



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

AGENDA

Tuesday, November 12, 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	
6. Minutes of Previous Meetings	1
7. Business Arising from the Minutes	
8. Minutes of Sub-Committee Meetings	
9. Public Meeting(s)	
10. Delegations	
10.1 Krista Gill and David Bryson - Request for Interest Free Loan for Tara Curling Club	25
10.2 Chesley Hospital Foundation - Kate Grieve, Foundation Coordinator	35
10.3 Les MacDonald - Drainage Complaint	
10.4 Solarbank - Battery Energy Storage System - Chesley	37
11. Presentations	

12.	Correspondence	
12.1	Requiring Action	
12.1.1	Bruce County Resolution - Support for CANDU Reactors	49
12.1.2	Bruce County Resolution - Support for Resolution from WOWC -Blue Box Extended Producer Responsibility	52
12.2	For Information	
12.2.1	Bruce County Planning Department - Response to South Bruce Peninsula Resolution	55
12.2.2	SMART Board Minutes - June 28, 2024	61
12.2.3	Grey Bruce Public Health Media Release - Food Affordability	65
12.2.4	Saugeen Valley Conservation Authority Board Minutes - September 19, 2024	67
12.2.5	Notification of Project and Company Name Change - Grey Owl Battery Storage Project	72
12.2.6	Grey Sauble Conservation Authority Board Minutes - September 24,2024	73
13.	Staff Reports	
13.1	CAO	
13.1.1	SRCAO.2024.09 Human Resources Policy	82
13.1.2	County of Bruce Official Plan	95
13.2	Clerks	
13.3	SRDPCLK.24.11 Tile Drainage Loan Application - Rudy - 972 Bruce Road 40, Dobbinton	101
13.4	Finance	
13.5	Public Works	
13.6	Building/Bylaw	

13.6.1	SRCBO.24.05- Building Permit Statistics for 2024	104
13.7	Facilities, Parks and Recreation	
13.7.1	Paisley Minor Softball – Diamond Refurbishment Project	107
13.8	Emergency Services	
13.9	Economic Development and Planning	
14.	Notice of Motion	
15.	Members Updates	
16.	New Business	
16.1	Declare Surplus Asset - Single Axle Trailer	
17.	By-laws	
17.1	By-law 54-2024 - Establish a Fundraising and Donation Policy	113
	<ul style="list-style-type: none"> • This document outlines the responsibilities of fundraising organizers and ensures consistent and accurate representation of The Municipality of Arran-Elderslie. 	
17.2	By-law 55-2024 - Enter into a Construction Agreement with Domm Construction - Paisley Firehall and Public Works Building	124
17.3	By-law 56-2024 - Joint Fire Service Agreement with the Township of Chatsworth	159
18.	Closed Session (if required)	
	<ul style="list-style-type: none"> • personal matters about an identifiable individual, including municipal or local board employees - Committee appointment, staff update, CAO review, banked time • litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board - insurance claim update • a proposed or pending acquisition or disposition of land by the municipality or local board -Tara Cemetery Expansion 	
19.	Resolution to Reconvene in Open Session	

20. Adoption of Recommendations Arising from Closed Session (If Any)
21. Confirming By-law 178
22. Adjournment
23. List of Upcoming Council meetings
- November 12, 2024 - Special Council Meeting 2025 Budget - 4:00 p.m. to 6:00 p.m.
 - November 25, 2024
 - December 9, 2024



MUNICIPALITY OF ARRAN-ELDERSLIE

Council Meeting

MINUTES

Tuesday, October 15, 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 Darryl Hampton
 Councillor Moiken Penner
 Councillor Peter Steinacker

Council Absent: Councillor Brian Dudgeon

Staff Present: Christine Fraser-McDonald - Clerk
 Julie Hamilton - Deputy Clerk
 Scott McLeod - Public Works Manager
 Carly Steinhoff - Recreation Manager
 Steve Tiernan - Fire Chief
 David Munro - Interim Treasurer
 Jennifer Isber-Legge - Economic Development &
 Communications Coordinator
 Emily Dance, CAO

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)

- Mayor Hammell read a proclamation for the National Disability Awareness Month.
- October 19th is the Chesley Firefighters Pancake Breakfast.
- October 20 - 26 is Local Government week. This is a week that is used to promote local government and to reflect on our accomplishments.
- The Tara Festival of Crafts will be held on October 18th and 19th at the Tara Community Centre.

- The Chesley Home Coming will be holding a Chili Cook-off and Caesar Sunday on October 20th from 10 am to 4 pm at the Chesley Community Centre.
- The Chesley Kinettes are holding a fish fry on October 24 at the Chesley Community Centre from 5 pm to 7 pm.
- Congratulations to Taylor Legge who won the Ontario Queen of the Furrow at the 2025 International Plowing match after representing Bruce County for the past year.
- Congratulations to Works Foreman Richard Pepper who was reserve winner in his class at the International Plowing match.

3. **Adoption of Agenda**

Subsequent to further discussion, Council passed the following resolution:

277-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Steinacker

Be It Resolved that the agenda for the Council Meeting of Tuesday, October 15, 2024 be received and adopted, as distributed by the Clerk.

Carried

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

5. **Unfinished Business**

6. **Minutes of Previous Meetings**

6.1 **September 23, 2024 Regular Council Minutes**

Subsequent to further discussion, Council passed the following resolution:

278-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session held September 23, 2024.

Carried

7. **Business Arising from the Minutes**

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

9. Public Meeting(s)

10. Delegations

10.1 Paisley Minor Ball - Fundraising for Ball Diamond Improvements

Paisley Minor Ball gave a presentation to Council. In 2023, Paisley Minor Softball decided to make a comeback after almost a 2-decade hiatus.

With commitment to yearly growth, they plan to increase enrolment and over time, and see a full range of age groups. The diamond is currently topped with sand. This is not the standard that most teams are playing on today. The sand provides poor drainage, making conditions unfavorable in wet weather. It is difficult to run in, creating a danger injuries. Clay Ball Mix diamonds are the standard for recreational ball. They require less maintenance than the sand and provide good drainage for the diamond, creating a more predictable infield to play on.

Along with a new diamond top, their goal is to raise enough funds for new bleachers, dugouts and a storage shed for equipment and hope to have it ready for ball in 2025.

Recreation Manager Carly Steinhoff noted that she will work with the group and have this included in the 2025 budget deliberations. A report will be brought back to Council to the next available Council meeting.

Council thanked the group for their presentation.

10.2 Paisley Chamber of Commerce

Tammy McFarlane Scapin and Gemma Mendez-Smith spoke to Council regarding the Paisley Chamber of Commerce. They are representing the Paisley Business Community.

They are seeking a resolution between Council, staff, the Paisley Chamber of Commerce and the Arran-Elderslie Business Chamber. She noted that many businesses suffered losses after Covid. She felt that Council and staff were trying to dissolve the Paisley District Chamber.

She felt that the Municipality had withdrawn from the Advocate. Mayor Hammell noted that this was incorrect information. The 2024 municipal advertising budget was depleted and would not be advertising again until the 2025 budget had been completed.

She noted that the Chamber felt there were efforts by Council and staff to dissolve the Paisley Chamber of Commerce.

She said the Integrity Commissioner recommended attending at a delegation to Council.

At this time, the delegation was warned by the Mayor that their speech was potentially slanderous and they were asked to proceed in a

professional manner. Mayor Hammell also asked if the Chamber was still dormant and when they would be holding elections again for an executive.

10.3 Paisley Advocate

James Colaco and Kevin Kanmacher spoke on behalf of the Paisley Advocate as the president of the Paisley District Chamber of Commerce.

Over the last year they found a new editor. It is a cost-neutral paper and not-for-profit. They are looking to expand the paper distribution and print volume.

They are asking Council and businesses to support the Advocate.

Kevin Kanmacher noted that the Advocate does not have its own bank account.

11. Presentations

12. Correspondence

12.1 Requiring Action

12.1.1 Youth Climate Action Conference Team Request

Council directed staff

279-19-2024

Moved by: Councillor Hampton

Seconded by: Deputy Mayor Shaw

Be it Resolved That Council hereby,

1. Receives the correspondence from the Youth Climate Action Conference Team; and

2. Supports a donation in the amount of \$500.00 to the Youth Climate Action Conference being held on November 7, 2024 in Owen Sound; and

3. That the donation be funded from account 01-7410-4633 - Council Projects and Grants.

Carried

12.1.2 Good Roads - Establishment of a Rural Road Safety Program

280-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

WHEREAS official statistics from the Government of Ontario confirm that rural roads are inherently more dangerous than other roads;

AND WHEREAS, despite only having 17% of the population, 55% of the road fatalities occur on rural roads;

AND WHEREAS, rural, northern, and remote municipalities are fiscally strained by maintaining extensive road networks on a smaller tax base;

AND WHEREAS, preventing crashes reduces the burden on Ontario's already strained rural strained health care system;

AND WHEREAS, roadway collisions and associated lawsuits are significant factors in runaway municipal insurance premiums. Preventing crashes can have a significant impact in improving municipal risk profiles;

THEREFORE, BE IT RESOLVED THAT the Municipality of Arran-Elderslie requests that the Government of Ontario take action to implement the rural road safety program that Good Roads has committed to lead. It will allow Ontario's rural municipalities to make the critical investments needed to reduce the high number of people being killed and seriously injured on Ontario's rural roads; and

FURTHER THAT a copy of this resolution be forwarded to Premier Doug Ford, Hon. Prabmeet Sarkaria, Minister of Transportation, Hon. King Surma, Minister of Infrastructure, Hon. Rob Flack, Minister of Agriculture, Hon. Lisa Thompson, Minister of Rural Affairs, Hon. Trevor Jones, Associate Minister of Emergency Preparedness and Response, and Hon. Sylvia Jones, Minister of Health, and Good Roads; and

FURTHER THAT this resolution be circulated to all municipalities in Ontario requesting their support.

Carried

12.2 For Information

Subsequent to further discussion, Council passed the following resolution:

281-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

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

Carried

12.2.1 Joint Health & Safety Committee - March 21, 2024 minutes

12.2.2 Multi-Municipal Energy Working Group Minutes - May 9, 2024

12.2.3 ROMA 2025 Annual Conference - January 19-21, 2025

12.2.4 YMCA 147th Annual Community Meeting

12.2.5 Crime Stoppers of Grey Bruce Coordinator's Report

13. Staff Reports

13.1 CAO/Clerks

13.1.1 SRCLK.2024.12 - SolarBank Corporation Request for Municipal Support Resolution (2) – 157 7th Street SW Chesley

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

CAO Emily Dance noted that she will work with Solarbank on a new location for this project.

Subsequent to further discussion, Council passed the following resolution:

282-19-2024

Moved by: Councillor Penner

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Receive Report 2024.12 - SolarBank Corporation Request for Municipal Support Resolution (2) – 157 7th Street SW Chesley;
2. That Council approve the attached draft motion for the new location of the proposed Battery Energy Storage Project.
3. That staff investigate the community support benefit agreement for this project as part of the approval process.

For (3): Mayor Hammell, Deputy Mayor Shaw, and Councillor Penner

Against (3): Councillor Nickason, Councillor Hampton, and Councillor Steinacker

Defeated (3 to 3)

Be it Resolved, that the Council of Arran-Elderslie hereby provides their support to Abundant Solar Energy Inc., on behalf of Amos K. Kuepfer, for their IESO approved proposal to construct and operate a long-term reliability project with distribution connected battery energy storage systems (BESS) charged from the utility grid on lands municipally known as 157 7th Street SW, Chesley.

Notwithstanding Council's support, it should be noted that the applicant may be required to submit future land use development related applications for this project.

Project Name: OZ-1

BESS Size: 4.99MW/19.96MWh

Legal description of the portion of the Project Site:

Legal Description: PT LT 29 CON 1 ELDESLIE; PT PARKLT T PL 217 PT 1, 3R7328AND PART 2 PLAN 3R7748, EXCEPT PT 1 & 2, 3R7744, PT 4, 5, 6, 3R7734 AND PT 1, 3R7748; S/T INTEREST IN R374792, RELEASED AS TO PTS 6 & 7 3R7734 BY BR60650 MUNICIPALITY OF ARRAN-ELDESLIE.

Absent (1): Councillor Dudgeon

Defeated

13.1.2 SRCLK.2024.14 – Electoral System – Community Engagement Strategy

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

Subsequent to further discussion, Council passed the following resolution:

283-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Steinacker

Be It Resolved that Council hereby,

1. Receives Report SRCLK.2024.14 – Electoral System – Community Engagement Strategy; and
2. Approves the proposal from Clerks on Call for an Electoral System – Community Engagement Strategy in the amount of \$5,850.00 plus HST, mileage and disbursement costs incurred to be funded from Account 01-1020-4300 – Contracted Services; and
3. That as per By-law 59-09 – Procurement Policy, Section 4.7 (b) that the calling of a Request for Quotation be waived as the goods and services are available from only one source.

Carried

13.1.3 SRCAO.2024.08 Old Paisley Library

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

284-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Receives Report SRCAO.2024.08 - Old Paisley Library; and
2. Directs staff to draft an “Expression of Interest” for the old Paisley Library to consider interest in the property, create a list of proponents that may then be invited to participate in the formal land sale process indicating their intentions for the redevelopment and how the proposal is in keeping with the Municipality Corporate Strategic Plan and Economic Strategic Plan.
3. That the CAO bring back a report for Council approval to the next available Council meeting.

Carried

13.1.4 SRCAO.2024.07 New Paisley Firehall and Public Works Building RFP

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

285-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. grants the New Paisley Fire Hall and Public Works Facility Design and Build Proposal to DOMM Construction in the amount of \$2,740,000 plus HST.
2. approves Cobide Engineering to prepare the Site Works tender, answer questions through the tendering process, review submitted tenders and make and award recommendation in the amount of \$7,000 plus HST.
3. directs the CAO to research options for the appointment of a Project Manager for the project.
4. defers the decision on funding the project to 2025 budget deliberations.

Carried

13.1.5 SRDPCLK.24.10 Tile Drainage Loan Application – Slumskie – 752 Bruce Road 40, Dobbinton

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

Subsequent to further discussion, Council passed the following resolution:

286-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Receive Tile Drainage Loan Application from Drew Slumskie, with an estimated cost of \$35,000 for the drainage system for the property described as Part Lots 17 & 18, Concession 13 and 14, and municipally known as 752 Bruce Road 40, geographic Township of Elderslie, Roll Number 4103-380-004-15300, subject to the availability of funds allocated by the Province of Ontario for tile drainage purposes;

2. That the amount of the tile drain loan will be approximately \$26,300; and
3. That a by-law be prepared to impose special annual drainage rates upon land in

respect of which money is borrowed under the Tile Drainage Act.

Carried

13.2 Finance

13.2.1 SRFIN.24.15 - 2025 Budget Items

Interim Treasurer, David Munro, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

287-19-2024

Moved by: Councillor Nickason

Seconded by: Councillor Hampton

Be It Resolved that Council hereby,

1. Acknowledge receipt of 2025 OPP billing correspondence;
2. Accept the revised 2025 Budget Schedule.

Carried

13.3 Public Works

13.3.1 Grant Application – Housing Enabling Water Systems Fund- Intake II

Works Manager, Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

288-19-2024

Moved by: Councillor Penner

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Support the grant application to the Province of Ontario's Housing Enabling Water System Fund Intake II for Community for expansion to the Paisley waste water treatment plant.

Carried

13.3.2 SRW.24.16 Structure E1 – Priebe Bridge

Works Manager, Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

290-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Receives Report SRW.24.16. Structure E1 – Priebe Bridge; and
2. Authorizes the execution of a contract with AJN Builders Inc. for the rehabilitation work on structure E1 in the approximate amount of \$307,000; and
3. Grants an exemption to the Procurement Process under Bylaw 59-09, Section 4.7, C;
4. And further that the funds of \$175,000 be reallocated from 21-TRAN-0002 / 02-2574 Sideroad 15 Rebuild to fund this project with the additional funds being drawn from the Bridge Reserve 01-0000-7264.

Carried

13.3.3 SRW.24.17 Structure E12 - Pearce Bridge

Works Manager, Scott McLeod responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

291-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Steinacker

Be It Resolved that Council hereby,

1. Receives Report SRW.24.17 Structure E12 – Pearce Bridge; and
2. Directs that Structure E12 remain closed until the completion of the Class Environmental Assessment Bridge Master Plan and a decision has been made regarding the overall state of the municipalities bridge infrastructure; and
3. That consideration be given during the 2025 budget process regarding a financing strategy for funding the Bridge Reserve.

Carried

13.4 Building/Bylaw

13.5 Facilities, Parks and Recreation

13.5.1 Grant Application – Community Sport & Recreation Infrastructure Fund

Recreation Manager, Carly Steinhoff, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

292-19-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Penner

Be It Resolved that Council hereby,

1. Support the grant application to the Province of Ontario's Community Sport and Recreation Infrastructure Fund, Stream 1: Repair and Rehabilitation for upgrades and improvements to the Tara Arran Community Centre.

Carried

13.5.2 Chesley Homecoming Request for In-Kind Space

Recreation Manager, Carly Steinhoff, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

293-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Support the Chesley Homecoming Committee request to waive the facility fees associated with two (2) events taking place in 2024, at a cost of \$ 1,803.35.

Carried

13.6 Emergency Services

13.7 Economic Development and Planning

13.7.1 SRECDEV.24.07 Adopting a Fundraising and Donation Policy

Economic Development & Communications Coordinator, Jennifer Isber-Legge, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

294-19-2024

Moved by: Councillor Steinacker

Seconded by: Councillor Penner

Be It Resolved

1. That Report SRECDEV.24.07 Fundraising and Donations is hereby received; and
2. That Council direct staff to bring forward a bylaw to bring force and effect to Policy ECDEV-2024-01 at a future Council meeting.

Carried

14. Notice of Motion

15. Members Updates

Shaw:

Deputy Mayor Shaw attended a Grey Sauble Conservation Authority Board meeting, a SMART meeting, the opening of Paisley Artifacts, and will be attending another SMART meeting this week and the Tara working Group.

Hampton:

Councillor Hampton attended a fire board meeting on September 14th, attended the Chelsey Lawn Bowling grand opening on September 26th, the Physician Recruitment Meeting, a Chelsey community working meeting, and will be at the Chesley Chili Cookoff.

Dudgeon:

Councillor Dudgeon was absent.

Steinacker:

Councillor Steinacker attended a diversity seminar, and attended an opening for Tiny Hearts daycare in Tara.

Penner:

Councillor Penner attended the BESS meeting re: fire safety, met with a developer in Paisley, and a Saugeen Valley Conservation Authority Board meeting.

Nickason:

Councillor Nickason attended the technical BESS meeting.

Hammell:

Mayor Hammell attended the Chelsey Lawn Bowling grand opening, Tiny Hearts grand opening, and the Chesley Fire Board in September.

16. New Business

16.1 Remembrance Day - Councillor Attendance at Cenotaphs

- Paisley - Hammell, Penner
- Chesley - Hampton, Shaw
- Tara - Nickason, Steinacker

16.2 ROMA 2025 Annual Conference - January 19-21, 2025

Mayor Hammell will attend through Bruce County.

17. By-laws

17.1 By-law 48-2024 - Cash-in-Lieu

Subsequent to further discussion, Council passed the following resolution:

295-19-2024

Moved by: Councillor Nickason

Seconded by: Councillor Hampton

Be It Resolved that By-law No. 48-2024 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 48-2024 being a By-law to require the conveyance of land or cash-in-lieu of parkland for parks or other public recreational purposes.

Carried

17.2 By-law 49-2024 - Enter into a Development Agreement with 2504970 Ontario Limited

Subsequent to further discussion, Council passed the following resolution:

296-19-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Nickason

Be It Resolved that By-law No. 49-2024 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 49-2024 being a By-law to authorize the signing of a Development Agreement between the Municipality of Arran-Elderslie and 2504970 Ontario Limited.

Carried

17.3 By-law 50-2024 - Enter into a Development Agreement with WT Land Corp and WT Land LP

Subsequent to further discussion, Council passed the following resolution:

297-19-2024

Moved by: Councillor Hampton

Seconded by: Deputy Mayor Shaw

Be It Resolved that By-law No. 50-2024 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 50-2024 being a By-law to authorize the signing of a development agreement between the Municipality of Arran-Elderslie and WT Land Corp and WT Land LP.

Carried

17.4 By-law 51-2024 - Ground Site Lease Agreement - Xplore

Subsequent to further discussion, Council passed the following resolution:

298-19-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Hampton

Be It Resolved that By-law No. 51-2024 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 51-2024 being a By-law to enter into a Ground Site Lease Agreement with Xplore Inc. for the placement of a telecommunications shed on Municipal Lands located at 203 Mill Road, Tara (Arran Shop).

Carried

18. Closed Session (if required)

Mayor Hammell confirmed that a closed session was held and only those items listed on the resolution were discussed. The minutes of the closed session meeting dated September 23, 2024 were reviewed and approved by Council and direction was provided to Staff regarding the following matters:

- a proposed or pending acquisition or disposition of land by the municipality or local board - Surplus lands disposition
- personal matters about an identifiable individual, including municipal or local board employees - Personnel (2 Items)
- litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board - Insurance Claim

299-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

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 - Personnel (2 items)

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

() labour relations or employee negotiations;

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

() 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:

CAO Emily Dance

Clerk Christine Fraser-McDonald

Carried

19. Resolution to Reconvene in Open Session

Mayor Hammell confirmed that a closed session was held and only those items listed on the resolution were discussed. The minutes of the Closed Session of September 23, 2024 were reviewed and approved by Council.

Subsequent to further discussion, Council passed the following resolution:

300-19-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved That Council of the Municipality of Arran-Elderslie does now return to the Open Session at 3:24 p.m.

Carried

301-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Nickason

That the Genie Lift be declared surplus to the needs of the Municipality.

Carried

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

Direction was given to staff in Closed Session for items regarding surplus land disposition, personnel and the insurance claim.

21. Confirming By-law

21.1 By-law 52-2024 - Confirming By-law

Subsequent to further discussion, Council passed the following resolution:

302-19-2024

Moved by: Councillor Nickason

Seconded by: Councillor Penner

Be It Resolved that By-law No. 52-2024 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 52-2024 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held Tuesday, October 15, 2024.

Carried

22. Adjournment

Subsequent to further discussion, Council passed the following resolution:

303-19-2024

Moved by: Councillor Hampton

Seconded by: Councillor Penner

Be It Resolved that the meeting be adjourned to the call of the Mayor at 3:26 p.m.

Carried

23. List of Upcoming Council meetings

- October 28, 2024
- November 12, 2024
- November 25, 2024
- December 9, 2024

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk



MUNICIPALITY OF ARRAN-ELDERSLIE

Special Council Meeting

MINUTES

Monday, November 4, 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 Darryl Hampton - absent
 Councillor Brian Dudgeon - absent
 Councillor Moiken Penner
 Councillor Peter Steinacker

Staff Present: 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
 Chris Legge - Water/Sewer Foreperson
 David Munro - Interim Treasurer
 Jennifer Isber-Legge - Economic Development &
 Communications Coordinator
 Emily Dance, CAO

1. Call to Order

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

2. Adoption of Agenda

Council passed the following resolution:

304-20-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Steinacker

Be It Resolved that the agenda for the Special Council Meeting of Monday, November 4, 2024 be received and adopted, as distributed by the Clerk.

Carried

3. Disclosures of Pecuniary Interest and General Nature Thereof

None declared at this time.

4. Delegation(s)

4.1 B.M. Ross & Associates - Development Charges

Lisa Courtney of B.M. Ross & Associates gave a presentation to Council.

Development charges are a tool that are available to allow municipalities to recover capital costs associated with infrastructure and services put in place that benefit growth.

A background study would be completed that sets out what projects are being paid for through DC's.

Development charges are set by Council and are only for new growth. If there are no development charges, then there will be significant increases in taxes to support this development.

She noted that if Council were to implement DCs at some point in the future, they could collect a portion of the project costs through DCs (the portion attributable to future growth) for the firehall and public works shop and the Paisley wastewater treatment plant expansion.

Council thanked Ms. Courtney for her presentation.

4.2 SRFIN.24.1 Development Charges Background Study

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

305-20-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Nickason

Be It Resolved that Council hereby,

1. Approves the inclusion of a Development Charges Background Study in the 2025 Budget.

Carried

5. Staff Reports

5.1 Finance

5.1.1 SRFIN.24.17 2025 Budget Draft 1

- Interim Treasurer, David Munro, responded to questions from Members of Council.

He recommended using some of the reserves for the construction of the firehall as well as fundraising.

Council directed staff to bring back a report regarding the funding for the new Paisley Firehall and Public Works Building.

Council directed the Recreation Manager to contact the Paisley Legion members regarding building deficiency concerns.

Subsequent to further discussion, Council passed the following resolution:

306-20-2024

Moved by: Deputy Mayor Shaw

Seconded by: Councillor Penner

Be It Resolved that Council hereby,

1. Receive the 2025 Budget - Draft 1;
2. Directs staff to incorporate any comments and create the November 12th, 2025 Budget Public Meeting presentation;
3. Bring back the 2025 Budget Draft 2 to Council on November 25, 2024;
4. Acknowledge the Municipal Innovation Committee membership to end December 31, 2024

Carried

5.1.2 SRFIN.24.18 2025 Budget Pre-approval

CAO Emily Dance responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

307-20-2024

Moved by: Councillor Steinacker

Seconded by: Deputy Mayor Shaw

Be It Resolved that Council hereby,

1. Provides pre-budget approval for a new Part-Time Project Manager and direct staff to initiate the recruitment process

2. Provides pre-budget approval for the 2025 compensation increase of 3% for union and non-union staff.

Carried

5.1.3 SRFIN.24.16 2023 Audit

Interim Treasurer, David Munro, responded to questions from Members of Council.

Subsequent to further discussion, Council passed the following resolution:

308-20-2024

Moved by: Councillor Penner

Seconded by: Councillor Steinacker

Be It Resolved that Council hereby,

1. Receives report SRFIN.24.16 for information regarding the delay in the 2023 Financial Audit by BDO, and the expected extra expense.

Carried

6. Confirming By-law

6.1 Confirming By-law - Special Council Meeting - By-law 53-2024

Subsequent to further discussion, Council passed the following resolution:

309-20-2024

Moved by: Councillor Nickason

Seconded by: Deputy Mayor Shaw

Be It Resolved that By-law No. 53-2024 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 53-2024 being a By-law to confirm the proceedings of the Special Council meeting of the Municipality of Arran-Elderslie held Monday, November 4, 2024.

Carried

7. Adjournment

Subsequent to further discussion, Council passed the following resolution:

310-20-2024

Moved by: Councillor Nickason

Seconded by: Councillor Steinacker

Be It Resolved that the meeting be adjourned to the call of the Mayor at 12:06 p.m.

Carried

8. List of Upcoming Council meetings

- November 12, 2024
- November 25, 2024
- December 9, 2024

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Tara Curling Club
October 28, 2024

Delegation



TARA CURLING CLUB



1 9 4 6 - 2 0 2 1
7 5 Y E A R S



Plant Replacement \$330,000.00

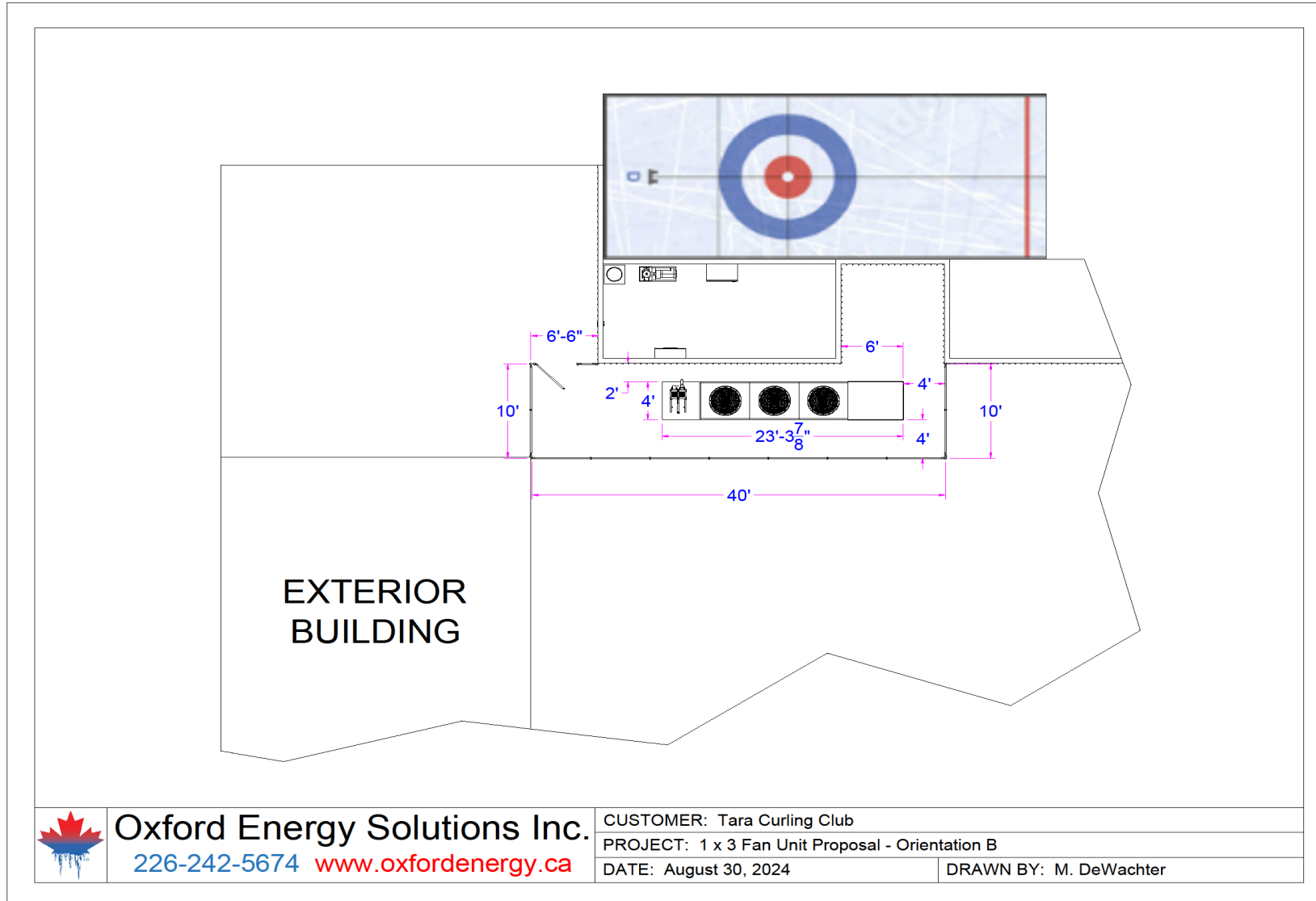
OXFORD ENERGY
SOLUTIONS INC.

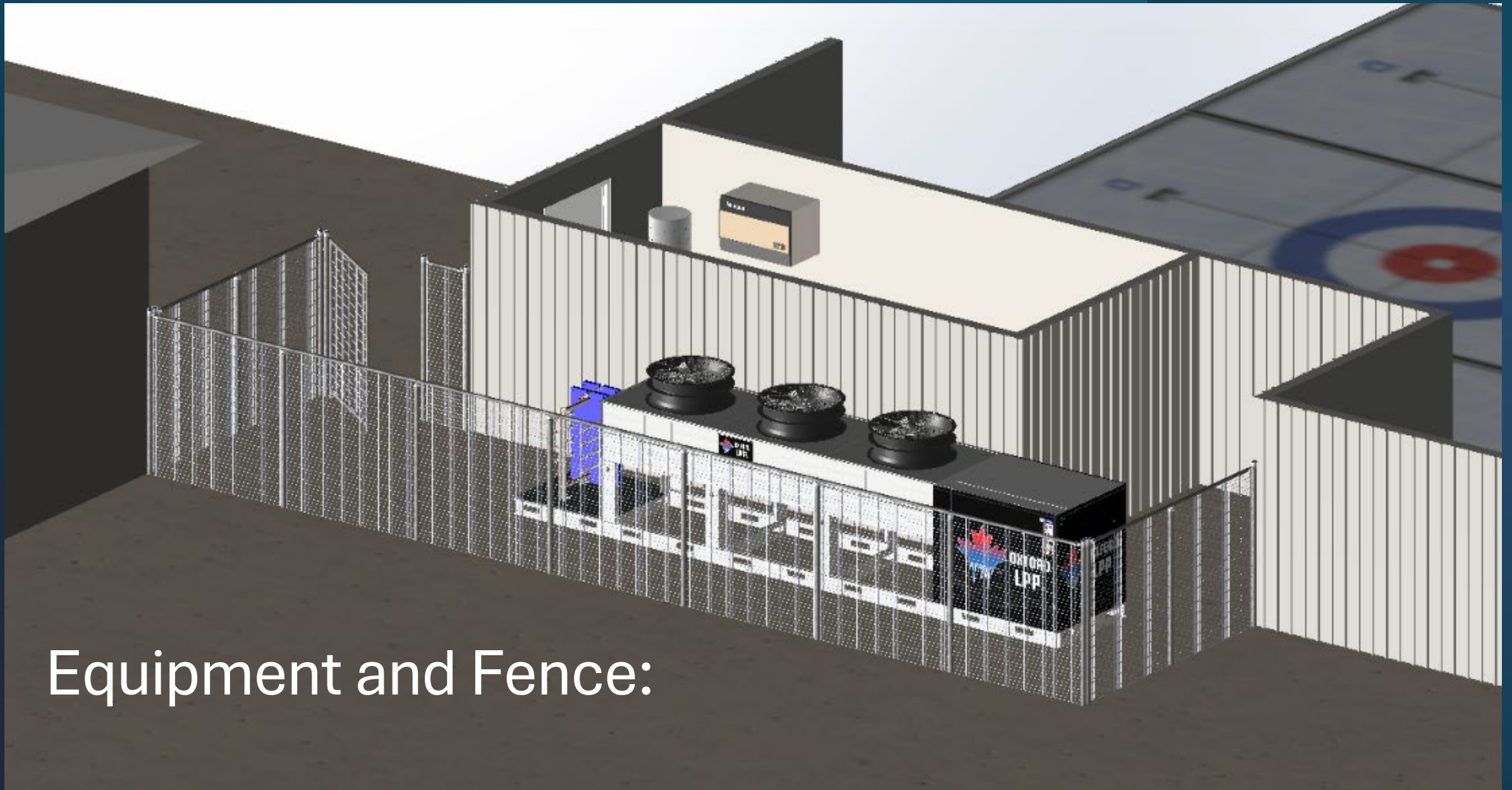
\$278,168.71

HEADER
REPLACEMENT
(approx.)
\$50,000.00

MISC... \$

Location of New Equipment





Equipment and Fence:

Ontario Trillium Foundation

Tara Curling Club has been granted a \$200,000.00 Grant

REQUEST #1

- The Tara Curling Club would like to request that the Municipality of Arran-Elderslie provide an interest free loan, for the amount required, up to \$200,000.00 to be paid back within 10 years.

REQUEST #2

- The Tara Curling Club request the permission to install the equipment, concrete base and fence on Municipal land, to the West of the Curling Club property.

QUESTIONS

Thank you for your consideration.



39 2nd St SE, PO Box 40
 Chesley, ON N0G 1L0
 519-363-2340 x 3140
 chesleyhf@sbghe.on.ca

Arran-Elderslie Council November 12th 2024

The Chesley Hospital Foundation is a registered charitable organization that raises funds for equipment and facilities for the Chesley Hospital. We strive to support and enhance health care in our community. Recently, the Chesley Hospital Foundation has adapted its objectives to include physician recruitment. This new change is an exciting step forward to being able to support our community. Previously physician recruitment had been a separate committee, but working towards the same goal of bettering local healthcare. Physician recruitment has its own budget, which includes housing expenses for our locum physicians. The Chesley Hospital supports 18 in-patient beds, 13 of which usually hold patients whose family physician is not in Chesley. We were recently approved to bring in locum physicians for a hospitalist position, to cover those 13 beds and give our physicians back more time to support the clinic and their own patients. That brings our regular locum positions up to 3; clinic physician vacation replacement, ER and hospitalist, which the foundation is responsible for providing housing for during their stay. This is the greatest expense in our budget, as the government will only cover a portion of the rent for the locums who are covering our medical clinic. For 2024-2025 fiscal year our physician recruitment budget is \$55,000.00, with a projected income from rent of \$5000.

Arran-Elderslie supports Chesley Hospital Foundation and Physician recruitment with one rental apartment, office rent for the first year, and a contract for new physicians that come to work in family medicine. The ongoing support for our physician is greatly appreciated. CHF is interested in knowing how other municipalities are supporting the efforts of other Hospital Foundations. Currently the support from the municipality has been directed to physician recruitment but as we begin to see totals come in from the capital request list, we are interested in seeing what support is available to the foundation as a whole. We are currently working towards raising money for a medication cabinet and server which replaces an in-house pharmacy. These two units come with a price tag of \$338,000. This is not included in the \$200,000 that we already committed to capital equipment expenses in the hospital this year. A grant application was submitted in September for monetary support. As the council takes our request into consideration, the foundation wants to ensure we have an open working relationship. This includes the expectations you have of the foundation, and how often you would like to have a representative to present an update to the council. There are also currently 2 council members on the Physician recruitment board, would you like a representative to have a seat at the Foundation Boards, or a regularly scheduled invitation to receive updates.



Thank you for your time, consideration, and ongoing support to Chesley Hospital Foundation and Physician Recruitment.



**CHESLEY HOSPITAL
FOUNDATION**

October 31, 2024

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

**Re: Letter of Support for Battery Energy Storage System (BESS) Project – 157 7th Street,
Chesley, ON**

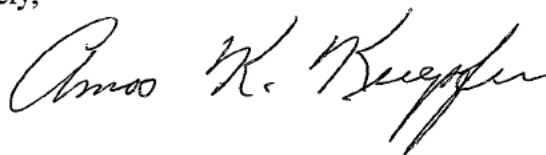
Dear Council Members,

I am the owner of the property at the subject address.

I encourage Council to approve this project, recognizing its economic value to the community in the near term as well as economic and sustainable benefits in the future.

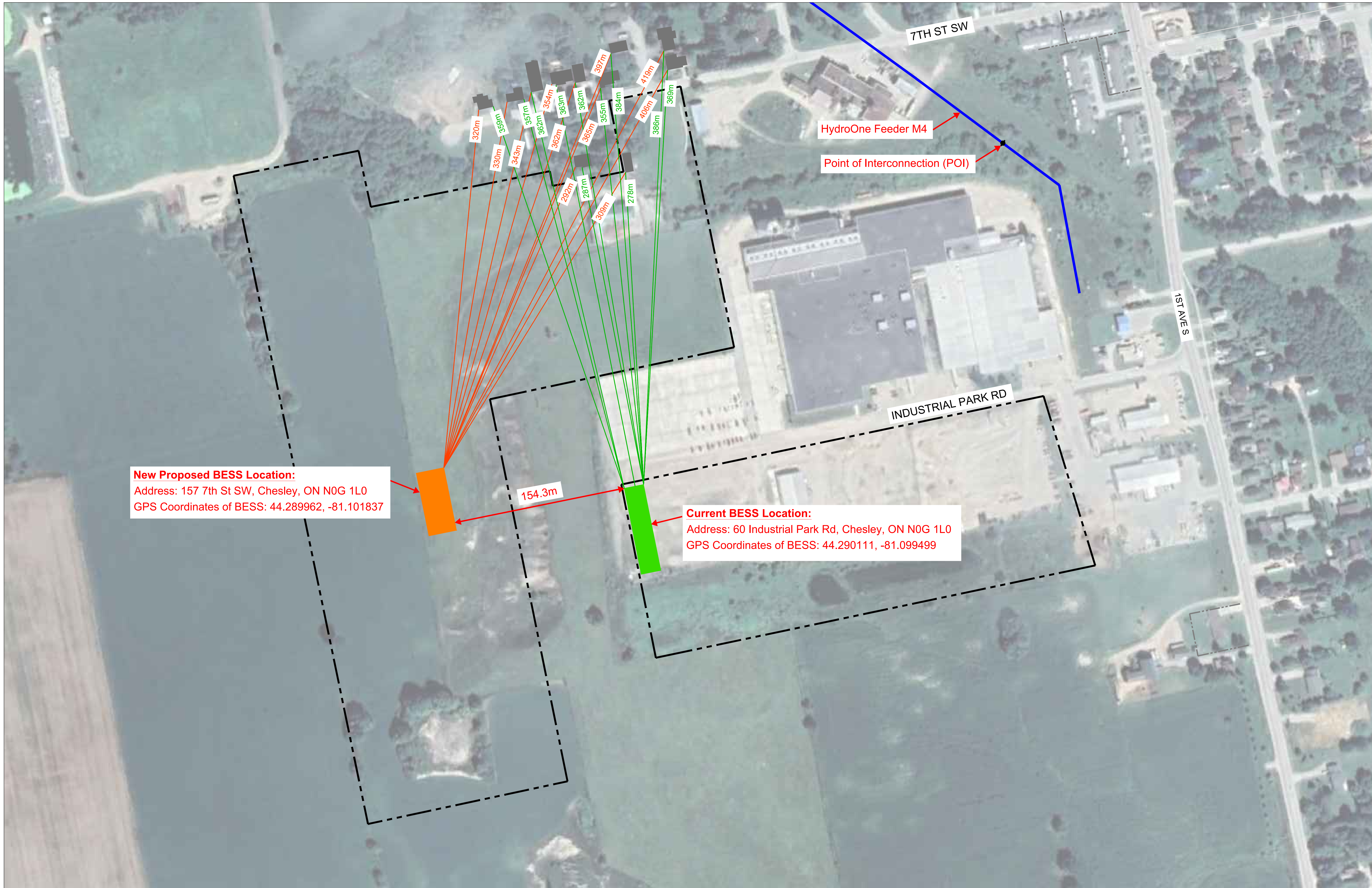
Thank you for your consideration.

Sincerely,



Amos Kuepfer

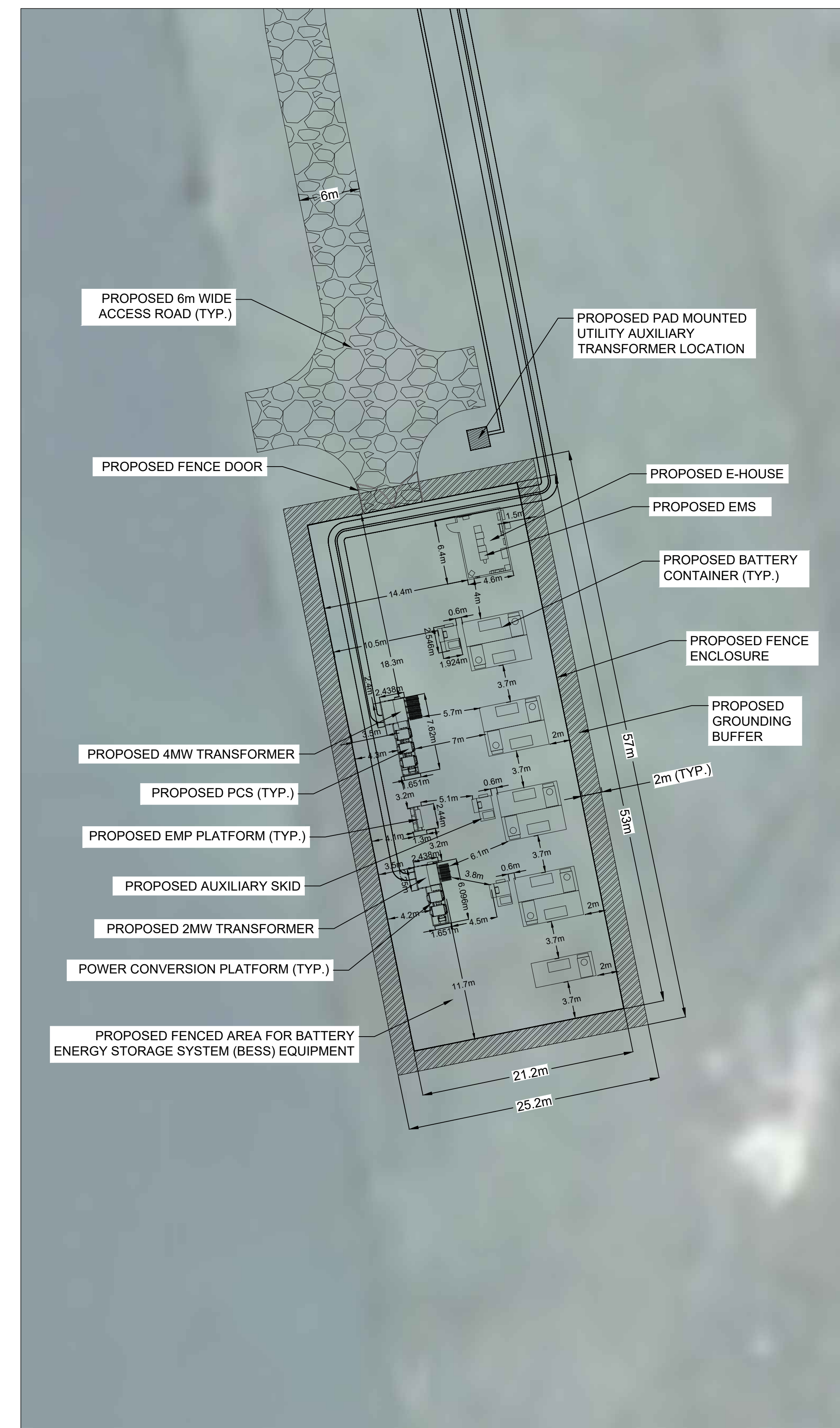






1 SITE PLAN
E-1 SCALE: 1:1500

- NOTES:
- DESIGN UNIT IS IN METER (m).
 - FINAL EQUIPMENT LAYOUT PENDING DETAIL ENGINEERING FINALIZATION.
 - CONCRETE PAD SIZE AND E-HOUSE SIZE PENDING FINAL DETAIL DESIGN.
 - UTILITY METERING FOR UTILITY TO PROVIDE.



2 EQUIPMENT LAYOUT
E-1 SCALE: 1:300

GPS COORDINATES OF THE CONNECTION POINT OF BESS SYSTEM:
44.292761, -81.095444

GPS COORDINATES OF THE BESS LOCATION:
44.289962, -81.101837



Suite 803, 505 Consumer Road,
North York M2J 4V8
T: 416 494 9559
www.solarbankcorp.com

ISSUE STAGE:
REVIEW

THIS DRAWING IS AN INSTRUMENT OF SERVICE, IS PROVIDED BY AND IS THE PROPERTY OF SOLARBANK CORPORATION. THIS DRAWING CANNOT BE MODIFIED AND/OR REPRODUCED WITHOUT THE CONSENT OF THIS OFFICE.

ENGINEER'S SEAL

FOR PRELIMINARY ONLY
AND NOT FOR CONSTRUCTION

REV#	DESCRIPTION	DATE	D.B.	C.B.
00	ISSUED FOR REVIEW	2024-11-04	S.Z.	H.R.

DRAWING NAME:
SITE PLAN

DRAWN BY:
S.Z.

CHECKED BY:
H.R.

SCALE:
AS NOTED

DATE:
2024-11-04

PROJECT NAME:
OZ-1
157 7TH ST SW,
CHESLEY, ONTARIO, N0G 1L0

PROJECT NO.:
E-LT1-OZ-1

DRAWING NO.:
E-1

REV. NO.:
00

Municipality of Arran-Elderslie

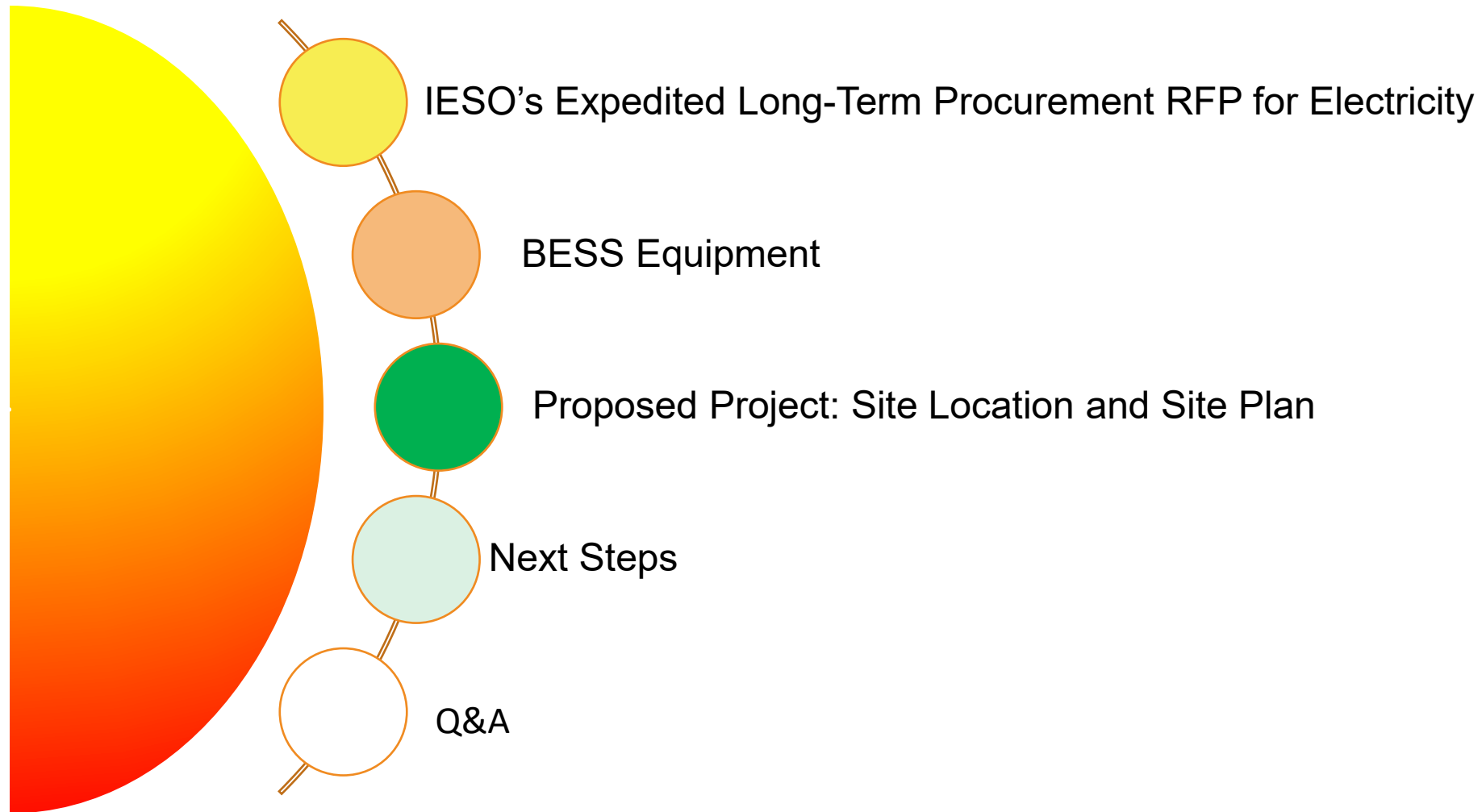
Battery Energy Storage System (BESS)

Presented by: Solar Flow-Through Funds , IPG Electric, SolarBank Corp

November 2024



Why Are We Here Today?



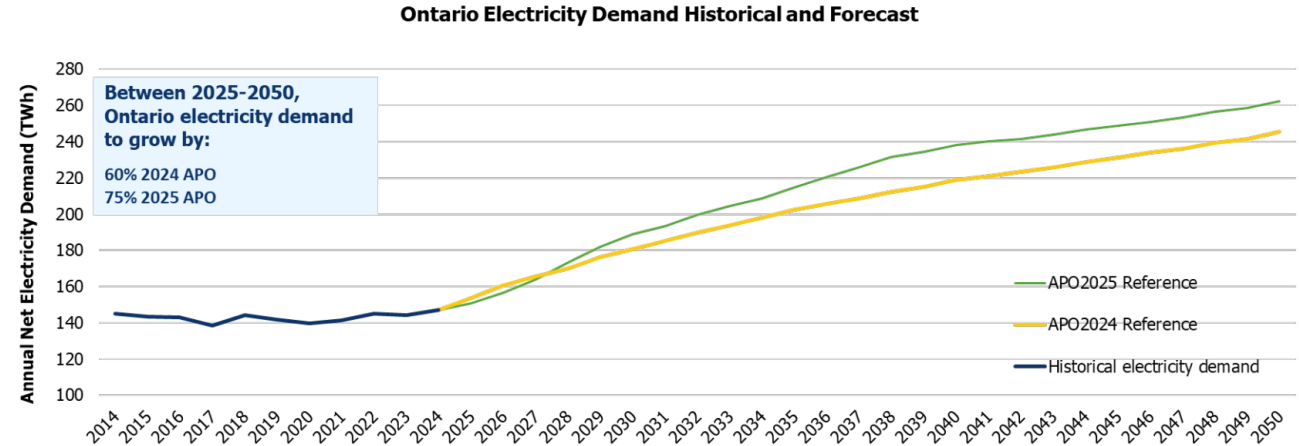
Summary: Ontario Faces Growing Electricity Supply Gap

- Ontario is in a period of emerging electricity system needs, driven by increasing demand, as well as expiring contracts for existing facilities.
- Electricity demand is forecast to **increase 75% by 2050**, which is higher than the 60% increase previously forecasted.
- **Annual consumption rising from 151 terawatt-hours (TWh) in 2025 to 263 TWh in 2050.**
- The Independent Electricity System Operator (IESO) launched the Expedited Long-Term RFP (E-LT1) in 2022 to competitively secure new capacity with the intention to bring resources into service before 2026. The E-LT1 has procured **930 MW** of new build storage capacity.
- The BESS will be directly connected to the electricity distribution grid, charging the batteries overnight when there is a low demand for electricity; discharge its power to the grid during peak times, per IESO's instruction, enhancing grid reliability by shaving the peak demands.



Annual Energy Demand Forecast

- Electricity demand is forecast to grow by **75% by 2050**.



<https://www.ieso.ca/en/Sector-Participants/Resource-Acquisition-and-Contracts/Long-Term-RFP-and-Expedited-Process>

Battery Energy Storage System (BESS)

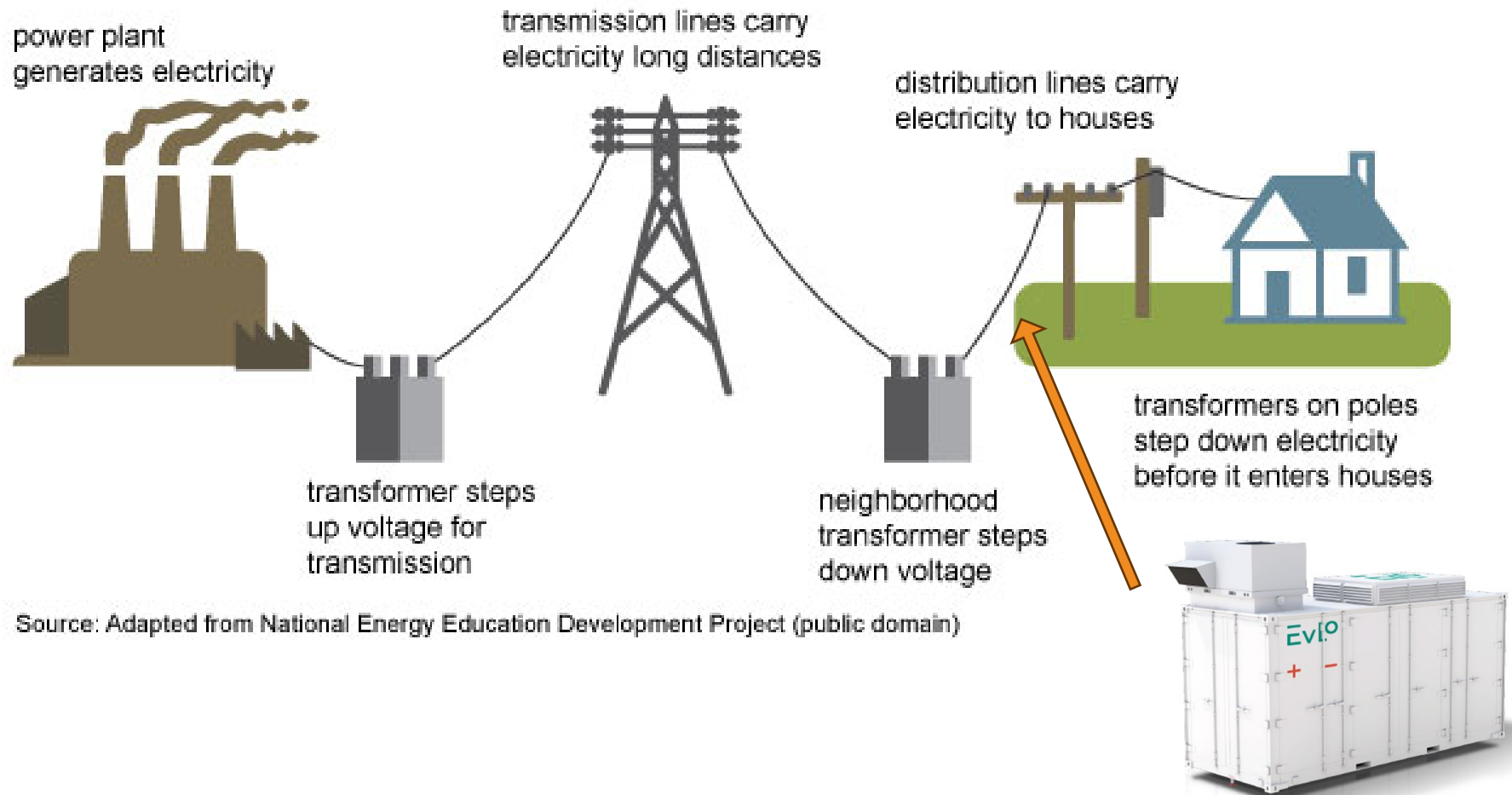
- BESS will be connected to your local electricity distribution system.
- The BESS will be standby most of time. Only discharge per IESO requests when existing generation cannot meet electricity peak demands.
- BESS components include containerized units housing all necessary batteries, inverters, fire safety measures, and HVAC units.
- The dimension of the container will be 2.9 meters in height, 6.0 m in length, and 2.4 m in width.



Community Benefits – Distribution Connected

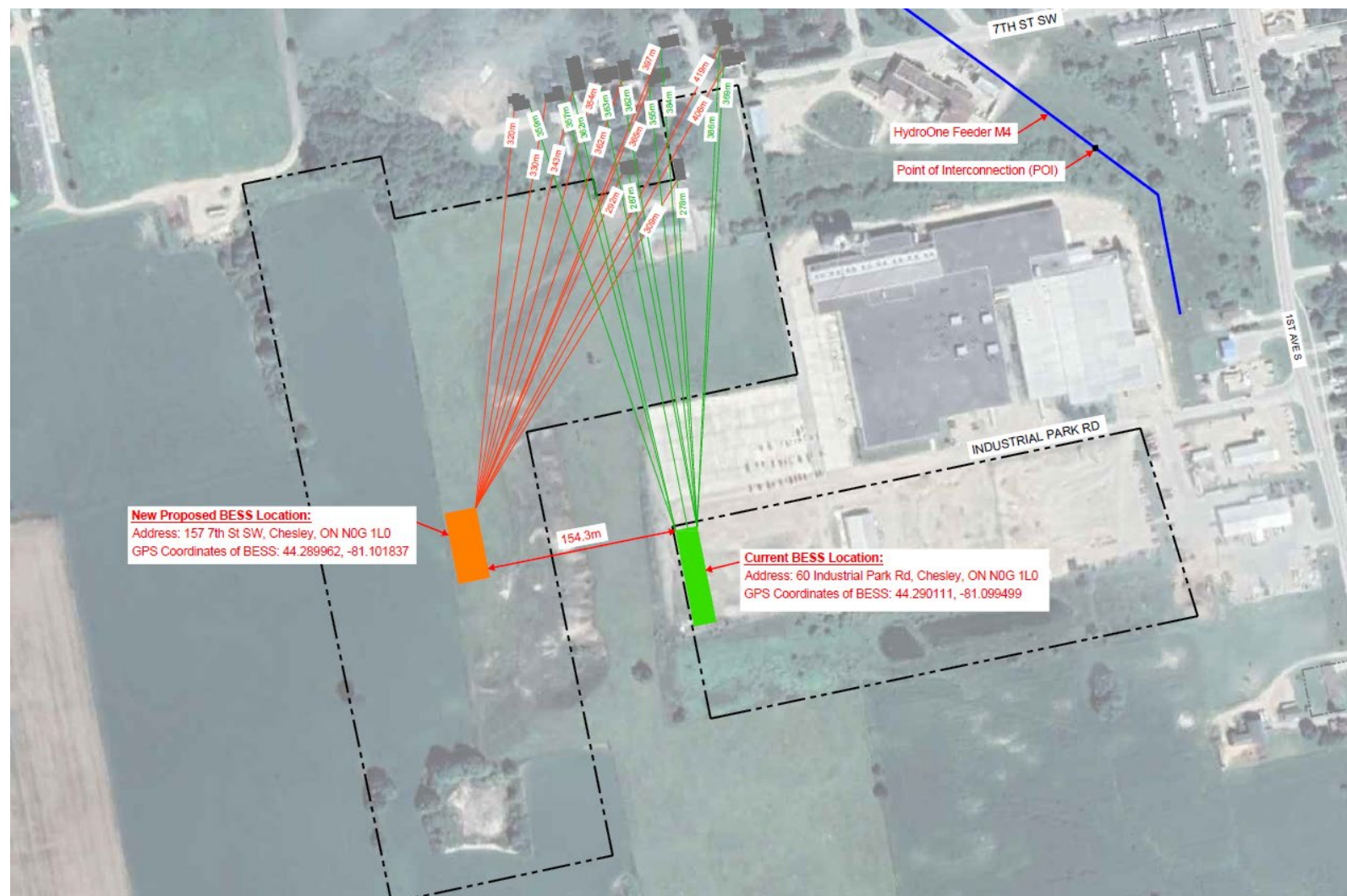
- BESS will be connected to your local electricity distribution system.

Electricity generation, transmission, and distribution



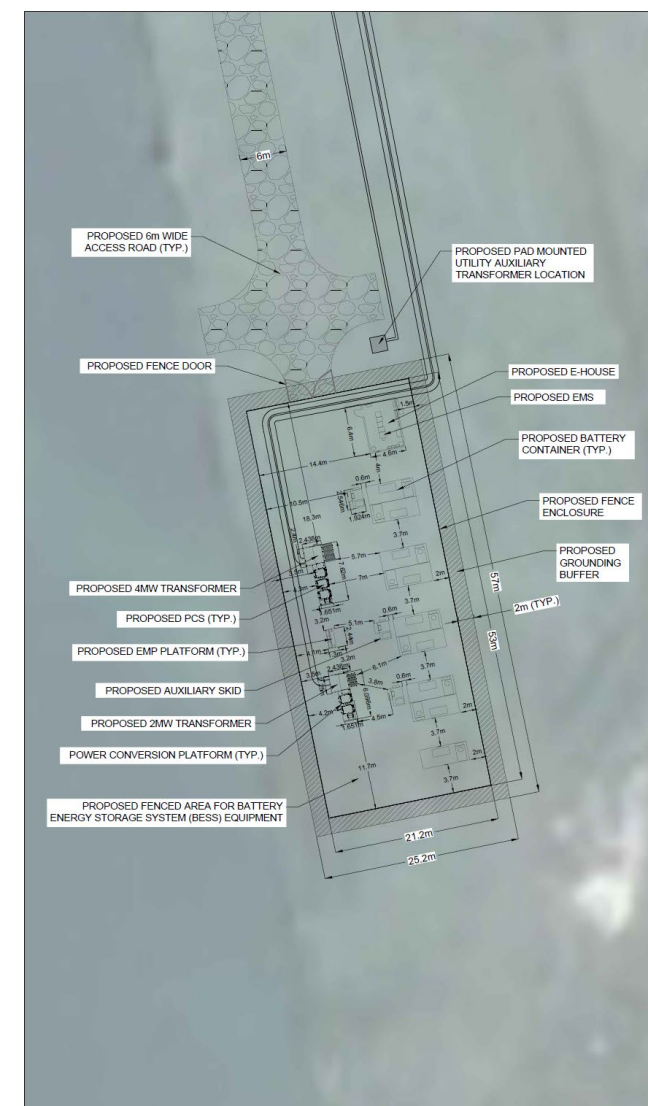
The BESS Site: Location Update

- The site is located at:
157 7th Street SW, Chesley, ON
- Zoning: Business Park 1
- Surrounding by existing structures and industrial facilities.
- IESO approved
- MECP Compliant
- Distance to resident:
 - Previous: 280 m (918 ft)
 - Proposed: 309 m (1013 ft)



OZ-1: Site Plan

- The zoning, technology, equipment layout, and utility interconnection of the project remains unchanged.



Next Steps

- We will continue to work with the Municipality and County to permit the project. This includes:
- Site Plan Approval
- Consent Application
- Building Permit
- Community Benefits
- Decommissioning Plan

Q&A and Thank You!

Please send any follow-up questions to:

SolarBank Corp.

Mila Simon, Sr. Project Coordinator

mila.simon@solarbankcorp.com



October 24, 2024

Hon. Doug Ford, Premier of Ontario
Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

Dear Premier Ford,

RE: Municipal Support Resolution for CANDU Reactors

Bruce County Council recognizes the important role that the nuclear sector plays in the economy of both our County and the Province at large. We are proud to play an integral role in providing a clean, efficient source of energy to power homes and communities across Ontario.

At the October 17, 2024 Council approved the following resolution:

Resolution # C-2024-163

Moved by Warden Chris Peabody

Seconded by Deputy Warden Luke Charbonneau

WHEREAS CANDU nuclear reactors have provided decades of reliable, safe, and clean energy, contributing significantly to Ontario's energy grid while reducing greenhouse gas emissions; and

WHEREAS CANDU is the only commercial reactor to produce medical isotopes, stabilizing the worlds supply for much needed life saving isotopes; and

WHEREAS the continued operation and investment in CANDU reactors represent a critical pillar of Ontario's energy strategy, ensuring a stable, low-carbon source of electricity to meet both current and future energy demands; and

WHEREAS Bruce County is home to the largest operating CANDU facility in Canada, which generates significant economic benefits

through employment, supplier contracts, and infrastructure development; and

WHEREAS CANDU technology, developed in Canada, remains a leading example of national innovation, energy independence, use of Canadian uranium, and the potential for global export of expertise and technology; and

WHEREAS the long-term operation of the CANDU fleet in Bruce County aligns with Ontario's commitment to a clean energy future and further supports economic resilience through the province's investments in energy innovation and infrastructure; and

WHEREAS, to date, NWMO has largely built their assumptions around storing existing spent nuclear fuel from CANDU reactors that utilize natural uranium as their nuclear fuel;

THEREFORE BE IT RESOLVED that Bruce County Council formally recognize the strategic importance of the CANDU nuclear reactors as a cornerstone of Ontario's energy strategy, contributing to energy security and economic development; and

That Bruce County Council express its support for the continued operation, refurbishment, and expansion of the CANDU fleet in Bruce County and across Ontario; and

That this resolution be circulated to all local municipalities within Bruce County, neighbouring counties, the Premier of Ontario, the Minister of Energy, the Minister of Rural Affairs and the Ministry of Natural Resources and Forestry and the Prime Minister and the Federal Minister of Natural Resources for their consideration and support.

Carried

We request that you consider the above resolution with respect to Bruce County's support for the continued operation, refurbishment, and expansion of the CANDU fleet in Bruce County and across the Province when making decisions regarding Ontario's future energy infrastructure projects.

Regards,



Chris Peabody
Warden

- cc. Hon. Stephen Lecce, MPP, Minister of Energy & Electrification
MinisterEnergy@ontario.ca
 Hon. Lisa Thompson, MPP, Minister of Rural Affairs
minister.mra@ontario.ca
 Hon. Graydon Smith, MPP, Minister of Natural Resources
minister.mnrf@ontario.ca
 Hon. Vic Fidelli, MPP, Minister of Economic Development, Job
 Creation and Trade medict.minister@ontario.ca
 Rt. Hon. Justin Trudeau, Prime Minister of Canada pm@pm.gc.ca
 Hon. Jonathan Wilkinson, MP, Minister of Energy & Natural
 Resources Jonathon.wilkinson@parl.gc.ca
 Hon. Franscois-Phillippe Champagne , MP, Minister of Innovation,
 Science and Industry ministerofisi-ministredeisi@ised-isde.gc.ca
 Hon. Mary Ng, MP, Minister of Export Promotion, International
 Trade and Economic Development mary.ng@parl.gc.ca
 Hon. Filomena Tassi, MP, Minister responsible for the Federal
 Economic Development Agency for Southern Ontario
Filomena.tassi@parl.gc.ca

Local Municipal Councils in Bruce County:

- Municipality of South Bruce, Vivian Kennedy, Manager of
 Legislative Services/Clerk: vkennedy@southbruce.ca
 Municipality of Brockton, Fiona Hamilton, Director of Legislative and
 Legal Services (Clerk): fhamilton@bruckton.ca
 Township of Huron-Kinloss, Jennifer White, Manager of Legislative
 Services/Clerk: jwhite@huronkinloss.com
 Township of Arran-Elderslie, Christine Fraser-McDonald, Clerk:
cfraser@arran-elderslie.ca
 Town of South Bruce Peninsula, Angie Cathrae, Director of
 Legislative Services/Clerk:
angie.cathrae@southbrucepeninsula.com
 Municipality of Northern Bruce Peninsula, Cathy Addison, Municipal
 Clerk: caddison@northernbruce.ca
 Town of Saugeen Shores, Dawn Mittelholtz, Clerk,
dawn.mittelholtz@saugeenshores.ca
 Municipality of Kincardine, Jennifer Lawrie, Manager of Legislative
 Services/Clerk: jlawrie@kincardine.ca

Grey County Council, Tara Warder, Clerk: tara.warder@grey.ca

Huron County Council, Susan Cronin, Director Legislative Services
 & County Clerk: scronin@huroncounty.ca



October 25, 2024

To: Bruce County Local Municipal Councils

Sent via Email

RE: Western Ontario Wardens' Caucus (WOWC) – Support for Blue Box Program Extended Producer Responsibility for Industrial, Commercial and Institutional Sector

At the October 17, 2024, Bruce County Council meeting, a correspondence item from the Western Ontario Wardens' Caucus (WOWC) was received. This requests the Province to reconsider upcoming changes to regulations which govern extended producer responsibility for recycling programs.

County Council directed staff to forward a copy of the letter to highlight County Council's concerns about the impact of these changes on municipalities.

The following resolution was passed:

Resolution # C-2024-170

Moved by Councillor Kenneth Craig

Seconded by Councillor Jay Kirkland

That staff be directed to circulate a copy of the communication item from the Western Ontario Wardens' Caucus to the lower-tier municipalities in Bruce County.

Carried

A copy of the correspondence item from WOWC is attached.

Regards,

A handwritten signature in cursive script that reads 'Julie Ireland'.

Julie Ireland
Deputy Clerk/Legislative Coordinator



Friday, September 27, 2024

Sent via email
minister.mecp@ontario.ca

Hon. Andrea Khanjin
Minister of the Environment, Conservation and Parks
College Park 5th Flr,
777 Bay St
Toronto, ON M7A 1S5

Dear Honourable Minister Khanjin,

Re: Support for Blue Box Program Extended Producer Responsibility for Industrial, Commercial and Institutional Sector (Non-Eligible Sources)

On Sunday, August 18, 2024 the Western Ontario Wardens' Caucus passed the following motion:

Moved by C. Peabody, seconded by A. Lennox:

"THAT the Western Ontario Wardens' Caucus direct staff to write a letter to the Hon. Andrea Khanjin, Minister of the Environment, Conservation and Parks, citing the need for the Province to reconsider the criteria for including NESs in the O. Reg. 391/21; at a minimum to expand the producer responsibility to include IC&I properties not governed by O. Reg. 103/94 to bridge the gap between the two regulations' criteria while promoting continued participation in recycling programs." - **CARRIED**

The current Ontario Regulation 391/21 mandates producers to collect recyclables only from residences, multi-residential buildings, schools, and non-profit long-term care and retirement homes. However, this regulation excludes industrial, commercial, and institutional (ICI) sources that are presently benefiting from Blue Box curbside collection services. These excluded sources include not-for-profit organizations, municipal buildings and facilities, daycares, private schools, places of worship, campgrounds, trailer parks, and commercial farms.

Existing waste diversion regulations for the ICI sector, such as Ontario Regulation 102/94 (Waste Audits and Waste Reduction Work Plans) and Ontario Regulation 103/94 (Industrial, Commercial, and Institutional Source Separation Programs), focus on large ICI establishments. Unfortunately, they do not cover small and medium-sized establishments, which have been left out of the new Blue Box Regulation but currently receive collection services through their municipalities.

This gap in the legislation poses significant risks to waste diversion efforts. Without proper regulation, Blue Box materials from these sectors are likely to end up in landfills—at a time when Ontario's landfill capacity is nearing a critical point. Additionally, separating the collection and processing of eligible and non-eligible materials will reduce operational efficiencies, increase supply-chain strain, and drive up the costs of collection contracts. This arrangement is particularly unfair to municipalities that have successfully supported Blue Box material diversion from their landfills for over 30 years.

The Western Ontario Wardens' Caucus is calling on the Province to reconsider the exclusion of Non-Eligible Sources under Regulation 391/21. At the very least, we urge the Province to extend producer responsibility to include ICI properties not covered by Regulation 103/94, closing the gap between the two regulations. This would help maintain participation in recycling programs, ensure continued waste diversion, and extend the lifespan of provincial landfills.

The Caucus respectfully asks for your support in this effort and hopes you will advocate for this issue at this critical juncture for waste diversion in Ontario.

Sincerely,



Glen McNeil,
Chair, Western Ontario Wardens' Caucus

cc:

Hon. Lisa Thompson, Minister of Rural Affairs
Western Ontario MPPs
Municipalities in Western Ontario



October 24, 2024

To: Bruce County Local Municipal Councils

Sent via email

At the October 17, 2024 Bruce County Council meeting, the following resolution was approved:

d. Community Development Office - Response to South Bruce Peninsula Resolution

Resolution # C-2024-167

Moved by Councillor Kenneth Craig

Seconded by Councillor Jay Kirkland

That Council direct the Clerk to circulate this report to each local Council in Bruce County for information.

Carried

A copy of the above-noted report is attached.

Regards,

A handwritten signature in black ink that reads 'Julie Ireland'. The signature is written in a cursive, flowing style.

Julie Ireland
Deputy Clerk/Legislative Coordinator

- c. Claire Dodds, Commission of Community Development
Aaron Stauch, Director, Government Relations
Jack Van Dorp, Director of Planning and Development



Staff Report to Council - for Direction

Title: Planning & Development Response to Town of South Bruce Peninsula Resolution

From: Jack Van Dorp, Director of Planning and Development

Date: October 17, 2024

Report Number: PD-2024-019

Report Recommendation:

- That Council direct the Clerk to circulate this report to each local Council in Bruce County for information.

Report Summary:

Bruce County Council, along with the other local municipalities in the County, were circulated a resolution (attached) from South Bruce Peninsula Council about the draft new County Official Plan. This report outlines the work Bruce County staff are leading to address the concerns raised by South Bruce Peninsula Council. This work includes:

- **Engaging the Ministry of Municipal Affairs and Housing:** Bruce County staff engaged with officials from the Building Code Development Unit and Community Planning & Development from the Western Ontario Municipal Services Office to understand the Ministry's expectation around the interaction of these two policy areas. Specifically, how the Building Code, official plans, and other legislations are intended to interact to protect groundwater and support growth. The Ministry understands the issues and is committed to providing a response.
- **Continued Engagement on the draft Official Plan:** the County has been, and continues, to seek input from the public, agencies, municipalities, Saugeen Ojibway Nation and the province on the proposed draft policies and mapping. County staff have held four public open houses, and have been attending local Council meetings to help Councils understand the structure and full scope of the policies included in the draft new County Official Plan.
- **Continued Engagement of Council and South Bruce Peninsula:** County staff are committed to reporting back to both Council and South Bruce Peninsula on the findings above to find a path forward that works to address the concerns expressed while providing advice on how to best protect groundwater and support growth.

Background/Analysis:

The following points outlined some key areas of consideration as Council reviews both the South Bruce Peninsula Council resolution, and this staff report:

- The 2024 Provincial Planning Statement (PPS) recognizes municipal official plans like the County Official Plan and local Official Plans as “the most important vehicle for the implementation of the Provincial Planning Statement”. In drafting the proposed new Official Plan, the effort has been two-fold: to implement the PPS, and to reflect the Bruce County specific context.
- The County recognizes South Bruce Peninsula is unique in having a local Official Plan that covers the whole municipality. Whereas the other seven municipalities in Bruce County rely on the County Official Plan to act as their own local official plan outside of settlement areas. Providing detailed policies outside of settlement areas in the County Plan assists with ensuring alignment and streamlines planning approvals.
- The County Official Plan brings together provincial direction, laid out in the Planning Act, and within provincial plans like the Niagara Escarpment Plan/Greenbelt Plan, as well as the Provincial Planning Statement, and locally developed growth projections. The Plan applies provincial direction in a regional context that considers the issues and matters of importance across the County.
- The Provincial Planning Statement directs municipalities to protect, maintain, and where possible improve groundwater resources from negative impacts of single, multiple, or successive developments. The PPS establishes a servicing ‘hierarchy’ ranging from full municipal services to communal services to private services. Private services are only permitted when full services or communal services are not planned or feasible, and if site conditions are favourable for the long-term with no negative impacts.
- Groundwater is widely used for drinking water in Bruce County, including private wells in unserviced settlement areas and in the countryside. High nitrates levels in drinking water are a serious risk to human health.

Financial/Staffing/Legal/IT Considerations:

- The financial and legal considerations associated with a more permissive groundwater protection framework require further study.

Interdepartmental Consultation:

- Corporate Services - Insurance and Risk Specialist consulted on legal considerations.

Link to Strategic Goals and Objectives:

- Growth and Innovation - Promote responsible growth

Link to Departmental Plan Goals and Objectives, if any:

- The New Bruce County Official Plan is a department business plan objective to be completed in 2024.

Report Author and Departmental Approval:

- Jack Van Dorp, Director of Planning & Development

Approved for Submission:

Claire Dodds, Commissioner of Community Development

Attachments:

- Town of South Bruce Peninsula Resolution Re: Proposed Bruce County Official Plan



September 17, 2024

Via email

Municipality of Northern Bruce Peninsula
Municipality of Arran-Elderslie
Municipality of Brockton
Municipality of South Bruce
Municipality of Kincardine
Township of Huron-Kinloss
Town of Saugeen Shores

Dear Municipal Councils:

Re: Proposed Bruce County Official Plan

At their regular meeting held today, Council adopted the resolution which is below.

*It was **Moved** by J. Kirkland, **Seconded** by C. Hull and **Carried***

***That** the County of Bruce is undertaking a comprehensive review of its Official Plan and has now presented the draft for public comments;*

***And that** South Bruce Peninsula Council and staff, in reviewing the proposed Official Plan wish to advise Bruce County and the municipalities in Bruce County that South Bruce Peninsula believes that the lower tier municipalities would be better served by the County Official Plan if it more closely mirrored the Provincial Planning Statement, meaning that it provides only high-level policy and does not become overly technical and prohibitive as the document governs all municipalities in Bruce County, each of which have separate and distinct ideologies relating to planning matters;*

***And that** with a more generalized County Official Plan, each municipality in Bruce County would be afforded the opportunity to include more detailed planning policies in each local Official Plan, allowing the municipalities to shape their own futures, tailor development as each municipality sees fit and to accept the liability for planning decisions at the local level without upper tier restrictions while still depending on County planning staff to provide planning services for the lower tier municipalities;*

***And that** municipalities in Bruce County have identified areas of the proposed County Official Plan which prove or will prove to be problematic for any type of growth with an example being the requirement for nitrate studies which are not specifically required in the Provincial Planning Statement and would stifle growth in any areas not serviced by municipal sewer and water, including rural, hamlet and shoreline areas;*

***And that** the Town of South Bruce Peninsula hereby asks all Bruce County municipalities to thoroughly review the proposed new provisions in the Bruce County Official Plan with a local lens to*



TOWN OF
SOUTH BRUCE PENINSULA

gauge the impacts the proposed new Official Plan will have on future development in in each municipality;

And further that the lower tier municipalities in Bruce County reach out to County Council and request that the new Bruce County Official Plan is not more restrictive than Provincial Planning Statement requires and secondly, to not use the new Bruce Official Plan to create additional red tape by regulating items that are or can be regulated by current codes, acts, plans, etc.

The Council for the Town of South Bruce Peninsula is formally asking each municipal Council to thoroughly review the proposed new Official Plan and join South Bruce Peninsula in insisting that the County Official Plan mirrors the Provincial Planning Statement, meaning that the document is a high-level planning tool without unnecessary red tape and regulation.

Should you have any questions, please do not hesitate to contact us.

Yours very truly,

Jay Kirkland
Mayor

jay.kirkland@southbrucepeninsula.com

519-534-1400 ext 201

Cc: Bruce County Council

SAUGEEN MOBILITY

and REGIONAL TRANSIT

GENERAL BOARD MEETING MINUTES

Friday, June 28, 2024, 10:00 a.m.

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

Board Members Present: Ed McGugan, Councillor, Huron-Kinloss, Chair
 Warren Dickert, Deputy Mayor, Hanover, Past Chair
 Cheryl Grace, Councillor, Saugeen Shores
 Kym Hutcheon, Councillor, Brockton
 Joel Loughead, Councillor, Grey Highlands
 Jennifer Shaw, Deputy Mayor, Arran-Elderslie (via Phone & Zoom)
 Monica Singh-Soares, Councillor, Southgate (via Zoom at 10:10 a.m.)

Board Members Absent: Doug Townsend, Councillor, West Grey, Vice Chair
 Doug Kennedy, Councillor, Kincardine
 Scott Mackey, Mayor, Chatsworth

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

1. Call to Order

The Chair called the meeting to order at 10:00 a.m..

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

None declared.

3. Approval of the Agenda

Motion Moved by Cheryl Grace; Seconded by Kym Hutcheon

That the agenda be amended to add item *11. Manager Performance Review* and that the agenda be accepted as so amended.

Carried

4. Delegation

There were no delegations.

5. Minutes of Previous Meeting – May 24, 2024

Motion Moved by Warren Dickert; Seconded by Cheryl Grace

That the minutes from May 24, 2024 be accepted as circulated.

Carried

6. Business Arising from the Minutes

A. 30-Passenger Bus Charter

There have been no changes to the proposed rates for the 30 passenger bus of \$300/hour, and \$120/hour for the 9 passenger van. An insurer, Facility Association, has been found that can insure the 30 passenger bus operating as a charter, and as part of the usual SMART operation, for one year at \$10,292 and the 9 passenger bus for \$5,000. If the vehicles travel to the GTAHA the cost would increase to \$16,641 for the 30 passenger bus and \$7,290 for the 9 passenger van. This insurer will not cover only some vehicles, so all would have to be moved from Intact, the current insurer which does not cover charters. The current coverage with Intact costs \$23,000 so there could be a savings of \$15,000. It is not known whether charters will generate enough to cover the cost of insurance. The exact definition of “charter” was raised and it was noted that SMART’s agreement with the province does not mention charters. The Manager expects to receive information from Intact about coverage for charters within about a week. There are no Board meetings scheduled until September 27, so if a decision is required following receipt of the information from Intact, a meeting could be held via Zoom.

Motion Moved by Joel Loughhead; Seconded by Kym Hutcheon

That the issue of rates for charters using the 30 passenger bus and the 9 passenger van be deferred to the next meeting.

Carried

B. Notifications Software

The software will cost \$10,000 plus \$5,800 in licensing fees. There is no requirement that it be kept for five years and if SMART decides it does not want it after one year, it can let it go. The purchase is contingent on SMART entering into a letter of agreement with the federal government. Implementation as of January 1, 2025 will allow savings to be achieved over a full year, rather than only for 6 months if acquired now, and will provide time to notify clients and allow them to become accustomed to and accept the new system.

Motion Moved by Cheryl Grace; Seconded by Monica Singh-Soares

That \$10,000 be expended from the SMART budget to install the notifications software so that operations can start January 1, 2025 and that \$5800 be included in the 2025 budget for annual licensing fees.

Carried

7. Correspondence

There was no correspondence.

8. New Business

A. Hiring of Recording Secretary

The Manager is waiting for applications to come in.

B. 2024 Budget Update

The budget is well on track with a projected \$96,000 surplus and a year-end deficit of \$779,000. Five areas account for the surplus. Legal fees were budgeted at \$8,000 with \$3,000 committed which might not be spent. Some cell phones were eliminated resulting in \$18,000 in expenditures compared to the \$24,000 budgeted. Fuel expenses are \$30,000 less than budget and a minimum of \$20,000 in savings is expected in maintenance as a result of having eliminated three older and costlier vehicles, leaving SMART with a smaller, newer fleet requiring fewer repairs. Additional savings of about \$25,000 are expected from group benefits through a rebate from the benefit administrator. There is the potential for savings of about \$83,000 for 2024.

The financial statement shows a negative amount of \$4,800 in revenue for grants which relates to funds received for AED training, of which \$4,800 was not spent and had to be returned.

The Manager explained that the Revenue line noted as RBC Cash accounts is for payments in cash, by debit and e-transfer. These funds may not in fact be revenue since they have already been accounted for in User Fees and could result in revenue being overstated. It was suggested that these funds should be on the Balance Sheet as an asset rather than as revenue on the Statement of Operations. The Manager will contact SMART's auditor, BDO, to clarify the issue.

Motion Moved by Cheryl Grace; Seconded by Monica Singh-Soares

That the budget update be received for information.

Carried

C. SMART Get-Together

The event is scheduled for September 15, 2024 and the Manger indicated that he has donated \$500 towards the cost. A pair of Oakley sunglasses will be offered as a draw prize which hopefully will generate interest in staff attending. The cost of the event last year was \$496 and attendance was less than the year before. Since the introduction of the policy on personal use of SMART vehicles, drivers

would not be allowed to use a SMART vehicle to travel to the event. The Chair encouraged Board members to attend and it was agreed that family members would be welcome.

Sponsorships for the event from some of SMART's suppliers and possibly promotional items from the member municipalities were discussed and it was suggested that the Elmwood Chamber of Commerce could do a barbecue for the lunch rather than serving submarine sandwiches. It was decided that the Manager should pursue sponsorship opportunities and promotional items, and that the food should be left to the Manager's discretion.

Motion Moved by Kym Hutcheon; Seconded by Joel Loughead

That the Manager be authorized to spend up to a maximum of \$750 for the staff get together and that Board members attend on September 15, 2024 at 1:00 p.m. at the Elmwood Community Centre.

Carried

Motion Moved by Kym Hutcheon; Seconded by Joel Loughead

That direction be provided to the Manager to pursue sponsorships for the staff get together.

Carried

9. Reports and Recommendations

A. Cancellation Fees

Cancellation fees are charged when there is a no-show situation or when a cancellation is made too late, hampering the ability to book alternative rides. Current cancellation fees are \$30 for short rides and \$50 for long rides to destinations such as London and Burlington. In 2023, there were 289 cancellations at the door leading to a loss of over \$18,000 in revenue. In the past, 20% of rides were cancelled and SMART has had no difficulty in collecting the cancellation fees. The policy is to provide for the Manager to use his discretion in applying the cancellation fee with examples such as illness, family emergencies, and cancellation of medical appointments amongst others. It was suggested that if a client repeatedly cancels due to illness, they could be asked for supporting medical documentation. The Manager explained that the fee has been waived in the past in 3% of cases at the most. The Manager will in future report to the Board on cancellation fees.

Motion Moved by Cheryl Grace; Seconded by Kym Hutcheon

That cancellation fees be increased to 50% of ride costs, with a minimum of \$30 for rides of less than 80 km round trip and a maximum of \$300 for longer trips to destinations such as London and Burlington, that the Cancellation Fee Policy be amended to provide for the Manager to use his discretion to waive fees, and that the amended policy be submitted to the Board for approval.

Carried

B. Report on May 2024 Operations

In May 2024, there were 2,512 rides, \$41,642.50 in sales and 38,495 billed kilometers an increase of 19% in rides, 30% in fees and 1% in billed kilometers compared to the same period last year. There were 36,438km driven in deadhead. Ridership continues to increase from the 2020 level, but has not yet reached the level experienced in 2019.

Motion Moved by Kym Hutcheon; seconded by Warren Dickert

That the report on May 2024 operations be accepted as presented.

Carried

C. Rural Transit Solutions Fund Project

The Manager circulated correspondence from SMART to the Rural Transit Solutions Fund Project to allow signing authority.

Motion Moved by Warren Dickert; seconded by Kym Hutcheon

That the Manager and the Board Chair be authorized to sign agreements, payment claims, cheques, reports and other documents related to the project on behalf of Saugeen Mobility, as the recipient of funds.

Carried

10. Committee Reports

There were no committee reports.

11. Manager Performance Review

In light of the Manager's upcoming second year anniversary, a date will be set for him to meet with the Board's Executive Committee to conduct his performance review.

There was some discussion of the process to be followed by committees of the Board, with it being noted that public notice of committee meetings must be provided and that quorum is a majority of committee members.

12. Closed Session

Motion Moved by Jennifer Shaw; Seconded by Cheryl Grace

That the Board convene in closed session at 11:10 a.m. to address matters pertaining to an ongoing investigation respecting the Board by the Ombudsman appointed under the Ombudsman Act.

Carried

The Board reconvened in open session at 11:34 a.m. and the Chair confirmed that the Board had gone in closed session and discussed matters pertaining to an ongoing investigation respecting the Board by the Ombudsman appointed under the Ombudsman Act, and no other matters were discussed.

13. Direction Coming Out of Closed Session

Motion Moved by Cheryl Grace; Seconded by Joel Loughead

That the SMART Board approve direction as provided in the closed session.

Carried

13. Adjournment & Upcoming Meeting Dates

Upcoming Meeting Dates

Friday, September 27, 2024, 10:00 a.m. Regular Monthly Board Meeting, SMART Office, 603 Bruce Rd 19, Walkerton, ON.

Motion Moved by Warren Dickert; Seconded by Jennifer Shaw

That the Board of Directors of SMART adjourn at 11:45 a.m.

Carried



Ed McGugan, Chair



for Catherine McKay, Recording Secretary



Media Release

Oct. 17, 2024

GBPH releases 2024 report on food affordability

Grey Bruce Public Health's latest report on food affordability and food insecurity, released this week, calls attention to the struggles many Grey-Bruce households face to afford basic living expenses – such as adequate food and monthly rent – as incomes and social assistance rates fail to keep pace with rising costs.

The new report, [*"The Cost of Eating Well & The Urgent Issue of Food Insecurity,"*](#) is based on local food cost data collected by Public Health in 2024.

The report determined the cost of groceries for a family of four in Grey-Bruce in 2024 was \$289 a week or \$1,250 a month, representing a 1% increase from 2023. A single adult, meanwhile, must spend about \$434 a month on food to meet Canada's Food Guide recommendations, which is also a 1% increase from 2023.

Based on those costs, a family of four on Ontario Works would have to spend nearly half (43%) 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 \$314 a month to cover all other expenses, including utilities, transportation, and medications.

Single individuals on Ontario Works are unable to meet core needs of housing and food as more than 100% of their income is required for housing alone (107%), with nothing left to cover the \$434 needed for food each month.

"The data collected for our annual Cost of Eating Well report clearly shows – as was the case in 2023 – that our social safety net is failing to meet basic, essential needs of housing and food," says Public Health Manager Jason Wepler.

"While the local grocery data indicates a slowing of food inflation compared to previous years, we know many households are continuing to feel the strain of a rising cost of living, including costs related to rent."

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 2024 *Cost of Eating Well* report, Grey Bruce 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 across Grey-Bruce. The items on the survey are based on Canada's Food Guide (vegetables, fruit, whole grain foods, and protein foods) and reflect eating and purchasing patterns of many Canadians. 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.

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.

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 wages and benefits that reflect the true cost of living along with government interventions that ensure that everyone can meet their basic needs."

Almost one in five of Grey-Bruce households struggle to purchase the food they need and are food insecure. Evidence shows the issue may be worsening. In 2023, 24.5% of Ontario households lived with food insecurity, which is significantly higher than the 16.1% of Ontario households that experienced food insecurity in 2021.

Household food insecurity in Grey-Bruce is not caused by rising food prices, but 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.

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 September 19, 2024, 1:00 p.m.

Location: Formosa Administrative Office

Chair: Barbara Dobreen

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

Members absent: Greg McLean

Staff present: Matt Armstrong, Erik Downing, Janice Hagan, Donna Lacey

Chair Dobreen called the meeting to order at 1:12 p.m.

1. Land Acknowledgement – read by Member Sue Paterson

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

2. Adoption of Agenda

It was noted that the Closed Session would not be required and should be struck from the agenda.

Motion #G24-102

Moved by Mike Niesen

Seconded by Dave Myette

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

Carried

3. Declaration of Pecuniary Interest

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

4. Adoption of Minutes

4.1 Authority meeting – July 18, 2024

Motion #G24-103

Moved by Sue Paterson

Seconded by Tom Hutchinson

THAT the minutes of the Saugeen Valley Conservation Authority meeting, July 18, 2024, be adopted as presented.

Carried

5. Matters Arising from the Minutes – none at this time

6. New Business

Corporate Services

6.1 GM-2024-11: SVCA Operational Plan

The General Manager/Secretary-Treasurer (GM/S-T) thanked the Board for his appointment and, as the newly appointed permanent GM/S-T, reiterated his commitment to advancing the Authority's mission, including performing all necessary tasks to achieve its objectives.

6.2 GM-2024-12: Program Report

There was no discussion.

6.3 Correspondence

There was no submitted correspondence.

6.4 COR-2024-15: Confidentiality Policy

The Confidentiality Policy was presented to the Board, and the members requested its scope be extended to include the Board of Directors. This addition aims to ensure comprehensive coverage and adherence to confidentiality standards across all levels of the organization.

Motion #G24-104

Moved by Tom Hutchinson

Seconded by Peter Whitten

THAT the Board of Directors approves the Confidentiality policy as presented.

Amendment: #G24-105

Moved by Bud Halpin

Seconded by Tom Hutchinson

That Motion G24-104 be amended to include "Board Members in scope" in the second clause.

Carried

Motion #G24-104 (amended)

Moved by Tom Hutchinson

Seconded by Peter Whitten

THAT the Board of Directors approves the Confidentiality policy as amended to include Board members in scope.

Carried

6.5 COR-2024-16: Artificial Intelligence (AI) Policy

The AI Policy is crucial as it underscores SVCA's dedication to the responsible and secure implementation of emerging technologies in the workplace. It emphasizes the organization's commitment to safeguarding sensitive data and ensuring the effective use of AI tools. After discussion, the following motion carried:

Motion #G24-106

Moved by Sue Paterson

Seconded by Bud Halpin

THAT the Board of Directors approves the Artificial Intelligence policy as presented.

Carried

6.6 COR-2024-17: Fundraising Strategy

As environmental and financial challenges grow, SVCA sees the need for a sustainable fundraising plan to support its conservation work. This plan will align with SVCA's goals, making sure fundraising efforts stay flexible and can support the organization's projects in any economic situation.

Motion #G24-107

Moved by Tom Hutchinson

Seconded by Larry Allison

THAT the Board of Directors approves the proposed Fundraising Strategy as presented.

Carried

6.7 COR-2024-18: Pay Policy

The Pay Policy is vital as it demonstrates SVCA's dedication to ensuring all staff members are recognized fairly and equitably in terms of salary, both within the organization and in comparison, to similar workplaces like municipalities and other conservation authorities. The Members instructed staff to re-examine the policy, eliminate any redundancies, and present the revised policy to the Board at the October meeting.

Motion #G24-108

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT the Saugeen Valley Conservation Authority approve the proposed Pay Policy as presented.

Motion #G24-109

Moved by Tom Hutchinson

Seconded by Jennifer Prenger

THAT Motion G24-107 be deferred, and further

THAT staff bring the Pay Policy back to the October Authority meeting.

Carried

6.8 COR-2024-19: SVCA Annual Report

SVCA consistently produced annual reports to inform the Board and the public about its yearly activities until 2019; however, no reports have been issued since then. The Directors congratulated staff for completing the 2023 report but requested updates to the financials in the Corporate Services section and revisions of the acronyms to enhance clarity for the public and other stakeholders.

Motion #G24-110

Moved by Paul Allen

Seconded by Larry Allison

THAT the Saugeen Valley Conservation Authority endorses the 2023 Annual Report as presented.

Motion #G24-111

Moved by Dave Myette

Seconded by Tom Hutchinson

THAT Motion G24-110 be deferred, and further

THAT the 2023 Annual Report be referred back to staff to be amended as discussed in the meeting and brought back to a future Authority meeting for approval.

Carried

Environmental Planning and Regulations

6.9 EPR-2024-18: Permits Issued for Endorsement

There was no discussion.

Motion #G24-112

Moved by Steve McCabe

Seconded by Moiken Penner

THAT Development, Interference with Wetlands and Alterations to Shorelines and Watercourse applications and Prohibited Activities, Exemptions and Permits applications #24-130, 24-152 to 24-196, and 24-198 to 24-208, as approved by staff, be endorsed.

Carried

Forestry and Lands

6.10 LAN-2024-05: Land Acquisition Policy

Staff introduced the new policy to guide decisions on land acquisition and disposition, emphasizing that the final decision will always rest with the discretion and approval of the Board of Directors. The Members instructed staff to amend the wording in Step 9, Decision of the Board, by removing “to proceed with” from the sentence “...instructing the Manager of Forestry and Lands to further assess the property and to proceed with acquisition.” and replace it with “for”.

Motion #G24-112

Moved by Tom Hutchinson

Seconded by Moiken Penner

THAT Saugeen Valley Conservation Authority approve the proposed Land Acquisition Policy as amended.

Carried

7. Closed Session – to discuss a litigation matter and personal matters about identifiable individuals

The Closed Session was not required and was struck from the agenda.

8. Adjournment

For the Good of the Committee: Sue Paterson gave a shout out to Jody Duncan and Matt Armstrong for their excellent Flood Forecasting and Warning presentation at the Hanover Emergency Training Session, September 18, 2024.

There being no further business, the meeting adjourned at 2:24 p.m. on the motion of Tom Hutchinson and Peter Whitten.

Barbara Dobreen
Chair

Janice Hagan
Recording Secretary



October 29, 2024

VIA E-MAIL

Attn to: Municipality of Arran-Elderslie

1925 Bruce Road 10, Box 70
Chesley ON, N0G 1L0
Canada

RE: Tara BESS Project (formerly Grey Owl Storage)

Dear Sirs/Mesdames:

We are writing to inform you of two (2) changes around the Battery Energy Storage System (BESS) project we are currently proposing to develop on 39 Concession Road 4, Tara, Arran-Elderslie, Ontario.

- First, the name of the project has been changed from “Grey Owl Storage” to “Tara BESS”. We kindly ask that all future communications related to the project mention the “Tara BESS” name.
- Second, the name of the company holding the rights of the project has been changed from “Shift Solar Inc” to “Neoen Ontario BESS 1 Inc”. We kindly ask that all future communications related to the project be addressed to “Neoen Ontario BESS 1 Inc”.

Please direct any questions you may have regarding the above by e-mail to mario.deaguero@neoen.com, benoit.pinotdevillechenon@neoen.com and brittany.morrison@neoen.com

Sincerely,

NEOEN ONTARIO BESS 1 INC.

By:

A handwritten signature in black ink, appearing to read 'BPinot', with a horizontal line extending to the right.

Name: Benoit Pinot de Villechenon

Title: Director

**GREY SAUBLE CONSERVATION AUTHORITY
MINUTES**
Full Authority Board of Directors
Wednesday, September 25, 2024, at 1:15 p.m.

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

1. Call to Order

Chair Robert Uhrig called the meeting to order at 1:15 p.m., welcomed all those present in person and virtually and provided a land acknowledgment declaration.

Directors Present In-Person: Chair Robert Uhrig, Vice Chair Nadia Dubyk, Scott Mackey, Tobin Day, Scott Greig, Tony Bell, Alex Maxwell

Directors Present Virtually: Kathy Durst, Sue Carleton, Jennifer Shaw

Regrets: Jon Farmer

Staff Present: CAO, Tim Lanthier; Administrative Assistant, Valerie Coleman; Manager of Information Services, Gloria Dangerfield; Manager of Financial and Human Resources, Alison Armstrong; Manager of Engineering Services, Ian Eriksen; Water Resources Coordinator, John Bittorf

2. Disclosure of Pecuniary Interest

The Directors were reminded to disclose any pecuniary interest that may arise during the course of the meeting.

3. Call for Additional Agenda Items

Nothing at this time.

4. Adoption of Agenda

Motion No.:
FA-24-077

Moved By: Tony Bell
Seconded By: Scott Mackey

THAT the Grey Sauble Conservation Authority Board of Directors approve the agenda of September 25, 2024.

Carried

5. Approval of Minutes

Motion No.:
FA-24-078

Moved By: Scott Greig
Seconded By: Nadia Dubyk

THAT the Grey Sauble Conservation Authority Board of Directors approve the Full Authority minutes of August 28, 2024.

Carried

6. Business Out of Minutes

Nothing at this time.

7. Consent Agenda

Motion No.:
FA-24-079

Moved By: Scott Mackey
Seconded By: Sue Carleton

THAT in consideration of the Consent Agenda Items listed on the September 25, 2024, agenda, the Grey Sauble Conservation Authority Board of Directors receives the following items: (i) Environmental Planning – Section 28 Permits – August 2024; (ii) Administration – Receipts & Expenses – August 2024; (iii) Correspondence – Letter from Bruce Trail Conservancy; (vi) Media – Recent Media Articles

Carried

8. Presentation – Lebel & Bouliane – Administrative Office Renovation Update

Luc Bouliane, along with two members of their team, provided a presentation on the current status of the administrative office renovation project. Three dimensional renderings highlighted how the existing interior features inspired the new customer service entrance and addition.

Mr. Bouliane highlighted some of key features of the new interior design, increased office space, collaborative space, and traffic flow.

Mr. Bouliane spoke to the Class B costing review that was conducted by a 3rd party consultant and the subsequent revisions conducted by both GSCA and Lebel and Bouliane staff. Cost saving exclusions and the significant items that resulted in increased costs were reviewed.

A Member asked with regard to the possibility of any additional surprises down the road. Mr. Bouliane responded that the class B costing gets the project very close, however; cautioned that there may always be the possibility of some unknowns once construction starts. It was noted that the budget includes both a construction contingency and a design contingency.

A Member asked with regard to future maintenance of the roof and skylights, and whether the selection of other material choices took into consideration maintenance and longevity. Mr. Bouliane responded that with regard to the new skylight structure that is planned, the windows are a Canadian

product that also carries a warranty and that, generally, the team chose materials for their ease of maintenance and cleaning.

A Member asked with regard to future electrical needs. Mr. Bouliane and his team responded that, with the new panel, there is the option of tying in items such as electric vehicle charging stations.

9. **Business Items**

i. **Administration**

a. **Administrative Office Renovation**

Manager of Engineering Services, Ian Eriksen provided a presentation and recap of the Lebel and Bouliane Architects presentation.

Mr. Eriksen highlighted some of the main goals of the project. Accessibility has been a major issue, with the new entrance being at grade level and the inclusion of an accessibility lift and appropriate washrooms, the building will meet accessibility standards. Improving functionality of the office space and reception with improved sound control, a publicly available washroom, drinking water refill station, and a more welcoming customer service area. Increased energy efficiency by upgrading lighting to LED. With respect to the roof, Mr. Eriksen noted that staff will have the original contractor provide suggestions and an estimate. It was noted that there were some surprises with the geothermal, electrical conduit, and water supply.

Mr. Eriksen stressed that staff have reviewed the class B costing in great detail and outlined where staff were able to reduce the overall cost estimate.

CAO, Tim Lanthier, gave a summary of the costs and a breakdown of funding streams for the project. After factoring in construction, off-site office rental, remaining professional fees, and furniture/fixture costs, the project will come in at \$3 million. The project funding will be drawn from a combination of reserves and a loan from either a bank or Infrastructure Ontario.

A Member added that Infrastructure Ontario does provide construction loans, however; they may not be the best option for a long-term loan.

A Member asked with regards to estimated cost of completing the roofing. Mr. Lanthier explained that when the roof was completed previously the cost was significantly lower than the class B costing has determined.

A Member asked what the estimated lifespan of the building will be once the work has been completed. Mr. Lanthier responded that the building is currently 50 years old and shows no signs of structure deficiency. The improvements proposed will set the building up to last another 50 years.

A Member asked with regard to any fundraising options staff are investigating. Mr. Lanthier responded that staff have been and will continue to explore options for fundraising, including grants. Any funds raised will lower the total borrowed amount.

Mr. Eriksen concluded that staff have worked hard to contain increases and recommended moving on to having construction drawing prepared and tenders advertised.

A Member asked with regard to the proposed \$20,000 per year that GSCA would be contributing in non-levy dollars and if that would impact improvements at other properties. Mr. Lanthier responded that it would be drawn from the Lands Capital and may impact capital infrastructure projects elsewhere.

A Member asked with regard to insurance costs during construction and if staff expect them to increase. Mr. Lanthier responded that staff will look into the specifics, however; as GSCA is part of a group insurance provider, staff do not foresee any significant impacts.

Motion No.:	Moved By:	Scott Greig
FA-24-080	Seconded By:	Alex Maxwell

WHEREAS the GSCA Board of Director's (the GSCA Board) has provided ongoing direction to Staff to move through the Concept Design, Schematic Design, and Detailed Design stages and costing of major renovations to the GSCA Administration Centre,

AND WHEREAS the GSCA has received the 100% Detailed Design drawings and Costing estimate for the proposed renovations,

THAT the GSCA Board accept the Detailed Design Drawings and Construction Cost Estimate as completion of the Detailed Design phase of the Administration Building renovation project,

AND THAT the GSCA Board direct Staff to proceed to the Construction Documents and Tender phase,

AND THAT the GSCA Board of Directors direct Staff to set up funding for this project to proceed as detailed in this Staff Report (032-2024).

Carried

The Board recessed for a 10-minute break at 2:40 p.m.

The Board resumed session at 2:51 p.m.

b. Personnel Policy

Chair Uhrig reminded Members that depending on the nature of the discussion, the Board may need to move into closed session.

Manager of Finance and Human Resources Services, Alison Armstrong spoke with regard to the updated GSCA Personnel Policy drafted by staff and outlined some of the specific changes and improvements that had been made.

A Member asked with regard to not providing benefits for new long term contract staff and if this may impact GSCA corporate culture. Mr. Lanthier responded that this will only apply to new long-term contract staff and will not affect existing staff.

A Member asked with regard to Vulnerable Sector Check and should they be required by all staff. Ms. Armstrong responded that not all staff will be required to have a vulnerable sector check, these will only be for day camp staff. Mr. Lanthier added that criminal reference checks will be required for staff working in specific areas and departments of GSCA.

A Member asked with regard to the increase from 8 to 12 wellness days and if this is industry standard. Ms. Armstrong responded that it is. Mr. Lanthier added that to balance the increase, staff will no longer be able accrue year to year.

A Member followed up, asking if staff that currently have accrued sick time will lose those days? Ms. Armstrong responded that they will not lose those days, they will simply not be able to carry over additional days moving forward.

A Member asked if staff have determined what the changes will cost the organization? Mr. Lanthier responded that, at present, the only item that will incur costs would be the employee recognition, staff estimate this to cost approximately \$500 per year.

A Member suggested that the language around protected leaves could be more flexible and inclusive. There was general discussion around the determining factors and language used around protected leaves.

A Member asked with regard to the allotment granted for safety footwear and if it was sufficient to cover the cost. Mr. Lanthier responded that the amount was originally designed to subsidize the amount of safety footwear and not cover the entire amount.

Motion No.:
FA-24-081

Moved By: Scott Greig
Seconded By: Sue Carleton

WHEREAS, GSCA's Personnel Policy has not had substantive review and change for over 20 years,

AND WHEREAS, Management deems that it is necessary to update the policy to better reflect organizational needs,

THAT, the GSCA Board of Directors endorses the updated GSCA Personnel Policy as detailed in the attached document.

Deferred

A Member moved to defer the motion to allow staff to research and amend the language that defines what constitutes and qualifies as 'family' under the protected bereavement leaves.

A Member requested a recorded vote.

Motion No.:
FA-24-082

Moved By: Tobin Day
Seconded By: Nadia Dubyk

THAT, the GSCA Board of Directors defer the approval of the updated GSCA Personnel Policy,

AND THAT, staff will revisit the language used to qualify a staff family member under bereavement leaves and bring the revised GSCA Personnel Policy back to the Board.

Carried

Member	Yeah	Neah	Absent
Bell, Tony	X		
Carleton, Sue	X		
Day, Tobin	X		
Dubyk, Nadia	X		
Durst, Kathy	X		
Greig, Scott		X	
Farmer, Jon			X
Mackey, Scott		X	
Maxwell, Alex		X	
Shaw, Jennifer	X		
Uhrig, Robert	X		
Total	7	3	1

ii. Water Management

Nothing at this time.

iii. Environmental Planning

Nothing at this time.

iv. Operations

Nothing at this time.

v. Conservation Lands

a. Property Acquisition in Georgian Bluffs

CAO, Tim Lanthier spoke to GSCA's opportunity to acquire a property that abuts with GSCA's The Glen property. Mr. Lanthier detailed the history of the property and the agreement in place with the property owners. It was noted that the property is an exhausted quarry. The property owner's hydrogeologist has estimated that it will fill with rainwater and snow melt to up to ten meters.

Mr. Lanthier outlined the benefits of folding the property into The Glen property holding.

It was noted that the most significant, short-term challenge will be enforcement

Motion No.:
FA-24-083

Moved By: Tobin Day
Seconded By: Nadia Dubyk

WHEREAS Section 21(1)(c) of the Conservation Authorities Act provides GSCA with the power to purchase or otherwise acquire land,

AND WHEREAS the GSCA has the irrevocable option to purchase a new parcel of land for one dollar (\$1.00),

THAT the GSCA Board of Directors direct the CAO to move forward with the acquisition of the subject parcel.

Carried

- vi. **Forestry**
Nothing at this time.
- vii. **Communications/Public Relations**
Nothing at this time.
- viii. **Education**
Nothing at this time.
- ix. **GIS/IT**
Nothing at this time.
- x. **DWSP**
Nothing at this time.

10. **New Business**

Nothing at this time.

11. **CAO's Report**

The CAO, Tim Lanthier, gave a brief report on recent and upcoming activities.

GSCA hosted their Volunteer Appreciation luncheon on September 12th. The event was well attended and well received.

On October 6th the Bruce Trail Conservancy will be hosting their Bruce Trail Day at Eugenia Falls.

The Forest Festival will be hosted on October 8th, 9th, and 10th at Allen Park near Durham. The event is open to grade 7 students with stations being run by high school students.

The Eugenia Falls Cenotaph Revitalization project, being spearheaded by Margaret Potter continues to gain momentum. Financial and in-kind support has been received by many in the area.

On September 23rd, Mr. Lanthier attended the Conservation Ontario quarterly meeting with Vice Chair Dubyk. CO adopted their 2025 budget; this will result in an increase in GSCA levy by \$890 or 3.9%. There was a presentation regarding a new round of floodplain mapping grant through the federal government. Staff are working on a partnership to move forward with a floodplain mapping project.

Mr. Lanthier informed the Board that GSCA and its partners were not successful in the Great Lakes Coastal Community Resilience grant project.

GSCA's Fall Newsletter will be issued shortly.

2024 Member passes have sold well with still some time available to purchase a discounted pass. So far, there have been 1,585 passes sold with more coming in daily. In 2023, there were 1,391. 2025 Membership passes will go on sale on November 1.

Mr. Lanthier informed the Board that Administrative Assistant, Valerie Coleman has now been with GSCA for 4 years and thanked her for all of her work.

12. **Chair's Report**

Chair Uhrig had nothing to report at the time.

13. Other Business

Nothing at this time.

14. Resolution to Move into Closed Session

Motion No.:	Moved By:	Scott Mackey
FA-24-084	Seconded By:	Tobin Day

THAT the GSCA Board of Directors now move into ‘Closed Session’ to consider:

- i. Minutes of the Closed Session of the Regular Board of Directors meeting held on August 28, 2024; and,**
- ii. To discuss a property transaction in the City of Owen Sound, closed as it pertains to an item of commercial significance, such as but not limited to a proposed or pending acquisition of real property for Authority purposes, internal reserve bid amounts, leases and property sales (GSCA Administrative By-Law Section 4 (xvi)(g)).**

AND FURTHER THAT CAO, Tim Lanthier, Administrative Assistant, Valerie Coleman will be present,

Carried

Member Scott Greig left the meeting at 4:05 p.m.

15. Declaration that the Board of Directors has resumed Open Session

Chair Uhrig declared that the Board of Directors had resumed Open Session at 4:35.

16. Resolution Approving the Closed Session Minutes of August 28, 2024

Motion No.:	Moved By:	Scott Mackey
FA-24-085	Seconded By:	Nadia Dubyk

THAT the Grey Sauble Conservation Authority Board of Directors approve the August 28, 2024, Closed Session minutes as presented in the closed session agenda.

Carried

17. Reporting out of Closed Session

Chair Robert Uhrig stated that Members approved the closed session minutes of August 28, 2024, and gave direction to staff on items that were identified in the agenda and nothing else.

18. **Next Full Authority Meeting**

Wednesday October 23, 2024

19. **Adjournment**

The meeting was adjourned at 4:38 p.m.



Robert Uhrig, Chair



Valerie Coleman
Administrative Assistant



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: November 12, 2024

Subject: SRCAO.2024.09 Human Resources Policy

Report from: Emily Dance, Chief Administrative Officer

Appendices: A - Recruitment Policy,
B- Sick Leave Policy,
C- Banked time Policy

Recommendation

Be It Resolved that Council hereby,

1. Approves Report SRCAO.2024.09 being the Recruitment Policy, Sick time Policy and Banked time Policy,
2. And further authorizes the appropriate By-Laws be brought forward bring force and effect to the same.

Report Summary

The Municipality of Arran-Elderslie has listed Human Resources Enhancements, including employee recognition, engagement and wellness as a priority in the Corporate Strategic Plan with the goal of being a fantastic place to work. Staff is proposing establishing policies for non-union staff and non-union positions as it relates to sick leave, hours of work and overtime and recruitment.

Background

Staff have reviewed the Municipalities Human Resources practices to ensure alignment with current processes and legislative updates. It has been identified that certain processes require updating to meet these changes effectively.

Staff intend to bring forward various policies throughout the remainder of 2024 and into 2025. All draft policies are circulated to staff for comment and input prior to bringing them forward for Council consideration.

Analysis

Sick Leave Policy

The purpose of the Sick Leave Policy is to ensure that staff are able to maintain a level of income in the event of an illness or injury that requires the employee to be absent from work. The current practice is to follow the union collective agreement for non-union staff. The proposed policy will create equality for all staff as it pertains to sick leave.

Hours of Work and Overtime Policy

The Municipality will endeavour to provide adequate resources to enable each department to meet the objectives and level of service required without excessive overtime being incurred.

The purpose of the policy is to recognize that overtime work may occur in certain circumstances and proposes fair remuneration or time off in lieu be provided to employees to accommodate these circumstances.

The proposed policy also incorporates the Employment Standards Act requirements to require staff to “disconnect from work” to support an effective work-life balance and clearly outline that staff are not expected to respond to work messages outside normal working hours.

Recruitment Policy

The proposed policy shows commitment to fair hiring practices and to eliminate bias from the recruitment process. It clearly outlines the recruitment process and expectations of candidates and staff. The intent is to give preference to internal candidates if they possess the necessary skills and qualifications and supports internal succession planning and staff development.

Link to Strategic/Master Plan

6.5 Engaging People and Partnerships

Advance a positive culture and high employee engagement within the Municipality of Arran-Elderslie as the foundation for exceptional customer service.

Foster teamwork and efficiency through joint training and standardization across municipal departments.

Human Resources Enhancements, including employee recognition, engagement, and wellness.

Financial Impacts/Source of Funding/Link to Procurement Policy

Staff wages and sick time are included in the operating budget.

Approved by: Emily Dance, Chief Administrative Officer

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Policy

Section: 3.0 Human Resources

Policy: Recruitment Policy

Policy By-Law:

Date:

Revision:

Coverage:

This policy shall apply to all non-union positions of the Municipality of Arran-Elderslie, union positions are subject to the terms and conditions in their respective collective agreements.

Policy Statement:

The Municipality of Arran-Elderslie commits to fair hiring practices and seeks to eliminate bias from the recruitment process in order to hire the best candidate for the vacant position.

The Municipality shall endeavour to fill all vacancies by competition, either internal or external, with first preference to internal candidates.

Legislative Authority:

Section 270, Municipal Act, 2001

Contents:

1.0 Recruitment

When a non-union position that is part of the approved organization chart becomes vacant, the Manager will inform the Chief Administrative Officer (CAO) of the vacancy.

A newly created position must be recommended by the CAO and Manager and approved by Council in order for the organization chart to be updated.

The positions' current description will be reviewed and updated, if required. A new position description will be created if required by the CAO in consultation with the Manager.

Recruitments are conducted through "internal competition" which limits the search to Arran-Elderslie employees (union and non-union) or by way of "open competition" which extends the search outside the Corporation.

It is noted that Arran-Elderslie employees are eligible to apply in open competitions.

The CAO in consultation with the Manager will decide the appropriate method of search for qualified candidates.

If specified employees have been earmarked for promotion as the result of previously identified training and development (succession) plans, they will be considered first for vacant positions that are oriented to their identified promotion path.

The CAO has the discretion to post by internal and open competition concurrently.

2.0 Internal Competition

Positions that are to be filled, initially, by an internal competition will have the openings will be sent via e-mail to all staff with a current Arran-Elderslie e-mail address and posted on internal bulletin boards at all locations for seven (7) working days. Outside applications for internal job postings will not be accepted. In order to be selected for an internal position the employee must meet the selection criteria for the advertised position.

Probationary employees can not apply for positions that are advertised internally until their probation period is complete or the position is advertised externally, whichever ever comes first.

If an internal applicant is not selected, it is good employee relations to respond to unsuccessful internal applicants, to explain the reasons for their not being selected, before proceeding to review external candidates.

If an internal applicant does not meet all the required qualifications, their application may be further considered with the pool of external applicants.

3.0 External Competition

If internal posting has not yielded a qualified candidate, the Municipality will take the job posting public.

The position will be advertised at the most appropriate locations as determined by the CAO and Manager. The advertisement will be posted for a minimum of fourteen (14) working days.

4.0 Hiring of Relatives

4.1 This policy has been devised to eliminate any practice that may give rise to conflicts or difficulties for Supervisors, co-workers and subordinates when recruiting, maintaining order, maintaining

discipline or terminating employees when an employee is aware that this Supervisor, co-worker or subordinate is a relative of another employee.

- 4.2** “Relative” is defined as a parent, step parent; spouse, brother, sister, step-brother, step-sister, child, step-child, grandparent, step-grandparent, grandchild, step-grandchild, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, foster child, or common-law spouse.
- 4.3** Employees who become related while employed at the Municipality are required to advise the CAO as soon as possible. Where an actual or potential conflict arises the CAO, Manager and affected employees, where reasonable will work collaboratively to identify potential resolutions.
- 4.4** No recruitment of an individual is to take place in which a relative of that person is a Supervisor of, or would be supervised by the applicant.
- 4.5** Staff are required to remove themselves from the selection process, in those instances where they are related to any of the candidates.
- 4.6** Recruitment of a relative other than in a Supervisor/subordinate relationship is permissible provided that the CAO can establish that:
- Standard competition procedures have not been circumvented,
 - The applicant is the most qualified,
 - No undue influence was exerted on the recruiting Supervisor,
 - No potential conflict or difficulties appear to exist, and
 - Regular staff, supervisory part-time staff and members of Council given as references must be contacted before that particular applicant is considered.

5.0 Selection and Promotions

The policy is to attempt to fill vacancies from within the organization whenever possible, particularly if it results in a promotion or an improvement for the existing employee. Selection is on the basis of ability, effort, application, co-operation and consideration for length of service when other factors are considered equal. When an employee of particular talent or training is not available within the organization, it will be necessary to conduct a search for a suitable candidate outside of the organization.

- All full-time, $\frac{3}{4}$ time and part-time employee appointments require the formal approval by by-law of the Municipal Council;

- All hiring's are authorized by the CAO;
- Managers have discretion to hire casual and student employees;
- Contract employees require the approval of the CAO;
- All hiring's will be conducted with strict adherence to consistent, fair recruiting and selection practices

Selection Committee

The Selection Committee will consist of the following for the positions of:

CAO – Mayor, Members of Council and may include an external consultant and/or a member of the Management team.

Managers under the direct supervision of the CAO – CAO, Mayor and/or Deputy Mayor and may include additional Council members and/or an external consultant or industry expert.

All other positions –CAO and/or Manager and/or Supervisor and may include an external consultant or industry expert.

Selection Process

A proper screening mechanism shall be set up to receive and screen applications and enquiries measured against basic selection criteria. The information presented in written applications and resumes shall be the basis to sort out those candidates who should be short listed for interview. It will be tested against the job requirements and pre-determined selection criteria.

Locations and times for interviews shall be arranged ensuring that the time is uninterrupted. The short-listed candidates shall be provided with a position description. They shall be informed if the interview will involve written questions and if any tests shall be administered.

Ensure candidates selected for an interview are notified that “The Municipality of Arran-Elderslie will provide accommodations upon request in accordance with the Accessibility for Ontarians with Disabilities Act, 2005”.

Candidates shall be presented with the same questions and discussion points in the same order.

The selection committee shall evaluate candidates against the position description and the selection criteria. On that basis, the final choice can be narrowed down. If a second interview is required, it can be arranged. The second interview should not cover the same ground as the first.

Reference checks will be made as part of the assessment process. There is no point in checking references unless the candidate is seriously being considered for the position.

Reference Checks

Reference checks may be conducted to obtain additional or substantiating information concerning an applicant.

Reference checks will not be conducted on internal candidates unless the position they are applying to requires significantly different knowledge, skills or experience than that of any position they have held with the Municipality. The CAO may review an internal candidate's employee file for identified and/or addressed relevant and current performance concerns.

Personal and/or professional reference checks should be undertaken on all new and prospective employees by the CAO or Manager prior to any formal offer of employment.

The Municipality will not conduct or rely on any references obtained without the written permission of the candidate being considered for a vacant position.

Candidate Testing

The application process may require candidate testing and/or assessment to be completed as part of the interview process and/or as a condition of employment. Where testing and/or assessments are used, they will be conducted consistently amongst candidates selected to move forward in a specific recruitment, and will be relevant to a candidate's ability to reasonably perform the duties of the position.

Selection Reports

Staffing and hiring recommendations will be supported by Selection Reports that contain the following information:

- Title of position and reason for vacancy;
- Area and method of search (i.e. internal or open competition);
- How the vacancy was advertised;
- Selection criteria;
- Number of applications;
- Short listed candidates;
- Interview dates;
- Conclusions and recommendations of best candidate(s).

6.0 Offer of Employment

The CAO has the authority to negotiate benefits and vacation terms with new employees that fall within current policies to attract and retain talent effectively. Salary negotiations that fall outside the approved pay grid must be presented to and approved by Council to ensure consistency, compliance with organizational standards and budget constraints.

Following acceptance by the CAO, the initial offer can be made by telephone or at a meeting set aside for that purpose. It must, however, be confirmed in writing on behalf of the Municipality of Arran-Elderslie. The offer should contain:

- The position title.
- Starting salary and reference to the salary range and grid in which the position is placed.
- Starting date and time.
- The probation period that applies to the position.
- Any conditions that must be met (including but not limited to eg. criminal reference check, valid drivers license, medical certificate).

7.0 Voluntary Employee

From time to time, the Municipality may have available to them the use of voluntary human resources. Normally, this occurs through either a cooperative placement as part of an educational curriculum or through a court mandated Community Service program. The Municipality welcomes such placements so long as the goals and objectives of the municipality are not obstructed by the placement.

The Municipality does not initiate this "hire".

The Manager will seek the approval of the CAO for placing such individuals within their department. It shall be the Manager's responsibility to ensure that the placement is productive, and attempts meets the goals of the individual seeking placement.

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Policy

Section: 3.0 Human Resources

Policy: Sick Leave

Policy By-Law:

Date:

Revision:

Coverage:

This policy shall apply to all non-union employees of the Municipality of Arran-Elderslie, union employees are subject to the terms and conditions in their respective collective agreements.

Policy Statement:

The Municipality of Arran-Elderslie will establish a Sick Leave Policy to ensure that staff are able to maintain a level of income in the event of an illness or injury that requires the employee to be absent from work.

Legislative Authority:

Employment Standards Act (ESA)

Contents:

In lieu of a short-term disability plan, the Municipality of Arran-Elderslie will provide all regular non-union full-time employees salary continuance provisions protect its employees from financial hardship in the event of legitimate, substantiated illness or accident or personal emergency in the form of Sick Leave. This benefit is designed with the employee as priority, but we do recognize the need to assist our children and spouses at times.

This policy may be applicable for medical appointments, for self, children, or spouse; subject to approval and availability. It is encouraged that such appointments be booked on your own time, or as close to the beginning or end of work day where possible.

Sick leave is not transferable to any other benefit.

1.0 Sick Leave

- 1.1 Each eligible employee shall receive one (1) sick day or sick leave each month. Within the first year of employment, time shall be pro-rated accordingly. Subsequent years will be in accordance of one (1)

day each month.

- 1.2 Sick leave must be used in blocks of not less than one (1) hour
- 1.3 The unused portion of annual earned sick leave days shall be accumulated, to a maximum total of 240 days.
- 1.4 50% of accumulated sick leave is payable if the employee quits, is laid off, terminated, retires or the employee passes away.
- 1.5 All payment of sick leave shall be on the basis of the employee's regular hours of work.
- 1.6 The Municipality will prepare for each employee an annual statement of sick leave.

DRAFT

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Policy

Section: 3.0 Human Resources

Policy: Hours of Work and Overtime

Policy By-Law:

Date:

Revision:

Coverage:

This policy shall apply to all non-union employees of the Municipality of Arran-Elderslie, union employees are subject to the terms and conditions in their respective collective agreements.

Policy Statement:

The Municipality of Arran-Elderslie will establish hours of work, including shift work if required in order to administer its operations as efficiently and effectively as possible. As this is in the best interest of the general public.

The Municipality will endeavour to provide adequate resources to enable each department to meet the objectives and level of service required without excessive overtime being incurred. Recognizing that overtime work may: impact employees work productivity; affect their general health and; may increase stress in their personal life, fair remuneration or time off in lieu will be provided to employees to accommodate these expectations.

It is important for an individual's wellbeing and helps employees achieve a healthy and sustainable work-life balance to effectively disconnect from work.

Legislative Authority:

Employment Standards Act (ESA)

Disconnect from Work (ESA)

Contents:

1.0 Hours of Work

In order to administer its affairs as efficiently and effectively as possible, and in the best interest of the general public, the Municipality will establish hours of work, including shift work if required, for all job classifications.

Classifications

1. Regular Full Time: A salaried or hourly employee whose employment has no

specified end date. The normal minimum weekly hours of work for full-time salaried, management, supervisory, technical, administrative and administrative support employees will be thirty- five per week.

2. Regular $\frac{3}{4}$ Time: An employee who is expected to be an employee for at least one year and is scheduled to work at least 27.5 hours per week, but less than 35 hours per week.

3. Regular Part Time: An employee who is expected to be an employee for at least one year and is scheduled to work less than 27.5 hours per week.

2.0 General

Two fifteen-minute break periods and an unpaid 1-hour lunch is provided for shifts over 7 hours. All other shifts shall be provided lunch periods in accordance with the Employment Standards Act.

3.0 Disconnecting From Work

Disconnecting from work is defined as not engaging in work-related communications including emails, telephone calls, video calls or sending or viewing other messages so as to be free from the performance of work. The Municipality supports an effective work-life balance and employees are generally not expected to respond to work messages outside of their normal working hours. In the event of an emergency or urgent matter employees may be contacted directly.

4.0 Overtime

The Municipality will endeavour to provide adequate resources to enable each department to meet the objectives and level of service required without excessive overtime being incurred.

Management employees are expected to manage the resources of their department and their own time using proper delegation, time management and other management principles, in order to accomplish this.

For the purpose of this policy overtime is considered to be any hours worked over and above one's normal working hours.

1. Employees

- a. A limited amount of overtime is acceptable during particular times of the year when a department may encounter increased demands (eg. Tax billing, budget preparation, year end, tax due dates, after hour meetings, special events, and emergency management). Immediate Supervisors shall authorize all overtime.

- b. Overtime hours as a result of increased demands are banked "hour for hour" from the first hour worked and can be taken as time off in lieu.
- c. Authorized after hour meetings will be banked "hour for hour".
- d. Overtime hours can be banked to a maximum of 2 weeks (70 hours) in a calendar year.
- e. All overtime that is to be banked shall be documented on the bi-weekly timesheets. When using banked overtime for time off in lieu an absenteeism form will be filled out accordingly. The employee's immediate supervisor must authorize all overtime hours in advance.
- f. Overtime may be banked once the banked time agreement has been signed and, with the immediate Supervisor's approval. Hours will be documented by the Payroll Department.
- g. All efforts will be made to take banked time within the current or next consecutive pay period.
- h. A maximum of 35 hours may be carried over to the following year with the approval of the CAO. If 35 hours are carried forward the maximum amount of overtime remains at 70 hours for the year.
- i. Upon termination or resignation of an employee, accumulated time off in lieu or banked hours will be paid out to a maximum of 70 hours.
- j. An employee's regular salary or wages will be paid for the working days of a conference, convention, or professional development training. No overtime will be paid for hours extended outside the employee's normal working day. If travel time is required on a weekend or holiday in order to attend a conference, convention or professional development approval may be given by the CAO. Please note: Conferences, Conventions and Professional Development Training are a privilege, not a mandatory requirement and thus, the employee is expected to contribute their time beyond the normal working day.



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: November 12, 2024

Subject: County of Bruce Official Plan

Report from: Emily Dance, Chief Administrative Officer

Appendices: [Link to Draft Official Plan Documents](#)

Recommendation

Be It Resolved that Council hereby,

1. Receives report SRCAO.2024.10 County of Bruce Official Plan and
2. Directs staff to forward the draft comments the County of Bruce regarding the New County Official Plan

Report Summary

Staff reviewed the proposed County of Bruce Official Plan. Overall staff is in support of the Official Plan as proposed.

Staff note concerns with amendments to current agricultural designations and request property owners with changed in designations be notified directly to ensure they are aware of impacts the change may have to their current and future needs.

Staff support the mapping as proposed; however, similar to above suggest all properties with a designation change be notified to alleviate future concerns being raised after the commenting period has lapsed and amendments are in effect.

Concerns from CBO's have been raised related to nitrate study requirements between the Building Code and planning regulations as it relates to requirements for a nitrate study being included in the OP. Staff encourages continued on-going communications between Planning Staff and CBO's on this matter.

The proposed changes related to advanced wastewater treatment systems take a risk-management approach to allow greater flexibility for additional residential units in un-

serviced settlement areas than the current plan, and maintains opportunities for reasonable intensification in areas where it serves a community benefit.

Staff support on-going communications between planning staff and CBO's to ensure the policies do not cause additional legislative requirements.

Staff would like to recognize the time and effort from Bruce County staff in preparing the New Official Plan and the consultation process.

Background

On September 23, 2024 the County of Bruce provided a presentation to Council on the new County Official Plan.

The new Official Plan sets the vision, goals and policies for land use planning in Bruce County to the year 2046. The Official Plan functions both as the upper-tier plan, and as the detailed land use plan in areas that are not covered by a local Official Plan, such as most Hamlets, Shoreline and Rural Recreation areas, and Agricultural, Rural, and Open Space areas outside of settlement areas.

The Municipality of Arran-Elderslie's local Official Plan covers the urban areas of Chesley, Paisley and Tara/Invermay with the remaining lands being part of the County of Bruce Official Plan.

Analysis

The New Bruce County Official Plan identified eight guiding principles. Staff have used the [County of Bruce staff report](#) from September 5, 2024 as a summary of the key points and have provided a staff comment at the bottom in italics.

Housing

- maintaining minimum density requirements where development is proposed on full municipal services
- supporting a broad range and mix of housing including a mixture of unit sizes and availability of rental units,
- facilitating as-of-right approvals for Additional Residential Units, where possible, and
- aiming to achieve affordable housing by identifying affordability targets.
- the Draft Plan recognizes the role of the Housing Action Plan and Housing and Homelessness Plan to take action on housing.

Staff is in support with the Housing principles as outlined.

Good Growth

- include policy for growth allocation, with the majority of new growth expected to occur in Primary and Secondary Urban Communities and Hamlets.

- New policy direction includes a target of 15% of growth to be through intensification, which means incorporating growth in existing built-up areas such as through redevelopment or infilling.
- New policies have been provided in this section to address municipal settlement boundary expansions, which are consistent with the policies of the 2024 Provincial Planning Statement.

Staff is in support of good growth as outlined. It should be noted that there are no proposed settlement boundary expansions proposed for Arran-Elderslie.

Agriculture

- The Draft Plan recognizes agriculture as an important economic contributor to the County's economic prosperity.
- The policies of the Draft Plan protect the County's Prime Agricultural Areas for the long-term, which is based on an understanding that agricultural land is a non-renewable resource that will be needed for generations to come.
- A new policy change has been added in response to the new 2024 Provincial Planning Statement to allow a maximum of two additional residential units (ARU) in the Agriculture designation, where at least one of the units is within or attached to the primary dwelling. This is an increase from the previous maximum of one ARU in the Agriculture designation.

Staff is in overall support of the policies as listed. Staff have concerns with any amendments to current agricultural designations and request property owners with changed in designations be notified directly to ensure they are aware and any impacts the change may have to their current and future needs.

Business

- Recognizing the need to create a competitive environment for business investment, the plan identifies Agriculture, Tourism and Energy as key strategic economic drivers.
- Further, the plan supports diversification of the economic base of the County to facilitate development of complete communities.

Staff is in support of the business policies as proposed.

Connecting

- The Draft Plan builds on the work of the Master Transportation Plan, which forms the basis of the County's transportation decisions and the County's role in public transportation services.
- The Plan recognizes the role of County and Local roads and Provincial highways to service the needs of business and the travelling public.
- To support the continued safety and integrity of the road network, the plan provides limits on how development can occur adjacent to highways, arterial roads and collector roads.

Staff is in support of the proposed policy as it related to transportation.

Heritage

- The Draft Plan recognises the importance of protecting built heritage resources, cultural heritage landscapes and archaeological resources.
- The Bruce County Cultural Action Plan and the Archaeological Master Plan are recognized in the Draft Plan for the role they play in the preservation and enhancement of the County's diverse heritage.
- The Draft Plan recognises the unique heritage, culture and artistic expressions of the Saugeen Anishnaabek and the indigenous peoples and communities that have traditional and historic ties to this land.

Staff is in support of the proposed policy as it relates to Heritage

Natural Legacy

- The Draft Plan builds on a history of policy-based protection for the natural environment and identifies a County-wide Natural Environment System, which is made up of the Natural Heritage System and the Water Resource System.
- The natural environment system policies apply in addition to the policies of the land use schedule to protect the most sensitive environmental features, like wetlands, while allowing development that can be achieved without a negative impact to the features and functions of the natural environment system.

Staff is in support of the proposed policy as it relates to Natural Legacy

Drinking Water Protection

- An important area of focus in the new Plan is helping municipalities to manage the risks associated with pressures for development and the need to protect drinking water.
- The Building Code principally addresses biological contamination, and does not include any clear regulatory mechanism to address nitrate concentrations.
- Through a series of meetings with several local Chief Building Officials (CBOs) the County has identified areas of general consensus that include:
 - a need to advocate to the Province for clearer guidance and resolution of regulatory gaps between the planning function and the building code,
 - consideration of communal services where appropriate, and
 - potential for area-wide studies to investigate existing conditions.
- Consultation with CBO's the County has broadly identified some areas where the Official Plan can provide appropriate flexibility, including:
 - Previously approved permissions for one Additional Residential Unit on lots larger than 0.4 hectares and up to 2 additional residential units in some areas on 0.6ha lots,
 - Reconfiguring existing development (for example converting a 5-bedroom house into a 2-bedroom house with a 2-bedroom apartment) without triggering septic system performance reviews, and
 - Adding an ADU to an undersized rural lot that has a 30m setback to any nearby well.
- However, as a consequence of the ongoing regulatory gap between the building code and planning regulations the draft new Official Plan continues

to require a Nitrate Study where reconfiguration of development would trigger a septic system performance review.

Staff agree there are concerns between the Ontario Building Code (OBC) and planning regulations as it relates to requirements for a nitrate study. Staff support continued on-going communications between Planning Staff and CBO's on this matter.

Advanced Wastewater Treatment Systems

- The current plan permits the consideration of tertiary or advanced wastewater treatment systems where smaller lots are proposed, or development would otherwise be unable to maintain drinking water quality, so long as the zoning by-law or a registered agreement requires them to be used on the property.
- When it comes to allowing a development that can only maintain groundwater quality if one of these systems is installed and maintained to reduce nitrate concentrations in the wastewater, there are some significant concerns, including:
 - Whether, despite an agreement or zoning provision, a CBO could legally refuse an application for a building permit for a conventional septic system on the property, if it complied with the Building Code,
 - Whether a Municipality can sufficiently address the performance of a system in terms of nitrate removal, when its authority to regulate them through an agreement may be limited to construction, operation, and maintenance,
 - The costs of enforcement (through the courts) in comparison to the ability to use orders under the Building Code, and
 - The administrative challenges of ensuring that the owners of these systems (whether voluntarily installed or required to justify a development project)
 - maintain annual service contracts required under the Building Code.
- The proposed plan recognizes that individual owners may choose to install advanced systems to service their developments, and proposes a balanced approach.
- The proposed changes take a risk-management approach to allow greater flexibility for additional residential units in un-serviced settlement areas than the current plan, and maintains opportunities for reasonable intensification in areas where it serves a community benefit.

Septic Systems are regulated and enforced by the OBC and/or MOECC (over 10,000 litres). The OBC regulates setbacks Structures, wells, lakes, ponds, rivers, springs, streams and property lines etc. Staff support on-going communications between planning staff and CBO's to ensure the policies do not add unnecessary regulations.

Mapping: Land Use, Connections, and Constraints

- Schedule 'A' is the general land use Schedule and includes changes to the Prime Agricultural Land designation that reflect the work of the Land Evaluation and Area Review (LEAR) study, combining the Rural Recreation area, Inland Lake Development Area, and Travel Trailer Park and Commercial Campground designations into a single 'Shoreline and Rural Recreation' designation, expanding the use of the 'OS' Open Space designation to include lands exempt from municipal property taxes which are owned by various conservation organizations, and replacement of Niagara Escarpment Plan mapping with mapping indicating the extent of the Niagara Escarpment Plan. Current best available Hazard Land mapping is also incorporated into this schedule.
- Schedule 'B' continues to indicate County and Local roads and Provincial highways within the County and Designated Settlement Areas
- Schedule 'C' – Constraints - illustrates features on the landscape that may pose a constraint to development. Included are Mineral Aggregate Resources, which are nonrenewable sand, gravel and rock resources that are found in limited areas and require protection for their use over the long term. Also mapped are closed and active landfills and water treatment plants, which require setbacks from sensitive uses, such as residential development.
- Schedule 'D' is proposed to comprise a set of maps, each showing a drinking water source protection schedule applicable within Bruce County, as it is found within each approved Source Protection Plan.
- Schedule 'E' is the comprehensive Natural Heritage Systems map which is required by the Provincial Planning Statement and includes Provincially Identified natural heritage features and areas and other natural heritage features and areas that are classified as 'Key' and 'Supporting' features. The Natural Heritage System does not require changes to existing agricultural uses.
- Schedule 'F' is the Water Resource System which the provincial planning statement requires municipalities to identify. Mapping includes surface water features such as rivers and lakes, which require protection beyond their function as fish habitat to providing a source of water that supports their surrounding ecology.

Staff support the mapping as proposed; however, suggest all properties with a designation change be notified to avoid future concerns being raised after the commenting period has lapsed.

Link to Strategic/Master Plan

6.3 Facilitating Community Growth

Financial Impacts/Source of Funding/Link to Procurement Policy

There are no financial impacts associated with this report.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: October 28, 2024

Subject: SRDPCLK.24.11 Tile Drainage Loan Application - Rudy - 972 Bruce Road
40, Dobbinton

Report from: Julie Hamilton, Deputy Clerk

Appendices: None

Recommendation

Be It Resolved that Council hereby,

1. Receive Tile Drainage Loan Application from Luke Rudy, with an estimated cost of \$200,000 for the drainage system for the property described as Lot 12 & 13, Concession 13, and municipally known as 972 Bruce Road 40, geographic Township of Elderslie, Roll Number 4103-380-004-14400, subject to the availability of funds allocated by the Province of Ontario for tile drainage purposes; and
2. That the amount of the tile drain loan will be \$50,000; and
3. That a by-law be prepared to impose special annual drainage rates upon land in respect of which money is borrowed under the Tile Drainage Act.

Report Summary

The purpose of this report is to request Council approval for a tile loan application authorized under the *Tile Drainage Act*.

Background

In Ontario, the Tile Loan Program, authorized by the *Tile Drainage Act*, provides loans to agricultural property owners to help them finance tile drainage projects.

Landowners who are planning to install a tile drainage system on their agricultural land are eligible for a tile loan under the Tile Loan Program. Under this program, the application must be submitted to Council. Once Council approves the application, the owner arranges to have the work completed by a licensed tile drainage contractor.

The municipality will inspect the work and prepare a debenture for submission to the province in the amount of the loan or loans. The province then issues a cheque to the municipality who in turn passes it on to the applicant. The municipality collects the loan repayments from the applicant through their property taxes and passes these payments back to the province.

The Ministry of Agriculture, Food and Rural Affairs has provided details of the Tile Loan Program for the 2024/2025 fiscal year. Tile loans are available at a 6% interest rate for a ten-year term. The maximum amount of loan available is 75% of the installation costs, to a maximum of \$50,000 per registered property owner in one year.

It should be noted that Arran-Elderslie has made two requests by way of formal letter to OMAFRA to re-evaluate the tile loan program due to the increased costs of tile drainage works. To date, no response has been received regarding the requests.

Analysis

An application has been received for a loan under the Tile Loan Program from the landowner (Luke Rudy) of lands municipally described as Lot 12 & 13, Concession 13, and municipally known as 972 Bruce Road 40, geographic Township of Elderslie, Roll Number 4103-380-004-14400, with the estimated cost of the drainage system in the amount of \$200,000. The applicant is permitted a loan for up to 75% of the cost of the drainage works for the maximum amount of \$50,000, subject to the submission of invoicing and mapping following the completion of the work.

The Municipal Drainage Inspector, Public Works Manager Scott McLeod, will perform an inspection of the drainage works and to ensure that the installation work is satisfactory to the Municipality.

Link to Strategic/Master Plan

6.2 Supporting Businesses and the Local Economy

Financial Impacts/Source of Funding/Link to Procurement Policy

The *Tile Drainage Act* allows municipalities to sell debentures to the province for funding private tile drainage projects. The term of the loan is ten (10) years, and the repayment is due annually to the province. The tile loan repayments are added to the landowner's property tax bill over a ten-year period.

Borrowing By-law No. 03-2021, which authorizes the Municipality to borrow money for the construction of drainage works, was passed in 2021 and has a current borrowing balance of \$332,700.00.

A \$90.00 administration-inspection fee will be charged for applications in accordance with the fees and service charges by-law.

Approved by: Emily Dance, Chief Administrative Officer



The Corporation of the Municipality of Arran-Elderslie

Information Report

Meeting Date: October 28, 2024

Report From: Pat Johnston, Chief Building Official

Subject: SRCBO.24.05- Building Permit Statistics for 2024

Appendices: Appendix A – Building Permit Activity – 2024

Report Summary

The report provides Council with an update on building permit applications submitted for the period from January through September 2024, as well as an additional four years of historical comparatives.

Background

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

Analysis

The third quarter was very strong with more than \$8,500,000 in construction activity. Residential took a sharp climb this quarter and now sits at 50% of Construction values. Agriculture remains solid at 43%. Building starts are above expectation for 2024. Construction values sitting at \$21,773,260, the forecast is solid.

Link to Strategic/Master Plan

6.3 Facilitating Community Growth

Financial Impacts/Source of Funding

The applications submitted have produced a positive result for building permit fees with a current total of \$182,990 making up 84% of the forecasted yearly Operating Budget in the first 3 quarters. It is forecasted that the fourth quarter will climb significantly higher with building code changes coming January 1, 2025 and County Development Charges rising.

Approved By: Emily Dance, Chief Administrative Officer



Municipality of Arran Elderslie

Construction Forecast

The following permits have been submitted for Approval:

Class	Type	Month- Jan-Sept 2024														
		Permits Submitted					Construction Values					Permit Values				
		2020	2021	2022	2023	2024	2020	2021	2022	2023	2024	2020	2021	2022	2023	2024
Residential - House/ARU		17	24	9	8	9	\$ 6,206,000.00	\$ 9,856,844.55	\$ 4,275,000.00	\$ 4,820,000.00	\$ 5,000,000	\$ 55,720.77	\$ 87,543.70	\$ 34,536.14	\$ 30,803.80	\$ 36,543
Residential - Addition / Reno		13	18	21	14	17	\$ 825,650.00	\$ 1,426,460.00	\$ 1,415,722.00	\$ 1,128,000.00	\$ 1,423,200	\$ 9,005.20	\$ 15,539.59	\$ 12,277.26	\$ 10,279.54	\$ 11,690
Residential - Deck / Porch		10	6	9	5	6	\$ 77,149.00	\$ 65,000.00	\$ 71,900.56	\$ 93,000.00	\$ 81,000	\$ 2,290.40	\$ 1,349.20	\$ 2,233.10	\$ 1,376.80	\$ 1,652
Residential - Accessory		8	14	21	14	19	\$ 114,100.00	\$ 773,000.00	\$ 607,000.00	\$ 698,000.00	\$ 685,500	\$ 2,241.00	\$ 9,835.50	\$ 12,684.75	\$ 6,274.95	\$ 10,593
Residential - Multi-Unit		4	3	6	3	5	\$ 1,040,000.00	\$ 2,400,000.00	\$ 4,250,000.00	\$ 7,800,000.00	\$ 3,600,000	\$ 9,502.49	\$ 25,436.13	\$ 37,724.30	\$ 57,923.60	\$ 36,913
Other (Pool, Fireplace, etc)		4	12	5	1	2	\$ 41,600.00	\$ 483,000.00	\$ 235,000.00	\$ 500.00	\$ 15,700	\$ 575.00	\$ 3,200.00	\$ 1,350.00	\$ 150.00	\$ 280
Agricultural - Barn / Access.		11	25	11	16	17	\$ 1,100,000.00	\$ 4,854,100.00	\$ 4,042,000.00	\$ 4,106,000.00	\$ 8,510,000	\$ 11,845.00	\$ 54,385.15	\$ 31,700.30	\$ 36,270.30	\$ 61,350
Agricultural - Add. / Reno		9	2	1	6	3	\$ 344,000.00	\$ 140,000.00	\$ 21,000.00	\$ 766,000.00	\$ 720,000	\$ 4,752.50	\$ 2,325.50	\$ 382.00	\$ 6,207.75	\$ 4,866
Agricultural - Grain Bin / Silo		4	3	8	6	4	\$ 235,000.00	\$ 430,886.00	\$ 445,000.00	\$ 808,000.00	\$ 270,000	\$ 2,946.00	\$ 450.00	\$ 6,006.60	\$ 4,620.00	\$ 2,578
Agricultural - Manure Storage		0	1	1	1	0	\$ -	\$ 150,000.00	\$ 75,000.00	\$ 60,000.00	\$ 0	\$ -	\$ 150.00	\$ 1,050.00	\$ 3,392.70	\$ 0
Com/Ind/Ins - New Building		2	3	4	2	5	\$ 151,000.00	\$ 690,300.00	\$ 2,425,000.00	\$ 265,000.00	\$ 657,360	\$ 2,661.00	\$ 3,897.55	\$ 10,524.27	\$ 2,652.00	\$ 2,605
Com/Ind/Ins - Addition		3	0	0	2	0	\$ 255,000.00	\$ -	\$ -	\$ 103,000.00	\$ 0	\$ 1,197.20	\$ -	\$ -	\$ 280.00	\$ 0
Com/Ind/Ins - Renovation		3	6	3	8	2	\$ 470,300.00	\$ 487,500.00	\$ 332,000.00	\$ 792,400.00	\$ 700,000	\$ 737.30	\$ 4,020.20	\$ 4,220.00	\$ 10,789.60	\$ 9,600
Septic - New System		9	5	3	5	4	\$ 81,000.00	\$ 80,000.00	\$ 45,000.00	\$ 603,000.00	\$ 40,000	\$ 4,750.00	\$ 3,000.00	\$ 1,800.00	\$ 9,000.00	\$ 2,400
Septic - Repair Existing		4	9	8	7	3	\$ 33,200.00	\$ 90,000.00	\$ 125,000.00	\$ 100,000.00	\$ 36,500	\$ 1,350.00	\$ 3,150.00	\$ 2,800.00	\$ 2,450.00	\$ 1,300
(Refer Below)		0	0	0	0	0	\$ 29,000.00	\$ 188,200.00	\$ 45,179.00	\$ 58,000.00	\$ 34,000	\$ 625.00	\$ 820.00	\$ 1,080.00	\$ 1,060.00	\$ 620
Monthly Building Totals		101	131	110	98	96	\$11,002,999.00	\$22,115,290.55	\$18,409,801.56	\$22,200,900.00	\$21,773,260.00	\$110,198.86	\$215,102.52	\$160,368.72	\$183,531.04	\$182,990.56
Cancelled		0	0	0	1	2										
Plumbing Permits		0	0	0	0	0										
New Sewer Connections		0	0	0	0	0										
Demolition Permits		5	5	5	7	3										
Change in Use, Tents, Etc.		0	1	2	2	2										
Total # of Permits issued		106	137	117	108	103										

Original Signed by
P. Johnston
Chief Building Official



The Corporation of the Municipality of Arran-Elderslie

Staff Report

Council Meeting Date: November 12, 2024

Subject: Paisley Minor Softball – Diamond Refurbishment Project

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

Appendices: Draft MOU

Recommendation

Be It Resolved that Council hereby,

1. Support Paisley Minor Softball with their ball diamond refurbishment project and fundraising campaign proposal;
2. Approves entering into a Memorandum of Understanding with Paisley Minor Softball outlining the framework for the project, establish the roles and responsibilities of the parties including the financial arrangements and bring forward the by-law to bring force and effect to the same.
3. Approves the Paisley Splash Pad Committees request to provide \$2,500 of their surplus funding toward the Ball Diamond Refurbishment Project.

Report Summary

To outline the proposed project activities from Paisley Minor Softball to upgrade Diamond One in Paisley and to seek Council support for the project.

Background

Members of Paisley Minor Softball delegated to Council on October 15, 2024. The group has requested to begin a fundraising campaign to support upgrades of Ball Diamond One in Paisley. Proposed upgrades include infield aggregate and associated levelling, bleachers, dugouts and a storage shed.

Analysis

Staff have begun preliminary conversations with Paisley Minor Softball regarding the potential to upgrade the infield aggregate, repair or replace the dugout structures, replace the spectator bleachers and to purchase a new storage shed. Paisley Minor Softball has prepared and presented their fundraising campaign to Council using preliminary figures as a starting point for funding that they hope to achieve.

Staff believe that this is a worthwhile project and will work with Paisley Minor Softball throughout the course of this project.

Staff is recommending that the Municipality and Paisley Minor Softball enter into a Memorandum of Understanding Agreement. The purpose of this is to create a framework for the project, establish the roles and responsibilities of the parties including the financial arrangements, adherence to the Municipal Procurement by-law, donation parameters, signage and other items included in the Grants and Donations Policy.

Link to Strategic/Master Plan

6.1 Protecting Infrastructure, Recreation and Natural Assets

6.5 Engaging People and Partnerships

Financial Impacts/Source of Funding/Link to Procurement Policy

The estimated project cost presented by Paisley Minