs			
Arran-Tara Agricultural Society	\$500 plus rental fees for free-use days	\$	500.00
Chesley Agricultural Society	\$500 plus rental fees for free-use days	\$	500.00
Paisley Agricultural Society	\$500 plus rental fees for free-use days	\$	500.00
Firefighters – Municipal Fire Departments			
Chesley	\$250 – Christmas Holiday Celebrations	\$	250.00
Paisley	\$250 – Christmas Holiday Celebrations	\$	250.00
Tara	\$250 – Christmas Holiday Celebrations	\$	250.00
Memorials			
Sitting member of Council or an Employee	Floral memorials, \$75		
Immediate family member of a sitting member of Council or an Employee	Monetary donation of \$50	\$	200.00
Local public figure, at direction of Council	Monetary donation of \$50		
Non-Municipal Community Centres			
West Arran Community Centre	50% of property taxes or \$800	\$	800.00
Parades			
Local Group, Sponsorship of a Christmas Parade	\$300	\$	900.00
Remembrance Day Support of Royal Canadian Legions			
Chesley	One wreath	\$	120.00
Paisley	Two wreaths	\$	120.00
Tara	One wreath	\$	120.00
Schools Cleanup			
Urban municipal parkland or roadside	\$100 per school		
Rural municipal roadside	\$500 per school		
Schools Commencement			

Schedule D

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

2024 Grant Budget

Graduation Award Ceremony	Up to \$100 and a history book, per elementary school	
Secondary School Graduate	\$100	300
Long-term Achievement Award	In lieu of Annual Awards	
		\$ 4,810.00

**** these items have been reallocated to the respective departments operating budget**

Grants and Donations by Council **\$ 4,810.00**

\$ 4,810.00

Schedule D

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

Rates determined by Fees & Charges By-Law		# Days	2024 Commitment (Tax Excl)
Chesley Curling Club			
Kitchen use Boardroom	15 days annually	15	\$1,387.65
Hall, kitchen and boardroom	1 day annually	1	\$703.70
Curling club floor during off ice season	4 days annually	4	\$2,910.36
** as per agreement			
Paisley Curling Club			
Hall and Kitchen	2 days annually	1	\$884.96
** as per agreement			
Tara Curling Club			
Hall and kitchen	1 day annually	1	\$884.96
** as per agreement			
Tara Festival of Crafts			
Reduced fees	3-day annual event	3	\$238.34
** as per agreement			
Chesley Kinsman Club			
Kinsmen Pavillion	3 days annually for July Fest	3	\$795.69
Kinsmen Pavillion	20 days annually	20	\$5,304.60
** as per agreement			
Chesley Agricultural Society			
Building and grounds for Fall Fair	3 days annually	3	\$3,338.07
Hall and kitchen for Jamborees	2 days annually	2	\$1,094.76
** as per agreement			
Tara Agricultural Society			
Building and grounds for Fall Fair	3 days annually	3	\$3,992.93
** as per agreement			
			21,536.02

**Capital Financial Report
Budget
2024**

February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
MUNICIPAL SERVICES									
GENERAL GOVERNMENT									
GENERAL SERVICES									
24-GENG-0010 replace 7 laptops and upgrade RAM on 29 existing laptops		16,774				16,774			
Total GENERAL SERVICES		16,774				16,774	0	0	0
Total GENERAL GOVERNMENT		16,774	0	0	0	16,774	0	0	0
FIRE PROTECTION SERVICES									
COMMON									
23-FIRE-0008 EQUIP-Recruit Bunker Gear	02-2017	15,000					15,000		
24-FIRE-0015 Equip-Modernization of Radio Paging and Communication		10,000					10,000		
24-FIRE-0016 Building-2nd Story Live Fire Training Center		10,000		5,000			5,000		
Total COMMON		35,000	0	5,000	0	0	30,000	0	0
CHESLEY									
24-FIRE-0017 EQUIP-Chesley Fire Helmet Replacement		11,000					11,000		
25-FIRE-0006 FLEET-Pumper Fire Truck Chesley		190,000					190,000		
Total CHESLEY		201,000			0	0	201,000	0	0
PAISLEY									
22-FIRE-0004 BLDG-Paisley Fire Hall Construction	02-3820	4,727,515			4,727,515				
Total PAISLEY		4,727,515	0		4,727,515	0	0	0	0
Total FIRE PROTECTION SERVICES		4,963,515	0	5,000	4,727,515	0	231,000	0	0
TRANSPORTATION SERVICES									
BRIDGES & CULVERTS									
21-TRAN-0007 Bridges-2013	02-2830	15,000			15,000				
22-TRAN-0008 BRIDGES - Teeswater, paisley, Dyke Maint.	02-3349	106,000	53,000		53,000				
Total BRIDGES & CULVERTS		121,000	53,000		68,000	0	0	0	0
ROAD NETWORK									
22-TRAN-0007 ROADS - Teeswater Bridge, Paisley - Approaches and Roadway	02-3348	50,000			50,000				
24-TRAN-0027 Trans (E) - Con 10 Elderslie, reconstruct Sdrd 5 intersection (safety)		20,000	20,000		0				
24-TRAN-0034 Roads-Arran Sideroad 20 - Landfill Road		143,500	143,500		0				
24-TRAN-0036 Roads-Arran Con 10 - Cty 10 to GB Line		150,000	150,000		0				
24-TRAN-0037 Roads-Arran B-Line - Cty 17 south Con 4		98,000	98,000		0				
24-TRAN-0049 Roads-(A) Sdrd 20 (10th to 12th)		145,000	145,000		0				
24-TRAN-0051 Roads-Arran B-Line - Con 2 Arran to Con 4 Arran		143,500	143,500						
24-TRAN-0052 Road and Address signs		12,000	12,000						
24-TRANS-0053 Roads (A) Con 10 E – 15sdrd to 10 sdrd. (Swamp rebuild)		175,000			175,000				
24-TRAN-0054 Roads (A) Sdrd15 - Con 10 to Con13SW Swamp(RB53/CW2108)		175,000			175,000				
Total ROAD NETWORK		1,112,000	712,000		400,000	0	0	0	0
SIDEWALKS									
24-TRAN-0047 Sidewalks(C)-2nd Ave SW - 2nd to 3rd St		26,400	26,400		0				
24-TRAN-0048 Sidewalks (T)-Cty 10 - Union St to Rotary Park		28,000	28,000		0				
Total SIDEWALKS		54,400	54,400		0	0	0	0	0
VEHICLES & EQUIPMENT									
24-TRAN-0020 HVY/EQUIP (E) - Backhoe		205,000			205,000				
24-TRAN-0035 Hvy/Equip - (E)- Utility trailer		3,800			3,800				
25-TRAN-0021 VEH&EQUIP (E)- Tandem Plow Truck		215,000			215,000				
Total VEHICLES & EQUIPMENT		423,800			423,800	0	0	0	0
Total TRANSPORTATION SERVICES		1,711,200	819,400	0	891,800	0	0	0	0
ENVIRONMENTAL SERVICES									
WASTE DISPOSAL									
21-ENVS-0001 BLDG-Arran Landfill-Weigh Scales Building	02-3501	60,000			60,000				
Total WASTE DISPOSAL		60,000			60,000				
Total ENVIRONMENTAL SERVICES		60,000			60,000	0	0	0	0
RECREATION AND CULTURE									
ADMINISTRATIVE									
24-RECC-0051 Chesley Lawn Bowling Club Renovation		130,000	115,000	4,000	11,000				

**Capital Financial Report
Budget
2024**

February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
Total ADMINISTRATIVE		130,000	115,000	4,000	11,000	0	0	0	0
PARKS									
21-RECC-0006 Recreation- Paisley Ball Projects	02-3993	15,000			15,000				
22-RECC-0006 PARKS-Paisley Docks, Approaches	02-3994	20,000			20,000				
23-RECC-0039 PARK-Allenford-Community Foundation Grant	02-3955	12,000	6,000		6,000				
24-RECC-0019 PARKS-Chesley Skate Park Equipment Replacement		55,000		55,000					
24-RECC-0043 Tara Basketball Court Refurbishment		25,000		25,000					
24-RECC-0045 Paisley Recreation Truck Replacement		40,000			40,000				
24-RECC-0046 Chesley Park Island Rehabilitation		0			0				
24-RECC-0048 Chesley Ball Diamond 2 Fence Move		14,000		4,000	10,000				
24-RECC-0049 Roger Thorne Park Taffic Barrier		15,000		6,000	9,000				
Total PARKS		196,000	6,000	90,000	100,000	0	0	0	0
FACILITIES									
21-RECC-0013 BLDG-(P)-Comm Ctr 2nd Floor Renovation	02-3975	10,000			10,000				
22-RECC-0008 BLDG-Tara Pool-Leak Repair	02-3986	30,000			30,000				
23-RECC-0015 BLDG-Paisley Arena Floor Replacement	02-3942	65,000			65,000				
23-RECC-0018 BLDG/COMP-Tara Arena Chiller Replacement	02-3952	15,000			15,000				
24-RECC-0016 BLDG-Tara Arena Floor Replacement		120,000			120,000				
24-RECC-0031 EQUIP-Paisley Arena Ice Resurfacer		98,000		10,000	88,000				
24-RECC-0032 EQUIP-Chesley Pool Diving Board		9,000			9,000				
24-RECC-0042 Chesley Arena Stand Heaters		14,000			14,000				
24-RECC-0044 Tara Pool Heater Replacement		7,500			7,500				
24-RECC-0047 Chesley Arena Rubber Floor Replacement		110,000			110,000				
24-RECC-0056 EV Charging Station		20,000	10,000		10,000				
24-RECC-0057 Planting Beds Paisley Arena		15,000			15,000				
21-RECC-0012 Chesley arena roof replacement	02-5015	373,767	274,088		99,679				
Total FACILITIES		887,267	284,088	10,000	593,179	0	0	0	0
LIBRARIES									
24-RECC-0055 Paisley Library - more accessible		88,227	70,582		17,645				
Total LIBRARIES		88,227	70,582		17,645				
Total RECREATION AND CULTURE		1,301,494	475,670	104,000	721,824	0	0	0	0
HEALTH SERVICES									
CLINICS									
24-HLTH-0005 BLDG-Chesley Medical Clinic - roof replacement		30,000						30,000	
Total CLINICS		30,000						30,000	
CEMETERIES									
23-HLTH-0002 LAND/IMP-Fence Work for Tara Cemetery	02-3175	6,005			6,005				
Total CEMETERIES		6,005			6,005	0	0	0	0
Total HEALTH SERVICES		36,005			6,005	0	0	30,000	0
Total MUNICIPAL SERVICES		8,088,988	1,295,070	109,000	6,407,144	16,774	231,000	30,000	0
Total BUILDING SERVICES									
WATER AND SEWER SERVICES									
SEWER									
CHESLEY SEWER SYSTEM									
21-W SSE-0003 Chesley Sewer pumps	02-3302	50,000							50,000
24-W SSE-0029 BLDG-Sewer (C) - Southend Pump Stn.Roof		10,000							10,000
Total CHESLEY SEWER SYSTEM		60,000			0	0	0	0	60,000
PAISLEY SEWER SYSTEM									
21-W SSE-0001 EQUIP-SEWER-P-RAS Pumps	02-3001	20,000							20,000
23-W SSE-0020 EQUIP-SEWER (P)- Diesel Generator	02-3762	75,000							75,000
24-W SSE-0024 Sewer (P) - Ditch Rotor Rebuild WPCP		25,000							25,000
24-W SSE-0025 Sewer (P) - WPCP blower replacement		7,500							7,500
24-W SSE-0026 Sewer (P) - WPCP Alum Tank Replace		50,000							50,000
24-W SSE-0027 Sewer (P) - WPCP Geo-tube replacement		10,000							10,000
24-W SSE-0028 Sewer (P) - Ross St Pp Stn, Level Transducer		5,000							5,000

**Capital Financial Report
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February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
Total PAISLEY SEWER SYSTEM		192,500			0	0	0	0	192,500
TARA SEWER SYSTEM									
22-WSSE-0002 EQUIP-SEWER (T)-Confined spaces, tripod, harness etc.	02-3792	2,073							2,073
23-WSSE-0021 EQUIP-SEWER-(T) Mill Street L.S. Pump#2 Replace	02-3780	18,000							18,000
Total TARA SEWER SYSTEM		20,073			0	0	0	0	20,073
Total SEWER		272,573			0	0	0	0	272,573
WATER									
CHESLEY/PAISLEY WATER SYSTEM									
24-WSWA-0024 Fleet-Water-Pickup Truck		70,000							70,000
24-WSWA-0026 Water(P) Church St., Queen St to Ross St.		45,000							45,000
Total CHESLEY/PAISLEY WATER SYSTEM		115,000			0	0	0	0	115,000
TARA WATER SYSTEM									
23-WSWA-0020 BLDG-WATER-(T)- Roofs replacment @ Well 2 & 3	02-3648	5,000							5,000
23-WSWA-0022 WATER (T) -Francis St Watermains	02-3662	638,000							638,000
24-WSWA-0025 Water(T) - Well #3 Rotorque valve		15,000							15,000
Total TARA WATER SYSTEM		658,000			0	0	0	0	658,000
Total WATER		773,000							773,000
STORMWATER SYSTEM									
STORMWATER									
24-WSST-0006 Storm (T) - Francis St.		389,458	389,458						
24-WSST-007 Storm – Urban stormwater study		40,000							40,000
Total STORMWATER		429,458	389,458	0	0	0	0	0	40,000
Total WATER AND SEWER SERVICES		1,475,031	389,458	0	0	0	0	0	1,085,573
Total Arran-Elderslie - Capital		9,564,019	1,684,528	109,000	6,407,144	16,774	231,000	30,000	1,085,573



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: February 26, 2024

Subject: Award Contract for Portable Washroom Services

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

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Award RFQ 01-2024-01 Portable Washroom Services to Scotty's Potty's for an annual amount of \$ 9,545.00 plus applicable taxes and enter into a two (2) year agreement.

Report Summary

To award the Request for Quotation for portable washroom services within Arran-Elderslie to Scotty's Potty's.

Background

The Municipality annually, from May through October, rent eight (8) portable washrooms at the following locations:

- Allenford Ball Park
- Chesley Ball Diamond
- Chesley Park/Pavilion (accessible unit)
- McTavish Park
- Dr. Milne Park in Paisley
- Paisley River Access (Saugeen River Access Point 9b)
- Paisley River Access (corner of Water Street and Albert Street)
- Tara Downtown Parkette

There is an additional year-round unit located at Riverside Park in Chesley.

Municipal staff requested quotations through an RFQ that was posted on the municipal website and Biddingo. Vendors were asked to quote on the above, plus the servicing /maintenance requirements needed for the municipally owned units at the Arran Landfill, Chesley Landfill and Paisley Splash Pad. Vendors were asked to provide pricing for additional years of service.

Analysis

The RFP closed on Monday February 5, 2024 and three (3) quotations were received:

<u>Vendor</u>	<u>2024 Annual Cost</u>	<u>2025 Annual Cost</u>
Scotty's Potty's	\$ 9,545.00 plus hst	\$ 9,545.00 plus hst
KK Nixon Inc. O/A: Ron Nickason Plumbing, Heating and Septic Pumping	\$ 10,200.00 plus hst	\$ 10,404.00 plus hst
Bluewater Sanitation	\$ 11,256.60 plus hst	\$ 11,256.60 plus hst

Link to Strategic/Master Plan

6.4 Leading Financial Management

Financial Impacts/Source of Funding/Link to Procurement Policy

This service is annually identified within the Recreation and Public Works operating budgets. Approval of service for year 2025 will assist staff to accurately reflect costs in the 2025 budget.

Approved by: Sylvia Kirkwood, Chief Administrative Officer

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
LAND TITLES ACT

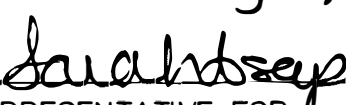
DATE: FEBRUARY 13 2024


GREG RODGER
ONTARIO LAND SURVEYOR

PLAN 3R-10854

RECEIVED AND DEPOSITED

DATE: February 14, 2024


REPRESENTATIVE FOR
LAND REGISTRAR FOR THE
LAND TITLES DIVISION OF
BRUCE (No 3)

SCHEDULE

PART	LOT/BLOCK	PLAN/CON	PIN
1	Part of ALBERT STREET	Townplot Of	Part of PIN 33181-0324
2	Part of ALBERT STREET	Paisley	Part of PIN 33181-0324

THIS PLAN COMPRISES PART OF PIN 33181-0324

PLAN OF SURVEY
OF PART OF
ALBERT STREET
TOWNPLOT OF PAISLEY
VILLAGE OF PAISLEY
MUNICIPALITY OF ARRAN - ELDERSLIE
COUNTY OF BRUCE

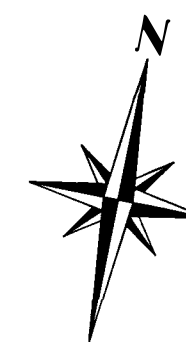
SCALE 1:500

0 10 30 50

Metric

2024

D. CULBERT LTD.
ONTARIO LAND SURVEYOR



NOTES AND LEGEND

BEARINGS HEREON ARE GRID (SEE INTEGRATION CHART FOR DETAILS)

- DENOTES MONUMENTATION FOUND
- DENOTES MONUMENTATION PLANTED
- SIB DENOTES 2.5cm sq. STANDARD IRON BAR
- SSIB DENOTES 2.5cm sq. SHORT STANDARD IRON BAR
- IB DENOTES 1.6cm sq. IRON BAR
- OU DENOTES ORIGIN UNKNOWN
- WIT DENOTES WITNESS
- WH DENOTES VAN HARTEN, O.L.S.
- 823 DENOTES IVAN DINSMORE, O.L.S.
- 1189 DENOTES J.C. WOOD, O.L.S.
- 1661 DENOTES R.F. DORE, O.L.S.
- P1 DENOTES A PLAN OF SURVEY BY (1661) FILE 168638
- P2 DENOTES AN UNSIGNED PLAN BY (WH) DATED MAY 9, 2023
- ALL PINS ARE SUFFIXED (LT) UNLESS NOTED (R)

INTEGRATION DATA

COORDINATES ARE DERIVED FROM GPS OBSERVATIONS
USING SMARTNET NETWORK
AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE)
NAD83 (CSRS) EPOCH 2010
COORDINATE VALUES ARE TO A RURAL ACCURACY IN ACCORDANCE
WITH SECTION 14(2) OF O.REG.216/10

POINT ID	NORTHING	EASTING
A	4905013.34	478542.75
B	4904812.29	478583.12
C	4905015.37	478552.60

CAUTION: COORDINATES CANNOT IN THEMSELVES, BE USED TO
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN
ON THIS PLAN.

DISTANCES SHOWN ON THIS PLAN ARE GROUND AND CAN BE
CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE
FACTOR OF 0.99956

FOR BEARING COMPARISONS, A ROTATION OF 0°55'30" CLOCKWISE
CAN BE APPLIED TO MATCH BEARINGS ON (P1)

METRIC: DISTANCES AND CO-ORDINATES SHOWN ON THIS PLAN
ARE IN METRES AND CAN BE CONVERTED TO FEET BY
DIVIDING BY 0.3048

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT
AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 24TH DAY OF JANUARY, 2024

JANUARY 30, 2024


GREG RODGER
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM
NUMBER Y-69575

D. CULBERT LTD.
ONTARIO LAND SURVEYOR
GODERICH, ONTARIO PHONE: 519-524-5321

DCL
LAND SURVEYOR

DRAWN BY: BDCS
CHECKED BY: DAC

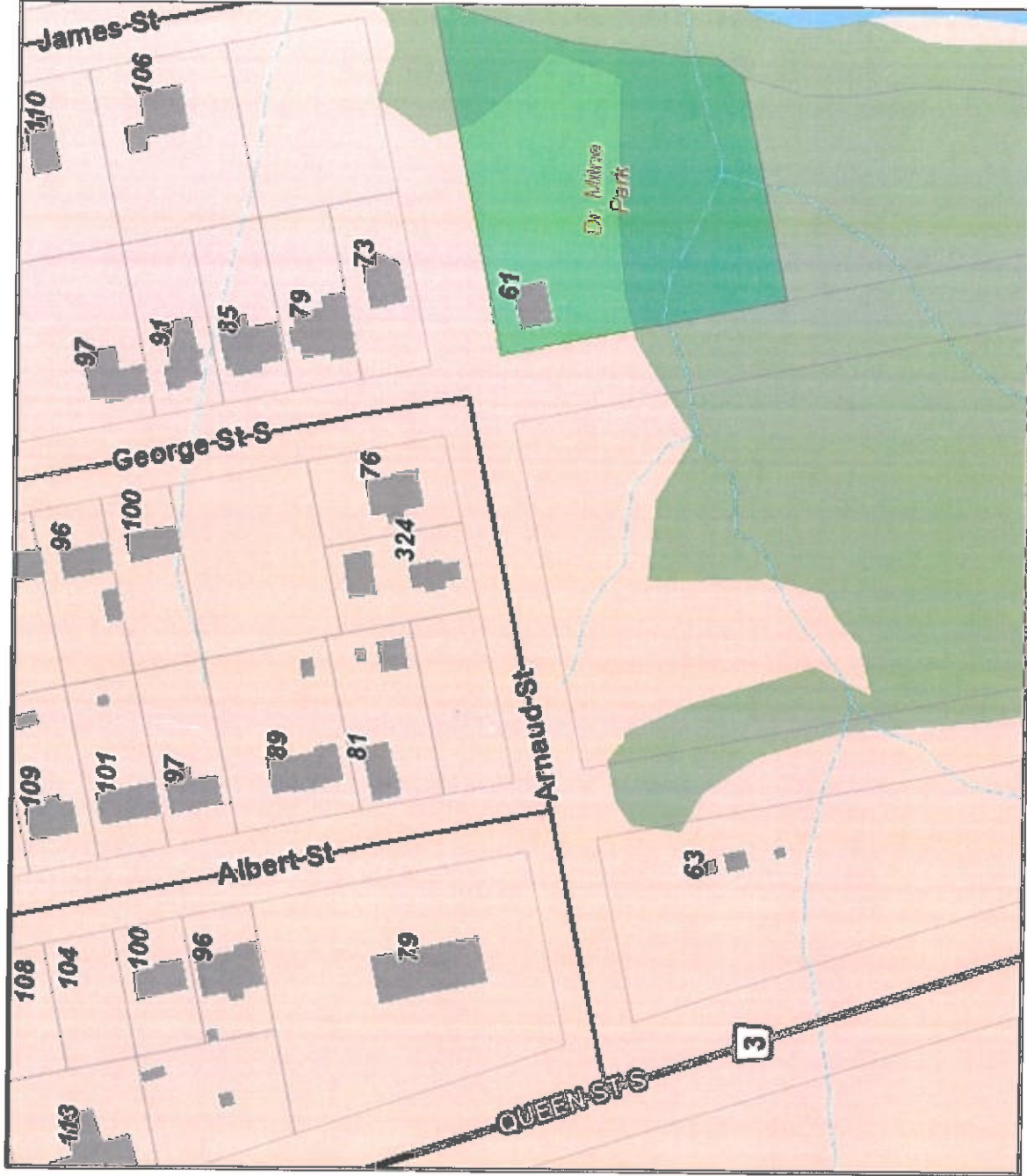
DIGITAL FILE: PY2401R1
FILE No: PAI-0255-0-1

PLAN No:
8-GL-1582

Property Parcel Report

LOT 1 SUB OF LOT 6 Arran-Elderslie

Property Info	
Roll Number	410341000120100
Owner	ARRAN-ELDERSLIE MUNICIPALITY
Civic Address	No civic address here
Municipality	Arran-Elderslie Former Paisley Village
Legal Text	LOT 1 SUB OF LOT 6 ALBERT;E/S
Structures	None here (or information not available)
Frontage	21.95 m (72 ft)
Depth	50.29 m (165 ft)
Area	1,100 sq. m (11,840 sq. ft)
Assessment	Assessed Value: \$32,500 Property Tax:* \$0 * For information purposes only. Please confirm with the Municipal Tax Collector.
Mailing Address	C/O CLERK 1925 BRUCE ROAD PO BOX 70 CHESLEY ON N0G 1L0
Water Service	Municipal
Sanitary Service	Municipal
Hydro Service	Yes
Property Access	Year-round road access
Assessment Detail Current to: 20231015	



Map Scale 1: 1,888

20-Nov-2023

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THIS IS NOT A LEGAL SURVEY DOCUMENT
Disclaimer at maps.brucecounty.on.ca/disclaimer.aspx
Assessment information provided by the Municipal Property Assessment Corporation (MPAC)

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 08– 2024

BEING A BY-LAW TO AMEND SCHEDULE A OF BY-LAW NO. 36-09, AS AMENDED (BEING THE COMPREHENSIVE ZONING BY-LAW OF THE MUNICIPALITY OF ARRAN-ELDERSLIE) RE: PART LOT 28, CONCESSION 12 (DOBBINTON)

Whereas Section 34(1) of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended, provides that: "Zoning by-laws may be passed by the councils of local municipalities:

1. For prohibiting the use of land, for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway.
2. For prohibiting the erecting, locating or using of buildings or structures for or except for such purposes as may be set out in the by-law within the municipality or within any defined area or areas or abutting on any defined highway or part of a highway."

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

1. THAT Schedule "A" of By-law No. 36-09, as amended being the Comprehensive Zoning By-law for the Municipality of Arran-Elderslie, is hereby further amended by changing thereon from Hamlet Commercial 'HC' ZONE to Hamlet Commercial Special with Holding 'HC-08-H' ZONE of the subject lands, as outlined in Schedule 'A', attached hereto and forming a part of this by-law.
2. THAT By-law No. 36-09, as amended, is hereby further amended by adding the follow subsection to Section 13 thereof:

'HC-08-2024-H'

.xx Notwithstanding their (ZONE) 'HC' zoning designation, those lands delineated as HC-08-24-H on Schedule 'A' to this By-law shall be used in compliance with the 'HC' zone provisions contained in this by-law, excepting however:

- i. That the sideyard setback be 3 metres;
- ii. That a Holding (H) provision shall apply to the subject property, and that the holding provision shall be lifted when:
 - a. The owner provides an Archaeological Assessment that has included engagement with the Saugeen Ojibway Nation in accordance with its process and standards, has been completed by an Archaeologist licensed in the Province of Ontario and has been confirmed by the appropriate Ministry to have been accepted into the Ontario Public Register of Archaeological Reports;
 - b. All recommendations of the licensed Archaeologist have been carried out.

READ a FIRST and SECOND time this 12th day of February, 2024.

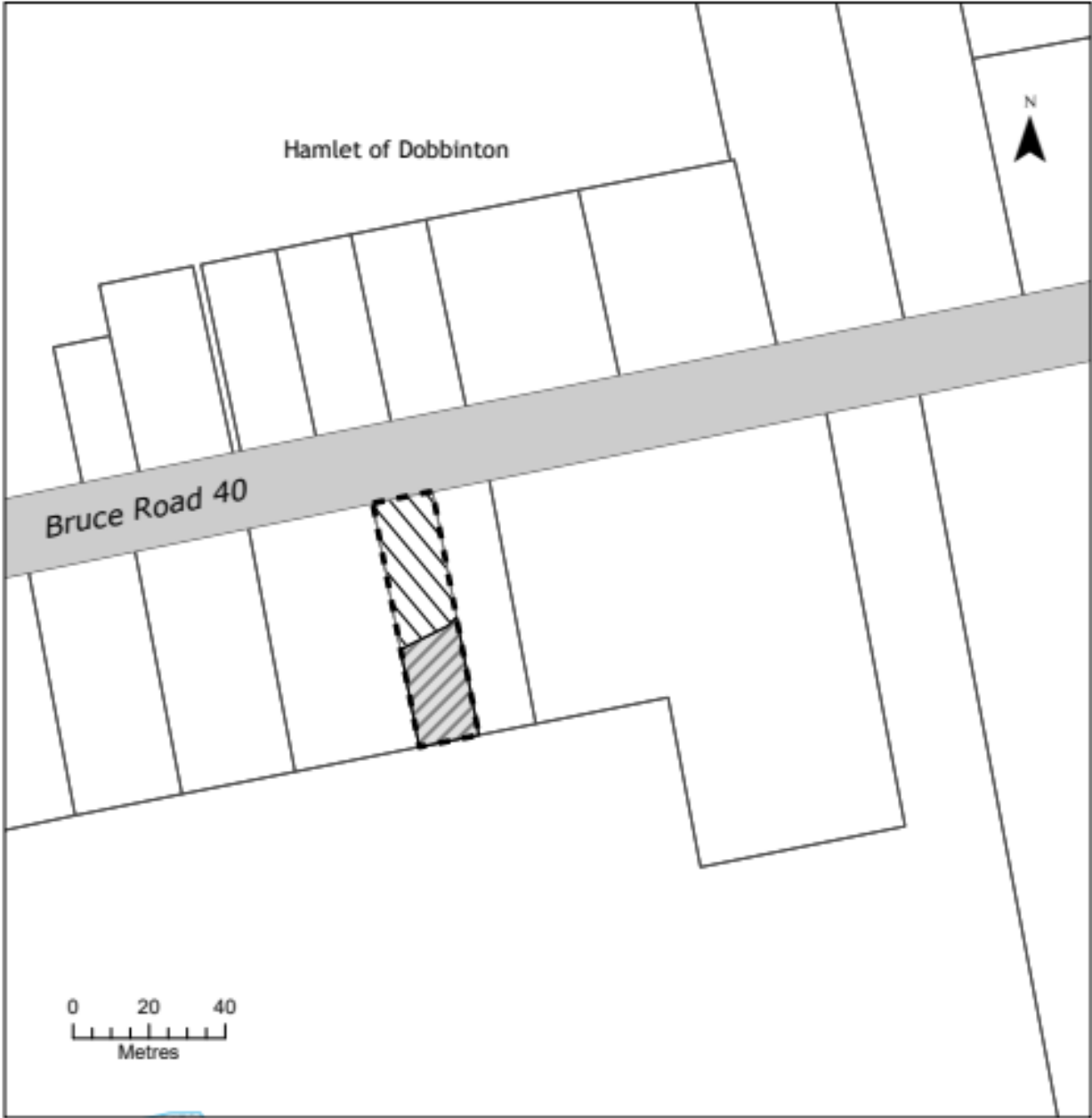
READ a THIRD time and finally passed this ____ day of _____, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald,
Clerk

Schedule 'A'

No civic address - CON 12 PT LOT 28 - Roll # 410338000411600
Municipality of Arran-Elderslie (Elderslie Township)



Subject Property



Lands to be zoned HC-xx-2024-H - Hamlet Commercial Special Holding



Lands to be zoned EP - Environmental Protection

This is Schedule 'A' to the zoning by-law amendment number 08-2024 passed this 26th day of February 2024

Mayor _____
Clerk _____

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

BY-LAW NO. 09-2024

**BEING A BY-LAW TO ADOPT THE BUDGET (ESTIMATES OF
REVENUES AND EXPENDITURES) FOR TAX PURPOSES
FOR THE YEAR 2024**

WHEREAS Section 290 of the *Municipal Act*, S.O. 2001, c.25, as amended, requires municipalities to prepare and adopt a budget for each year that sets out the estimated revenues and expenditures for the municipality;

WHEREAS in accordance with Section 290 of the *Municipal Act*, S.O. 2001, c.25, as amended, Council has considered the sums required during the year for Municipal purposes and is prepared to pass a budget for the year 2024;

WHEREAS it is now necessary to adopt the estimates of revenue and expenditures for the Corporation of the Municipality of Arran-Elderslie; and

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

1. THAT the current estimates of operating revenues and expenditures for tax purposes for the Municipality of Arran-Elderslie are hereby adopted as set out in the attached Schedule "A" to be known as the 2024 Operating Budget.
2. THAT the capital project estimates for expenditures and revenues for tax supported purposes are hereby adopted as set out in the attached Schedule "B", to be known as the 2024 Capital Budget.
3. THAT Schedules "A" and "B" form and becomes part of this By-law.
4. THAT this By-law shall come into force and effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 26th day of February, 2024.

READ a THIRD time and finally passed this 26th day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024								
	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	Actuals	Actuals	Council Approved 2023 Total Budget	Draft 2 Budget	Draft 3 Budget	to Draft 2 \$ Variance	\$ Variance	% Variance
MUNICIPAL SERVICES								
GENERAL GOVERNMENT								
01-1010 General-Council	118,840	128,884	138,409	162,556	162,556		24,147	17.4%
01-1020 General-Program Support	356,059	431,376	312,693	229,617	244,969	15,352	-67,724	(21.7%)
01-1030 General-Asset Management / GIS	-12,423	-10,699	34,887	19,277	19,277		-15,610	(44.7%)
Total GENERAL GOVERNMENT	462,476	549,561	485,989	411,450	426,802	15,352	-59,187	(12.2%)
PROTECTION SERVICES								
01-2005 Protection-General-All								#DIV/0!
01-2010 Protection-Common Fire	140,644	117,639	162,282	177,263	177,263		14,981	9.2%
01-2012 Protection-Chesley Fire	154,005	139,966	136,083	144,471	144,471		8,388	6.2%
01-2014 Protection-Paisley Fire	97,540	112,340	116,606	121,936	121,936		5,330	4.6%
01-2016 Protection-Tara Fire	134,934	135,012	168,897	178,745	178,745		9,848	5.8%
01-2020 Protection-Police	1,171,978	1,156,821	1,132,913	1,160,789	1,160,789		27,876	2.5%
01-2030 Protection- Conservation	31,516		24,020	62,981	62,981		38,961	162.2%
01-2031 Protection-Conservation SVCA	47,297	52,564	51,937	51,937	51,937			
01-2032 Protection-Conservation GSCA	42,226	44,416	44,417	46,612	46,612		2,195	4.9%
01-2045 Protection- Crossing Guards	37,245	43,655	38,125	39,839	39,839		1,714	4.5%
01-2050 Protection-Emergency Measures	6,660	339	2,789	2,901	2,901		112	4.0%
Total PROTECTION SERVICES	1,864,045	1,802,752	1,878,069	1,987,474	1,987,474		109,405	5.8%
TRANSPORTATION SERVICES								
01-2510 Transportation-Roads-Admin	98,938	88,739	99,962	87,770	87,770		-12,192	(12.2%)
01-2511 Transportation-Roads-Admin-Union	335,667	308,497	362,026	384,407	384,407		22,381	6.2%
01-2512 Transportation-Roads-Shop	160,725	147,449	148,722	160,431	160,431		11,709	7.9%
01-2513 Transportation-Roads-Roadside	116,812	104,015	114,937	118,109	118,109		3,172	2.8%
01-2514 Transportation-Roads-Bridges	144,077	161,063	189,364	289,524	353,217	63,693	163,853	86.5%
01-2515 Transportation-Roads-Hardtop	62,022	46,351	54,285	55,632	55,632		1,347	2.5%
01-2516 Transportation-Roads-Gravel	629,888	637,798	655,828	711,014	711,014		55,186	8.4%
01-2517 Transportation-Roads-Safety	39,496	53,837	51,835	48,705	48,705		-3,130	(6.0%)
01-2518 Transportation-Roads-Vehicles	574,597	511,294	558,565	594,155	594,155		35,590	6.4%
01-2520 Transportation-Winter Ctrl-Salt/Sand	86,808	101,243	100,425	100,156	100,156		-269	(0.3%)
01-2521 Transportation-Winter Ctrl-Snow Moving	218,778	184,830	243,583	231,000	231,000		-12,583	(5.2%)
01-2522 Transportation-Winter Ctrl-Standby	15,348	20,402	32,252	33,747	33,747		1,495	4.6%
01-2530 Transportation-Saugeen Mobility & Regional Trans	62,104	107,132	55,947	74,174	74,174		18,227	32.6%
01-2540 Transportation-Parking	3,181	540	3,500	3,745	3,745		245	7.0%
01-2550 Transportation-Street Lighting	59,102	59,172	61,807	64,202	64,202		2,395	3.9%
Total TRANSPORTATION SERVICES	2,607,543	2,532,362	2,733,038	2,956,771	3,020,464	63,693	287,426	10.5%
ENVIRONMENTAL SERVICES								
01-3040 Environmental-Garbage Collection	-127,949	-137,392	-154,488	-153,113	-153,113		1,375	(0.9%)
01-3050 Environmental-Waste Disposal	46,983	51,359	51,626	73,095	73,095		21,469	41.6%
01-3060 Environmental-Recycling	97,591	101,401	101,235	116,150	116,150		14,915	14.7%
Total ENVIRONMENTAL SERVICES	16,625	15,368	-1,627	36,132	36,132		37,759	(2,320.8%)
HEALTH SERVICES								
01-4000 Health-Physician Recruitment				8,688	8,688		8,688	#DIV/0!
01-4002 Health-Clinic-Chesley		-58,720		33	33		33	#DIV/0!

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024								
	2022	2023	2023	2024	2024	Draft 3	Budget	Budget
	Actuals	Actuals	Council Approved 2023 Total Budget	Draft 2 Budget	Draft 3 Budget	to Draft 2 \$ Variance	\$ Variance	% Variance
01-4004 Health-Clinic-Paisley	1	3,013		137	137		137	#DIV/0!
01-4010 Health-Cemetery-Common	-8,007	-19,704	3,663	3,810	3,810		147	4.0%
01-4011 Health-Cemetery-Arran	6,810	3,966	3,770	3,986	3,986		216	5.7%
01-4012 Health-Cemetery-Chesley	25,798	28,281	26,381	28,729	28,729		2,348	8.9%
01-4013 Health-Cemetery-Elderslie	2,779	3,814	4,570	4,785	4,785		215	4.7%
01-4014 Health-Cemetery-Paisley	6,754	10,326	11,074	11,601	11,601		527	4.8%
01-4016 Health-Cemetery-Tara	-8,177	-13,827	1,304	2,304	2,304		1,000	76.7%
Total HEALTH SERVICES	25,958	-42,851	50,762	64,073	64,073		13,311	26.2%
RECREATION AND CULTURE								
01-5001 Rec/Cult-Parkland-Recreation	127,454	125,971	152,826	160,524	160,524		7,698	5.0%
01-5015 Rec/Cult-Admin	87,087	118,189	143,223	136,905	136,905		-6,318	(4.4%)
01-5020 Rec/Cult-Common H&S	4,723	8,227	14,101	15,111	15,111		1,010	7.2%
01-5210 Rec/Cult-Programs-AE Programs	54,043	51,924	40,601	48,100	48,100		7,499	18.5%
01-5220 Rec/Cult-Programs-Day Camp	-14,599	-5,986	-3,982	-10,627	-10,627		-6,645	166.9%
01-5311 Rec/Cult-Parks-Ball Field-Arran/Allenford	1,356	10,826	1,941	2,913	2,913		972	50.1%
01-5312 Rec/Cult-Parks-Ball Field-Chesley	6,061	11,482	8,201	8,589	8,589		388	4.7%
01-5314 Rec/Cult-Parks-Ball Field-Paisley	1,435	2,974	3,061	2,877	2,877		-184	(6.0%)
01-5316 Rec/Cult-Parks-Ball Field-Tara	8,183	7,134	7,018	6,266	6,266		-752	(10.7%)
01-5322 Rec/Cult-Parks-Splashpad-Chesley		526	1,000	1,205	1,205		205	20.5%
01-5324 Rec/Cult-Parks-Splashpad-Paisley		736	1,000	1,205	1,205		205	20.5%
01-5326 Rec/Cult-Parks-Splashpad-Tara		2,511	1,000	1,205	1,205		205	20.5%
01-5411 Rec/Cult-Facilities-CC Arran/Arkwright	4,234	7,559	2,630	2,673	2,673		43	1.6%
01-5412 Rec/Cult-Facilities-Chesley Comm Ctr	205,905	128,208	208,424	206,292	206,292		-2,132	(1.0%)
01-5414 Rec/Cult-Facilities-Paisley Comm Ctr	196,606	149,174	194,391	205,378	205,378		10,987	5.7%
01-5416 Rec/Cult-Facilities-Tara Comm Ctr	153,802	99,198	174,856	173,737	173,737		-1,119	(0.6%)
01-5512 Rec/Cult-Facilities-Chesley Pool	53,465	43,591	27,078	28,535	28,535		1,457	5.4%
01-5516 Rec/Cult-Facilities-Tara Pool	51,066	26,254	40,124	41,289	41,289		1,165	2.9%
01-5612 Rec/Cult-Facilities-Chesley Trailer Park	-2	-5,419		5,897	5,897		5,897	#DIV/0!
01-5712 Rec/Cult-Facilities-Lease-Chesley Town Hall	27,312	22,646	29,531	29,066	29,066		-465	(1.6%)
01-5714 Rec/Cult-Facilities-Lease-Paisley Legion	7,194	1,805	6,551	8,171	8,171		1,620	24.7%
01-5715 Rec/Cult-Facilities-Lease-Paisley LCBO	-6,362	1,023		22	22		22	#DIV/0!
01-5812 Rec/Cult-Libraries-Chesley	-5,779	1,527	-2,721	-2,192	-2,192		529	(19.4%)
01-5814 Rec/Cult-Libraries-Paisley	-508	1,787	516	-2,083	-2,083		-2,599	(503.7%)
01-5816 Rec/Cult-Libraries-Tara	2,457	6,092	3,874	5,080	5,080		1,206	31.1%
01-5914 Rec/Cult-Museum-Paisley	3,915	7,873	8,469	7,917	7,917		-552	(6.5%)
01-5915 Rec/Cult-Paisley Hose Tower		2,156						#DIV/0!
Total RECREATION AND CULTURE	969,048	827,988	1,063,713	1,084,055	1,084,055		20,342	1.9%
PLANNING AND DEVELOPMENT								
01-7010 Plan/Dev-Planning-Zoning	5,632	1,691	35,500	41,940	41,940		6,440	18.1%
01-7220 Plan/Dev-Comm/Ind-Downtown Decor	47,519	48,308	75,111	86,808	86,808		11,697	15.6%
01-7230 Plan/Dev-Comm/Ind- Gravel Pits	6,876	4,166	8,894	9,256	9,256		362	4.1%
01-7300 Plan/Dev-Natural Gas Project								#DIV/0!
01-7410 Plan/Dev-Economic Development	72,477	110,753	152,423	206,422	207,549	1,127	55,126	36.2%
01-7610 Plan/Dev-Tile Drainage	6,560	68,889	33,921	38,972	38,972		5,051	14.9%

Budget Review Dept Summary

MUNICIPAL SERVICES

Schedule A Municipal Services by Department - revised Feb 26 2024			2023	2024	2024	Draft 3	Budget	Budget
	2022	2023	Council Approved	Draft 2	Draft 3	to Draft 2	\$	%
	Actuals	Actuals	2023 Total Budget	Budget	Budget	\$ Variance	Variance	Variance
Total PLANNING AND DEVELOPMENT	139,064	233,807	305,849	383,398	384,525	1,127	78,676	25.7%
Total MUNICIPAL SERVICES	6,084,759	5,918,987	6,515,793	6,923,353	7,003,525	80,172	487,732	7.5%

**Capital Financial Report
Budget
2024**

February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
MUNICIPAL SERVICES									
GENERAL GOVERNMENT									
GENERAL SERVICES									
24-GENG-0010 replace 7 laptops and upgrade RAM on 29 existing laptops		16,774				16,774			
Total GENERAL SERVICES		16,774				16,774	0	0	0
Total GENERAL GOVERNMENT		16,774	0	0	0	16,774	0	0	0
FIRE PROTECTION SERVICES									
COMMON									
23-FIRE-0008 EQUIP-Recruit Bunker Gear	02-2017	15,000					15,000		
24-FIRE-0015 Equip-Modernization of Radio Paging and Communication		10,000					10,000		
24-FIRE-0016 Building-2nd Story Live Fire Training Center		10,000		5,000			5,000		
Total COMMON		35,000	0	5,000	0	0	30,000	0	0
CHESLEY									
24-FIRE-0017 EQUIP-Chesley Fire Helmet Replacement		11,000					11,000		
25-FIRE-0006 FLEET-Pumper Fire Truck Chesley		190,000					190,000		
Total CHESLEY		201,000			0	0	201,000	0	0
PAISLEY									
22-FIRE-0004 BLDG-Paisley Fire Hall Construction	02-3820	4,727,515			4,727,515				
Total PAISLEY		4,727,515	0		4,727,515	0	0	0	0
Total FIRE PROTECTION SERVICES		4,963,515	0	5,000	4,727,515	0	231,000	0	0
TRANSPORTATION SERVICES									
BRIDGES & CULVERTS									
21-TRAN-0007 Bridges-2013	02-2830	15,000			15,000				
22-TRAN-0008 BRIDGES - Teeswater, paisley, Dyke Maint.	02-3349	106,000	53,000		53,000				
Total BRIDGES & CULVERTS		121,000	53,000		68,000	0	0	0	0
ROAD NETWORK									
22-TRAN-0007 ROADS - Teeswater Bridge, Paisley - Approaches and Roadway	02-3348	50,000			50,000				
24-TRAN-0027 Trans (E) - Con 10 Elderslie, reconstruct Sdrd 5 intersection (safety)		20,000	20,000		0				
24-TRAN-0034 Roads-Arran Sideroad 20 - Landfill Road		143,500	143,500		0				
24-TRAN-0036 Roads-Arran Con 10 - Cty 10 to GB Line		150,000	150,000		0				
24-TRAN-0037 Roads-Arran B-Line - Cty 17 south Con 4		98,000	98,000		0				
24-TRAN-0049 Roads-(A) Sdrd 20 (10th to 12th)		145,000	145,000		0				
24-TRAN-0051 Roads-Arran B-Line - Con 2 Arran to Con 4 Arran		143,500	143,500						
24-TRAN-0052 Road and Address signs		12,000	12,000						
24-TRANS-0053 Roads (A) Con 10 E – 15sdrd to 10 sdrd. (Swamp rebuild)		175,000			175,000				
24-TRAN-0054 Roads (A) Sdrd15 - Con 10 to Con13SW Swamp(RB53/CW2108)		175,000			175,000				
Total ROAD NETWORK		1,112,000	712,000		400,000	0	0	0	0
SIDEWALKS									
24-TRAN-0047 Sidewalks(C)-2nd Ave SW - 2nd to 3rd St		26,400	26,400		0				
24-TRAN-0048 Sidewalks (T)-Cty 10 - Union St to Rotary Park		28,000	28,000		0				
Total SIDEWALKS		54,400	54,400		0	0	0	0	0
VEHICLES & EQUIPMENT									
24-TRAN-0020 HVY/EQUIP (E) - Backhoe		205,000			205,000				
24-TRAN-0035 Hvy/Equip - (E)- Utility trailer		3,800			3,800				
25-TRAN-0021 VEH&EQUIP (E)- Tandem Plow Truck		215,000			215,000				
Total VEHICLES & EQUIPMENT		423,800			423,800	0	0	0	0
Total TRANSPORTATION SERVICES		1,711,200	819,400	0	891,800	0	0	0	0
ENVIRONMENTAL SERVICES									
WASTE DISPOSAL									
21-ENVS-0001 BLDG-Arran Landfill-Weigh Scales Building	02-3501	60,000			60,000				
Total WASTE DISPOSAL		60,000			60,000				
Total ENVIRONMENTAL SERVICES		60,000			60,000	0	0	0	0
RECREATION AND CULTURE									
ADMINISTRATIVE									
24-RECC-0051 Chesley Lawn Bowling Club Renovation		130,000	115,000	4,000	11,000				

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February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
Total ADMINISTRATIVE		130,000	115,000	4,000	11,000	0	0	0	0
PARKS									
21-RECC-0006 Recreation- Paisley Ball Projects	02-3993	15,000			15,000				
22-RECC-0006 PARKS-Paisley Docks, Approaches	02-3994	20,000			20,000				
23-RECC-0039 PARK-Allenford-Community Foundation Grant	02-3955	12,000	6,000		6,000				
24-RECC-0019 PARKS-Chesley Skate Park Equipment Replacement		55,000		55,000					
24-RECC-0043 Tara Basketball Court Refurbishment		25,000		25,000					
24-RECC-0045 Paisley Recreation Truck Replacement		40,000			40,000				
24-RECC-0046 Chesley Park Island Rehabilitation		0			0				
24-RECC-0048 Chesley Ball Diamond 2 Fence Move		14,000		4,000	10,000				
24-RECC-0049 Roger Thorne Park Taffic Barrier		15,000		6,000	9,000				
Total PARKS		196,000	6,000	90,000	100,000	0	0	0	0
FACILITIES									
21-RECC-0013 BLDG-(P)-Comm Ctr 2nd Floor Renovation	02-3975	10,000			10,000				
22-RECC-0008 BLDG-Tara Pool-Leak Repair	02-3986	30,000			30,000				
23-RECC-0015 BLDG-Paisley Arena Floor Replacement	02-3942	65,000			65,000				
23-RECC-0018 BLDG/COMP-Tara Arena Chiller Replacement	02-3952	15,000			15,000				
24-RECC-0016 BLDG-Tara Arena Floor Replacement		120,000			120,000				
24-RECC-0031 EQUIP-Paisley Arena Ice Resurfacer		98,000		10,000	88,000				
24-RECC-0032 EQUIP-Chesley Pool Diving Board		9,000			9,000				
24-RECC-0042 Chesley Arena Stand Heaters		14,000			14,000				
24-RECC-0044 Tara Pool Heater Replacement		7,500			7,500				
24-RECC-0047 Chesley Arena Rubber Floor Replacement		110,000			110,000				
24-RECC-0056 EV Charging Station		20,000	10,000		10,000				
24-RECC-0057 Planting Beds Paisley Arena		15,000			15,000				
21-RECC-0012 Chesley arena roof replacement	02-5015	373,767	274,088		99,679				
Total FACILITIES		887,267	284,088	10,000	593,179	0	0	0	0
LIBRARIES									
24-RECC-0055 Paisley Library - more accessible		88,227	70,582		17,645				
Total LIBRARIES		88,227	70,582		17,645				
Total RECREATION AND CULTURE		1,301,494	475,670	104,000	721,824	0	0	0	0
HEALTH SERVICES									
CLINICS									
24-HLTH-0005 BLDG-Chesley Medical Clinic - roof replacement		30,000						30,000	
Total CLINICS		30,000						30,000	
CEMETERIES									
23-HLTH-0002 LAND/IMP-Fence Work for Tara Cemetery	02-3175	6,005			6,005				
Total CEMETERIES		6,005			6,005	0	0	0	0
Total HEALTH SERVICES		36,005			6,005	0	0	30,000	0
Total MUNICIPAL SERVICES		8,088,988	1,295,070	109,000	6,407,144	16,774	231,000	30,000	0
Total BUILDING SERVICES									
WATER AND SEWER SERVICES									
SEWER									
CHESLEY SEWER SYSTEM									
21-WSSE-0003 Chesley Sewer pumps	02-3302	50,000							50,000
24-WSSE-0029 BLDG-Sewer (C) - Southend Pump Stn.Roof		10,000							10,000
Total CHESLEY SEWER SYSTEM		60,000			0	0	0	0	60,000
PAISLEY SEWER SYSTEM									
21-WSSE-0001 EQUIP-SEWER-P-RAS Pumps	02-3001	20,000							20,000
23-WSSE-0020 EQUIP-SEWER (P)- Diesel Generator	02-3762	75,000							75,000
24-WSSE-0024 Sewer (P) - Ditch Rotor Rebuild WPCP		25,000							25,000
24-WSSE-0025 Sewer (P) - WPCP blower replacement		7,500							7,500
24-WSSE-0026 Sewer (P) - WPCP Alum Tank Replace		50,000							50,000
24-WSSE-0027 Sewer (P) - WPCP Geo-tube replacement		10,000							10,000
24-WSSE-0028 Sewer (P) - Ross St Pp Stn, Level Transducer		5,000							5,000

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February 26, 2024		2024	2024	2024	2024	2024	2024	2024	2024
	Keystone		New	New	New	New	New	New	New
	Id	Expenses	Grants	Donations	General Reserves	Office Equipment Reserve	Fire Reserves	Chesley Clinic Reserve	Water & Sewer Reserves
Total PAISLEY SEWER SYSTEM		192,500			0	0	0	0	192,500
TARA SEWER SYSTEM									
22-WSSE-0002 EQUIP-SEWER (T)-Confined spaces, tripod, harness etc.	02-3792	2,073							2,073
23-WSSE-0021 EQUIP-SEWER-(T) Mill Street L.S. Pump#2 Replace	02-3780	18,000							18,000
Total TARA SEWER SYSTEM		20,073			0	0	0	0	20,073
Total SEWER		272,573			0	0	0	0	272,573
WATER									
CHESLEY/PAISLEY WATER SYSTEM									
24-WSWA-0024 Fleet-Water-Pickup Truck		70,000							70,000
24-WSWA-0026 Water(P) Church St., Queen St to Ross St.		45,000							45,000
Total CHESLEY/PAISLEY WATER SYSTEM		115,000			0	0	0	0	115,000
TARA WATER SYSTEM									
23-WSWA-0020 BLDG-WATER-(T)- Roofs replacment @ Well 2 & 3	02-3648	5,000							5,000
23-WSWA-0022 WATER (T) -Francis St Watermains	02-3662	638,000							638,000
24-WSWA-0025 Water(T) - Well #3 Rotorque valve		15,000							15,000
Total TARA WATER SYSTEM		658,000			0	0	0	0	658,000
Total WATER		773,000							773,000
STORMWATER SYSTEM									
STORMWATER									
24-WSST-0006 Storm (T) - Francis St.		389,458	389,458						
24-WSST-007 Storm – Urban stormwater study		40,000							40,000
Total STORMWATER		429,458	389,458	0	0	0	0	0	40,000
Total WATER AND SEWER SERVICES		1,475,031	389,458	0	0	0	0	0	1,085,573
Total Arran-Elderslie - Capital		9,564,019	1,684,528	109,000	6,407,144	16,774	231,000	30,000	1,085,573

THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 10-2024

BEING A BY-LAW TO PERMANENTLY CLOSE A HIGHWAY (ALBERT STREET UNOPENED ROAD ALLOWANCE) PARTS 1 AND 2, REGISTERED PLAN NO. 3M-10854 (GEOGRAPHIC VILLAGE OF PAISLEY)

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

WHEREAS Section 11(3)1. of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended*, authorizes lower tier municipalities to pass By-laws under the “Highways, including parking and traffic on highways” sphere of jurisdiction; and

WHEREAS Section 27(1) of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended*, allows a municipality to pass By-laws in respect of a highway only if it has jurisdiction over the highway; and

WHEREAS Section 34 (1) of the *Municipal Act, 2001, S.O. 2001, C. 25, as amended*, states that a By-law permanently closing a highway does not take effect until a certified copy of the By-law is registered in the property land registry office; and

Whereas the land described as ALBERT STREET, PARTS 1 AND 2, PLAN 3M-10854, ARRAN-ELDERSLIE, geographic Village of Paisley, PIN 33181-0324 is a “highway” within the meaning of Section 26 of the *Municipal Act, 2001, S.O. 2001, c.15, as amended*; and

Whereas the Highway has never been assumed by the municipality for public use, and the municipality wishes to close the Highway;

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

1. THAT the Highway is hereby permanently closed.
2. THAT the Highway has been declared surplus.
3. THAT this By-law be registered in the property registry office.
4. THAT this By-law shall come into force and take effect as of the final passing thereof.

READ a FIRST and SECOND time this 26TH day of February, 2024.

READ a THIRD time and finally passed this 26TH day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

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

BY-LAW NO. 11-2024

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN
1000383590 ONTARIO INC. AND THE MUNICIPALITY OF ARRAN-ELDERSLIE**

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

WHEREAS Arran-Elderslie is the registered owner of the lands and premises described as Lots 30-31 E/S Duke Street North, Town of Paisley, Municipality of Arran-Elderslie;

WHEREAS 1000383590 Ontario Inc. is the registered owner of the lands and premises described as Part of Lots 3 and 4 W/S Queen Street, being Parts 18 and 19, Reference Plan 3R-6965, Town of Paisley, Municipality of Arran-Elderslie;

WHEREAS 1000383590 Ontario Inc. wishes to obtain title to the Arran-Elderslie Lands;

WHEREAS Arran-Elderslie wishes to obtain title to the 1000383590 Ontario Inc. lands; and

WHEREAS Arran-Elderslie and 1000383590 Ontario Inc. have agreed that the Arran-Elderslie purchase lands and the 1000383590 Ontario Inc. purchase lands are of equivalent value to Arran-Elderslie and 1000383590 Ontario Inc. respectively.

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 enters into an agreement with 1000383590 Ontario Inc.
- 2. THAT Schedule "A" (the 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 26th day of February, 2024.

READ a THIRD time and finally passed this 26th day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

THIS AGREEMENT made this day of February, 2024.

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE,
(hereinafter referred to as "Arran-Elderslie")

Party of the First Part

- and -

1000383590 ONTARIO INC..
(hereinafter referred to as "1000383590")

Party of the Second Part

WHEREAS Arran-Elderslie is the registered owner of the lands and premises described as Part Lot 30, being Parts 7 and 8, reference plan 3R-820, and Part Lot 31, being Parts 5 and 6, reference plan 3R-820, E/S Duke Street North, Town of Paisley, Municipality of Arran-Elderslie and more particularly described in Schedule "A" attached hereto ("Arran-Elderslie Lands");

AND WHEREAS 1000383590 is the registered owner of the lands and premises described as Part of Lots 3 and 4 W/S Queen Street, being Parts 18 and 19, reference Plan 3R-6965, Town of Paisley, Municipality of Arran-Elderslie and more particularly described in Schedule "B" attached hereto (the "1000383590 Lands");

AND WHEREAS 1000383590 wishes to obtain title to the Arran-Elderslie Lands (the "1000383590 Purchase Lands");

AND WHEREAS Arran-Elderslie wishes to obtain title to the 1000383590 Lands (the "Arran-Elderslie Purchase Lands");

AND WHEREAS Arran-Elderslie and 1000383590 have agreed that the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands are of equivalent value to Arran-Elderslie and 1000383590 respectively.

NOW THEREFORE WITNESSETH that in consideration of \$10.00 paid by each Party to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged by each Party, and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. In consideration of Arran-Elderslie conveying the 1000383590 Purchase Lands to 1000383590, 1000383590 agrees to convey to Arran-Elderslie, the Arran-Elderslie Purchase Lands in exchange with no payment by either Party to the other either by cash or security except as otherwise provided for in this Agreement.
2. Except as otherwise provided for herein, the Parties hereto agree that the exchange of the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands (collectively the "Purchase Lands") is all the consideration that shall pass between the Parties.
3. The Parties hereto agree that the value of the 1000383590 Purchase Lands is \$230,000.00 and the value of the Arran-Elderslie Purchase Lands is \$230,000.00.
4. This Agreement and the reciprocal exchange of the Arran-Elderslie Purchase Lands and the 1000383590 Purchase Lands contemplated herein may require the registration of a Reference Plan.
5. This Agreement is subject to compliance with the *Planning Act*, R.S.O. 1990 and amendments thereto.
6. The transaction contemplated herein shall be completed on or before March 1, 2024 unless a Reference Plan is required to be deposited, in which case the closing shall be 20 days after the deposit of such Reference Plan.
7. Arran-Elderslie agrees to pay all costs to complete these transactions including survey, legal and registration costs with the legal costs not to exceed \$2,000.00 inclusive of disbursements and plus H.S.T.
6. Each Party shall be allowed until 11:59 p.m. on the 10th day prior to closing (the "Requisition Date") to examine title to the respective Purchase Lands being conveyed herein, to satisfy themselves that there are no outstanding municipal work orders or deficiency notices affecting the respective properties being conveyed herein and that the Purchase Lands present or proposed use may be lawfully continued.
7. Neither Party shall call for the production of any title, deed abstract, survey or other evidence of title to their respective property except such as are in the possession or control of each Party. Each Party agrees that they will deliver any sketch or survey of the Purchase Lands in their respective possession or within their respective control to each other Party, as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a chartered bank, trust company, credit union or insurance company and which is not to be assumed by either Party on closing is not available in registerable form on completion, each Party agrees to accept each other Party's

solicitors personal undertaking to obtain a discharge of such Charge/Mortgage in registerable form and to register same on title within 60 days after closing.

8. Provided that the title to the 1000383590 Purchase Lands and the Arran-Elderslie Purchase Lands is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement and save and except for:
 - (a) Any registered municipal agreements and registered agreements with publicly regulated utilities providing that such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from an authorized representative of the municipality or regulated utility;
 - (b) Any minor easements for the supply of domestic utility or telephone services to the respective properties or adjacent properties; and
 - (c) Any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the proposed use of the Purchase Lands.

If within the specified times referred to in this paragraph any valid objection to title or to any outstanding municipal work order or deficiency notice, or to the fact the present or proposed use may lawfully be allowed, and which the transferor Party is unable or unwilling to remove, remedy or satisfy and which the transferee Party will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections having been made, this Agreement shall be at an end and any and all monies hereto paid shall be returned without interest or deduction. Save as to any valid objection so made by such date, and except for any objection going to the root of title, the transferee Party shall be conclusively deemed to have accepted the transferor Party's title to their respective properties being conveyed.

9. The Transfer/Deed of Land shall, save for the land transfer tax affidavit, be prepared in a registerable form for the 1000383590 Purchase Lands by Arran-Elderslie's solicitors and for the Arran-Elderslie Purchase Lands by 1000383590's solicitors. 1000383590 may direct title in a different name(s) to maintain four (4) separate building lots.
10. Except as expressly set forth in this Agreement, each Party does not hereby make any representations, warranties or other statement with respect to the Purchase Lands. Each Party understands and agrees that the Purchase Lands being exchanged pursuant to this Agreement are being exchanged on an 'as is - where is' basis.
11. If 1000383590 wishes to sell any part of the 1000383590 Purchase Lands within one (1) year of the Closing Date contemplated herein it shall first offer, in writing, to sell back such

lands to Arran-Elderslie at a specified purchase price with applicable terms and conditions. If such offer and terms and conditions is not accepted, in writing, by Arran-Elderslie within 30 days, Arran-Elderslie's right of first refusal contained herein shall become null and void with respect to the 1000383590 Purchase Lands.

12. The parties acknowledge that it is the intention of 1000383590 to service the 1000383590 Purchase Lands by means of a fully serviced municipal road along the unopened portion of Duke Street North along its full frontage of the 1000383590 Purchase Lands. 1000383590 acknowledges that a separate servicing agreement with Arran-Elderslie will be required for such purpose which shall include approval of all servicing and posting of cash and securities as required by a normal development proposal. Arran-Elderslie is the owner of lands on the opposite side of the 1000383590 Purchase Lands on Duke Street North and the parties agree to share equally in the costs of such servicing on the following basis: (i) a reduced cash and security requirement on execution of the above referenced servicing agreement; and, (ii) payment to 1000383590 of one-half of all servicing costs within 18 months of completion of servicing. These cost sharing provisions will apply *mutatis mutandis* if Arran-Elderslie undertakes such servicing in advance of 1000383590 doing so. These cost sharing provisions will lapse if such servicing work has not commenced or a servicing agreement has not been entered into between the parties within five (5) years of the date of this Agreement.
13. All disputes and questions whatsoever which may arise under or pursuant to this Agreement or the construction or application thereof including any adjustment regarding servicing costs or any modification to the respective plans shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Act of Ontario or any statutory modification or replacement thereof for the time being in force.
14. Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by both Parties hereto or by their respective solicitors who are hereby expressly appointed in this regard.
15. This Agreement including any schedule hereto shall constitute the entire agreement between 1000383590 and Arran-Elderslie. There is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced any Party hereto to enter into this Agreement or on which reliance is placed by any such Party, or which affects this Agreement, or the Purchase Lands herein being conveyed or supported hereby, other than as expressed herein.
16. This Agreement shall be read with all changes of gender or number required by the context. This Agreement shall be construed in accordance with the laws of the Province of Ontario.

17. As this transaction is subject to Harmonized Goods and Services Tax ("HST") pursuant to the Excise Tax Act (Canada) such HST shall be in addition to and not included in the value of each Parties respective property and HST shall be collected and remitted in accordance with applicable legislation. All Parties hereto represent that they are HST registrants with Revenue Canada, Customs & Excise and all Parties shall provide to each other Party, on or before closing, specific documentary evidence confirming each Party's HST registration number in a form satisfactory to each Party's solicitors and undertakes to file the appropriate forms with Revenue Canada and Customs and Excise.
18. Each Party agrees to execute such further documents and assurances as may be required to give effect to this Agreement.

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement by their duly authorized signing officers in that respect on the date above written.

The Corporation of the Municipality of Arran-Elderslie

Per: Mayor
I have authority to bind the Corporation.

Per: Clerk
I have authority to bind the Corporation.

1000383590 Ontario Inc.



Per: Reid C. Allen President
I have authority to bind the Corporation.

Schedule "A"**Arran-Elderslie Lands****Part of PIN 33242-0255****Part of Lots 30 and 31, East Side of Duke Street North, Paisley (Plan 255)****being Parts 5, 6, 7 and 8 on Reference Plan 3R-820****Schedule "B"****1000383590 Lands****Part of PINs 33181-0728 and 33181-0746****Part of Lots 3 and 4 West Side of Queen Street South, Paisley (Plan 255)****being Parts 18 and 19 on Reference Plan 3R-6965**

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 12-2024

Being a By-Law to Regulate the Possession, Use, Setting Off, Ignition, and/or Discharge of Fireworks Within the Municipality of Arran-Elderslie

WHEREAS subsection 121(a) of the *Municipal Act, 2001*, S.O. 2001 c.25, as amended (the “**Municipal Act, 2001**”) provides that a municipality may prohibit and regulate the sale of fireworks and the setting off of fireworks;

AND WHEREAS subsection 121(b) of the *Municipal Act, 2001* provides that a municipality may prohibit the activities described in subsection 121(a), above, unless a permit is obtained from the municipality for those activities and may impose conditions for obtaining, continuing to hold and renewing the permit, including requiring the submission of plans;

AND WHEREAS Council for The Corporation of the Municipality of Arran-Elderslie (the “**Municipality**”) deems it necessary for the safety and wellbeing of the community to prohibit and regulate the sale of fireworks and the setting off of fireworks within the Municipality unless a permit is obtained;

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

1.0 SHORT TITLE

1.1 This By-law shall be known as the “**Fireworks By-law**”.

2.0 DEFINITIONS

2.1 For the purpose of this By-law, the following definitions shall apply:

“**Commercial Display Fireworks**” means high hazard fireworks generally used for community celebrations such as bombshells, aerial shells, large wheels, and bombardons;

“**Consumer Fireworks**” means outdoor low hazard fireworks generally used for recreational purposes such as showers, fountains, golden rain, lawn lights, pin wheels, Roman candles, and volcanoes;

“**County**” means The Corporation of the County of Bruce;

“**Fire Chief**” means the fire chief of the Municipality appointed pursuant to section 6 of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as

amended, or their designate;

"Fireworks", for the purposes of this By-law, means either Commercial Display Fireworks or Consumer Fireworks;

"Flying Lantern" means sky lanterns, kongming lanterns or Chinese lanterns and any other small hot air balloons made of paper, with an opening at the bottom where a small fire is suspended so that the lanterns can be released into the air, generally en masse, for various types of events;

"Municipal Law Enforcement Officer" means a person appointed to enforce the by-laws of the Municipality pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended;

"Municipality" means The Corporation of the Municipality of Arran-Elderslie;

"Officer" means a Municipal Law Enforcement Officer, Fire Chief or Police Officer;

"Permit" means a permit issued by the Fire Chief authorizing the setting off of Fireworks within the Municipality; and,

"Person" means an individual or corporation.

3.0 GENERAL PROVISIONS

- 3.1 No person under the age of eighteen (18) years of age may set off, or cause to be set off, any Fireworks.
- 3.2 No person shall set off, or permit to be set off, any Fireworks inside of or closer than 8 metres to any building, tent, trailer, camp, shelter or motor vehicle.
- 3.3 No person shall set off, or permit to be set off, any Fireworks on or into any highway or private roadway.
- 3.4 No person shall ignite, or release into the air, a Flying Lantern in the Municipality.
- 3.5 No person shall set off, or permit to be set off, any Fireworks during a fire ban, as declared by the Fire Chief.
- 3.6 Any Permits issued under this by-law shall be immediately suspended during a fire ban, as declared by the Fire Chief, for the duration of the fire ban.

3.7 The Fire Chief may immediately suspend or revoke any Permit issued under this by-law due to the presence of unsafe conditions, as determined by the Fire Chief.

3.8 If a person to whom a Permit is issued contravenes any of the conditions of that Permit, the Permit shall be immediately rendered null and void.

4.0 DISCHARGE OF CONSUMER FIREWORKS

4.1 No person shall set off, ignite, or discharge, or permit the setting off, igniting or discharging of, Consumer Display Fireworks without a Permit.

4.2 In order to obtain a Permit, a person shall apply to the Fire Chief at least ten (10) days in advance, in the form prescribed by the Fire Chief, and shall indicate on the prescribed form:

- (a) The purpose of the display using Consumer Display Fireworks;
- (b) The date, time and location (including a map / site plan) of the proposed usage of the Consumer Display Fireworks;
- (c) The name of the person under whose supervision the display using the Consumer Display Fireworks is to be held, if different from the person applying to obtain a Permit; and,
- (d) Such other information as the Fire Chief deems necessary.

4.3 The Fire Chief shall review all applications to obtain a Permit and can either:

- (a) Approve the issuance of a Permit;
- (b) Deny the issuance of a Permit; or,
- (c) Approve the issuance of a Permit imposing such conditions as the Fire Chief deems necessary.

5.0 DISCHARGE OF COMMERCIAL DISPLAY FIREWORKS

5.1 No person shall sell, or permit the sale of, Commercial Display Fireworks without a Permit.

5.2 No person shall possess, or permit the possession of, Commercial Display Fireworks without a Permit.

5.3 No person set off, ignite, or discharge, or permit the setting off, igniting or discharging of, Commercial Display Fireworks without a Permit.

- 5.4 Only persons who hold a valid Fireworks Operator Certificate issued by a governmental authority are eligible to apply for, and obtain, a Permit to display or set off Commercial Display Fireworks.
- 5.5 In order to obtain a Permit, a person shall apply to the Fire Chief at least ten (10) days in advance, in the form prescribed by the Fire Chief, and shall indicate on the prescribed form:
- (a) The purpose of the display using Commercial Display Fireworks;
 - (b) The date, time and location (including a map / site plan) of the proposed usage of the Commercial Display Fireworks;
 - (c) The name of the person under whose supervision the display using the Commercial Display Fireworks is to be held, if different from the person applying to obtain a Permit; and,
 - (d) Such other information as the Fire Chief deems necessary.
- 5.6 The Fire Chief shall review all applications to obtain a Permit and can either:
- (a) Approve the issuance of a Permit;
 - (b) Deny the issuance of a Permit; or,
 - (c) Approve the issuance of a Permit imposing such conditions as the Fire Chief deems necessary.
- 5.7 Every person who applies for a Permit shall provide, along with the form prescribed by the Fire Chief, proof of liability insurance for a minimum coverage of Five Million Canadian dollars (\$5,000,000.00 CA) with the Municipality named as an additional insured, to the satisfaction of the Fire Chief.

6.0 EXEMPTIONS

- 6.1 The provisions of this By-law do not apply to the Municipality and/or Bruce County.
- 6.2 Notwithstanding any other provisions of this By-law, any person may apply to Council, in the form prescribed by the Fire Chief, to be granted an exemption from any of the provisions of this By-law, which Council may:
- (a) Approve;
 - (b) Deny; or,

(c) Approve subject to such conditions as Council deems necessary.

6.3 In deciding whether or not to grant the exemption outlined in section 6.2 of this By-law, Council shall give the person applying for the Permit, as well as any person opposed to the issuance of the Permit, an opportunity to be heard before Council prior to Council granting an exemption and Council may consider such other matters as it deems appropriate.

6.4 If a person is granted an exemption by Council pursuant to section 6.2 of this By-law, and then contravenes any of the conditions of that exemption, the exemption shall be immediately rendered null and void.

7.0 ENFORCEMENT AND RIGHT OF ENTRY

7.1 This By-law may be enforced by an Officer.

7.2 An Officer may, at all reasonable times, enter upon any property to ascertain whether the provisions of this By-law are being observed or to enforce this By-law.

7.3 No person shall obstruct or hinder, or attempt to obstruct or hinder, an Officer or other authorized employee or agent of the Municipality in the exercise of a power or the performance of a duty under this By-law.

8.0 PENALTY

8.1 Any person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable for a fine pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

9.0 SEVERABILITY

9.1 If any section, clause or provision of this By-law is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention of Council that the remaining sections, clauses or provisions of the by-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions of this by-law shall have been declared to be invalid.

10.0 EFFECTIVE DATE

10.1 That this By-law shall come into force and effect on the date that it is passed.

READ a FIRST and SECOND time this 26th day of February, 2024.

READ a THIRD time and finally passed this 26th day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
PART I Provincial Offences Act
By-law 12-2024: Fireworks By-law
SET FINES

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1	Person under 18, set off fireworks	3.1	\$300.00
2	Set off fireworks within 8 metres of a building/tent/trailer/ camp/ shelter/ motor vehicle	3.2	\$300.00
3	Set off fireworks on highway/ private roadway	3.3	\$300.00
4	Ignite/Release flying lantern	3.4	\$300.00
5	Set off fireworks while fire ban in effect	3.5	\$300.00
6	Set off, ignite and/or discharge consumer fireworks without a permit	4.1	\$300.00
7	Sell or permit the sale of commercial display fireworks without a permit	5.1	\$300.00
8	Possess or permit the possession of commercial display fireworks without a permit	5.2	\$300.00
9	Set off, ignite and/or discharge or permit thereof, commercial display fireworks without a permit	5.3	300.00
10	Hinder or obstruct or attempt to hinder or obstruct an officer	7.3	\$300.00

NOTE: The penalty provision for the offences indicated above is Section 8.1 of By-law 12-2024, a certified copy of which has been filed.

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 13-2024

Being a By-law to Prohibit and Regulate Noise within the Municipality of Arran-Elderslie

WHEREAS Section 128 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "**Municipal Act, 2001**"), authorizes a local municipality to prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS excessive sound and inadequately controlled noise may impair public health, safety and welfare, and may become a nuisance;

AND WHEREAS Section 129 of the *Municipal Act, 2001* provides authority for municipalities to prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination;

AND WHEREAS Section 425 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws providing that a person who contravenes a by-law of the municipality passed under that Act is guilty of an offence;

AND WHEREAS Section 436 of the *Municipal Act, 2001* authorizes a municipality to pass by-laws providing that the municipality may enter on land for the purpose of carrying out inspections, to determine compliance with a by-law, direction, order or condition of a license passed or made under that Act;

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

1.0 DEFINITIONS

In this By-law, unless the context otherwise requires:

"Amplified Sound" means any sound made by any electronic device or a group of connected electronic devices incorporating one or more loudspeakers or other electromechanical transducers, and intended for the production, reproduction or amplification of sound;

"Clerk" means the Clerk of The Corporation of the Municipality of Arran-Elderslie, or their delegate;

"Construction" means the erection, alteration, repair, painting, maintenance, relocation, demolition or removal of a building or other structure and includes all land clearing, landscaping, earth moving, grading, excavating, all public works activities, the erection or laying of lines, cable, pipes and conduit (whether above or below ground level), street building, paving, concreting and similar activities on a site and the installation, alteration or removal of construction equipment, components and materials in any form or for any purpose, and any work being done in connection therewith;

"Construction Equipment" means any equipment or device designed and intended for use in Construction or material handling, including but not limited to air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers, trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders or other material handling equipment;

"Council" means the Council of The Corporation of the Municipality of Arran-Elderslie;

"County" means The Corporation of the County of Bruce;

"Emergency" means a situation or an impending situation, often dangerous, caused by the forces of nature, an accident, an intentional act or otherwise, which arises suddenly and calls for prompt action;

"Fireworks", for the purposes of this By-law, shall have the same meaning as defined in the Fireworks By-Law 13-2024, as amended;

"Motor Vehicle" includes an automobile, a motorcycle, a motor assisted bicycle, and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicle running only upon rails, a power-assisted bicycle, a motorized snow vehicle, a traction engine, a farm tractor, a self-propelled implement of husbandry or a road-building machine;

"Municipal By-law Enforcement Officer" means a person appointed by Council to enforce the by-laws of The Corporation of the Municipality of Arran-Elderslie pursuant to section 15 of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended;

"Municipality " means The Corporation of the Municipality of Arran-Elderslie;

"Officer" means a person appointed by Council as a Municipal By-law Enforcement Officer or a Police Officer;

"Persistent" means any noise that is continuously heard for a period of ten (10) minutes or more or intermittently over a period of one (1) hour or more;

"**Person**" means an individual or corporation;

"**Pit**" and/or "**Quarry**" means land from which unconsolidated aggregate is being or has been excavated and or stored, and that has not been finally rehabilitated;

"**Point of Reception**" means:

- i. any Premises or location where sound is received, other than the Premises from which the sound originates; or
- ii. any place on a highway where sound is received;

"**Police Force**" means the Ontario Provincial Police or a municipal police force; and,

"**Premises**" means a parcel of land and includes any buildings and structures on the land.

2.0 OPINION OF COUNCIL

- 2.1 Without limiting the generality of Section 3 of this By-law, the noises which Council hereby deem to be noises likely to disturb the inhabitants of the Municipality include the noises from the sources, and at the times, described in **Schedule "A"**.

3.0 GENERAL PROHIBITION

- 3.1 No Person shall, at any time, ring any bell, blow any horn, shout or make any noise likely to disturb the inhabitants of the Municipality, if audible at a Point of Reception.

4.0 NOISE FROM INDUSTRIAL SOURCES

- 4.1 Nothing in this by-law shall be interpreted to authorize the making of any noise where the same would be a contravention of the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended.

5.0 EXCEPTIONS

- 5.1 The provisions of this By-law shall not apply to any noise caused by:
- a) the Municipality, the County or a Police Force;
 - b) the sound of a church bell or chime;
 - c) audible traffic signals;

- d) the use of Motor Vehicles and Construction Equipment when utilized for the clearing and the removal of snow from public or private property, including plowing, salting, and removing snowbanks;
- e) events that are conducted pursuant to a permit, license, rental agreement or otherwise approved by the Municipality; or,
- f) activities or work specifically exempted from this By-law in accordance with section 6.0, provided any conditions or requirements as may be imposed by are observed or met.

6.0 TEMPORARY NOISE PERMIT

- 6.1 A Person may apply to the Clerk to be granted an exemption from any of the provisions of this By-law by the issuance of a temporary noise permit.
- 6.2 The application for the issuance of a temporary noise permit shall be made in writing at least ten (10) days prior to the commencement of the requested exemption and shall contain:
 - a) the name and address of the applicant;
 - b) a description of the source of noise in respect of which exemption is sought;
 - c) a statement of the particular provision or provisions of the By-law from which exemption is sought;
 - d) the period of time for which the exemption is sought;
 - e) the reason why the exemption should be granted; and,
 - f) any other information as requested or required by the Clerk.
- 6.3 In determining whether to grant an exemption by way of a temporary noise permit, the Clerk shall:
 - a) determine whether the applicant has provided all the information required by section 6.2;
 - b) determine whether the applicant has complied with all of the terms and conditions of approval of any previous temporary noise permit issued to the applicant, if any;
 - c) consider any negative effects the issuance of the temporary noise permit may have on neighbouring properties or the Municipality; and

- d) consider any benefits the issuance of the temporary noise permit may have for neighbouring properties or the Municipality.

6.4 The Clerk may grant a temporary noise permit, refuse to grant a temporary noise permit or grant a temporary noise permit subject to conditions as outlined in section 6.5 of this By-law.

6.5 The Clerk, in granting temporary noise permits, may impose conditions on temporary noise permits including, but not limited to:

- a) the type and volume of noise that may be made;
- b) the times during which the exemption applies;
- c) the date of expiry of the temporary noise permit;
- d) requiring the posting of security prior to the activity; and
- e) requiring that the applicant, Municipal staff or a professional engineer monitor the noise levels resulting from the event or activity and requiring a report of the findings to be filed with the Municipality within thirty (30) days of the event or activity, all at the applicant's expense.

6.6 Any temporary noise permit issued by the Clerk under this By-law shall expire on the date set out on the temporary noise permit, or if no date is set out on the temporary noise permit, the permit shall expire forty-eight (48) hours after its issuance.

6.7 Any breach by the holder of the temporary noise permit of any of its terms or conditions shall render the temporary noise permit immediately null and void.

6.8 Every holder of a temporary noise permit shall comply with the terms and conditions of the temporary noise permit.

7.0 ENFORCEMENT AND RIGHT OF ENTRY

7.1 This By-law may be enforced by an Officer.

7.2 An Officer may, at all reasonable times, enter upon any Premises, other than inside a dwelling, to ascertain whether the provisions of this By-law are being observed or to enforce this By-law.

7.3 No person shall obstruct or hinder or attempt to obstruct or hinder an Officer or other authorized employee or agent of the Municipality in the exercise of a power or the performance of a duty under this By-law.

- 7.4 Where an Officer has reasonable grounds to believe that an offence under this By-Law has been committed by a Person, the Officer may require the name, address, and proof of identity of that Person.

8.0 PENALTY

- 8.1 Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable for a fine pursuant to the *Provincial Offences Act*, R.S.O. 1990, c.P.33, as amended.

9.0 SEVERABILITY

- 9.1 If any section, clause or provision of this By-law is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention of Council that the remaining sections, clauses or provisions of the by-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions of this by-law shall have been declared to be invalid.

10.0 REPEAL

- 10.1 By-law 61-09 is hereby repealed on the date this By-law comes into force and effect.

11.0 ENACTMENT

- 11.1 This By-law shall come into force and effect on the date that it is passed.

READ a FIRST and SECOND time this 26th day of February, 2024.

READ a THIRD time and finally passed this 26th day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

SCHEDULE "A"
To By-law No. 13-2024

	Particulars of Noise	Prohibited Times
1	The operation of any Construction Equipment without the originally installed muffling devices or their equivalent in good working order and in constant operation.	At any time
2	The operation of any Construction Equipment in connection with Construction activities.	7:00 p.m. one day to 7:00 a.m. the next day Saturday, Sunday and Statutory Holiday 7:00 p.m. one day to 9:00 a.m. the next day
3	The detonation of unpermitted Fireworks.	At any time
4	The operation of a combustion engine which is used as a toy or model or replica, which is not a vehicle.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day Saturday, Sunday and Statutory Holiday 9:00 p.m. one day to 9:00 a.m. the next day
5	The operation of any Motor Vehicle other than on a highway or other place where its operation is permitted by all applicable legislation.	At any time
6	The venting, release or pressure relief of air, steam or other gaseous material, product or compound from any autoclave boiler, pressure vessel, pipe, valve, machine, device, or system.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day Saturday, Sunday and Statutory Holiday 9:00 p.m. one day to 9:00 a.m. the next day
7	The operation of any domestic power tool other than for snow removal.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day Saturday, Sunday and Statutory Holiday 9:00 p.m. one day to 9:00 a.m. the next day
8	The operation of solid waste bulk lift or refuse compacting equipment.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day Saturday, Sunday and Statutory Holiday 7:00 p.m. one day to 9:00 a.m. the next day
9	Persistent yelling, whistling, singing, speaking or the playing of instruments at such a volume that it is audible off the property from which it originates at any point of reception.	At any time

10	The operations of a sound-emitting pest control device.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day
		Saturday, Sunday and Statutory Holiday 9:00 p.m. one day to 9:00 a.m. the next day
11	The operations of a Motor Vehicle in such a way that the tires squeal.	At any time
12	The operation of any combustion engine without an effective exhaust muffling device in good working order and in constant operation.	At any time
13	The Persistent barking, calling or whining or other similar Persistent noisemaking by animals and birds kept as household pets.	At any time
14	The operation of any auditory signaling device, including, but not limited to, the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds except where required or authorized in accordance with good safety practices or for accessibility purposes.	At any time
15	Amplified Sound, including amplified music, entertainment, or advertising at such a volume that it is audible off the property from which it originates at any point of reception.	Monday to Thursday 9:00 p.m. one day to 7:00 a.m. the next day
		Friday, Saturday, Sunday and Statutory Holiday 10:00 p.m. one day to 9:00 a.m. the next day
16	Operation of a Pit or Quarry or salvage yard, except where a provincial approval provides otherwise.	Monday to Friday 7:00 p.m. one day to 7:00 a.m. the next day
		Saturday, Sunday and Statutory Holiday 7:00 p.m. one day to 9:00 a.m. the next day

SCHEDULE "B"**PART I Provincial Offences Act****By-law No. 13-2024: Prohibit and Regulate Noise within the Municipality of Arran-Elderslie**

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Provision creating or defining offence	COLUMN 3 Set Fine
1	Ring bell	s.3	\$200.00
2	Blow horn	s.3	\$200.00
3	Shout	s.3	\$200.00
4	Make noise likely to disturb	s.3	\$200.00
5	Noise, operate construction equipment without muffler	s.2.1, Schedule A (1)	\$200.00
6	Noise, operate construction equipment at prohibited time	s.2.1, Schedule A (2)	\$200.00
7	Noise, detonation of unpermitted fireworks at prohibited time	s.2.1, Schedule A (3)	\$200.00
8	Noise, operation of model combustion engine at prohibited time	s.2.1, Schedule A (4)	\$200.00
9	Noise, operate motorized vehicle at prohibited time	s.2.1, Schedule A (5)	\$200.00
10	Noise, venting at prohibited time	s.2.1, Schedule A (6)	\$200.00
11	Noise, operate power tool at prohibited time	s.2.1, Schedule A (7)	\$200.00
12	Noise, operate bulk lift at prohibited time	s.2.1, Schedule A (8)	\$200.00
13	Noise, operate refuse compacting equipment at prohibited time	s.2.1, Schedule A (8)	\$200.00
14	Noise, persistent yelling, shouting or similar sounds	s.2.1, Schedule A (9)	\$200.00
15	Noise, operate pest control device at prohibited time	s.2.1, Schedule A (10)	\$200.00

16	Noise, squeal tires	s.2.1, Schedule A (11)	\$200.00
17	Noise, operate engine without muffler	s.2.1, Schedule A (12)	\$200.00
18	Noise, persistent barking or noisemaking by a pet	s.2.1, Schedule A (13)	\$200.00
19	Noise, operate signaling device at prohibited time	s.2.1, Schedule A (14)	\$200.00
20	Noise, amplified sound at prohibited time	s.2.1, Schedule A (15)	\$200.00
21	Noise, operation of a pit or quarry at prohibited time	s.2.1, Schedule A (16)	\$200.00
22	Fail to comply with temporary noise permit	s.6.8	\$200.00
23	Obstruct officer or authorized employee	s.7.3	\$200.00

NOTE: The penalty provision for the offences indicated above is contained in Section 8 of By-Law No. 13-2024, a certified copy of which has been filed.

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

BY-LAW NO. 14-2024

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL
MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD FEBRUARY 26, 2024**

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 February 26, 2024, inclusive be confirmed and adopted by By-law.

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

1. The action of the Council of the Municipality of Arran-Elderslie at its Regular Council meeting held February 26, 2024, 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 26th day of February 2024.

READ a THIRD time and finally passed this 26th day of February, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk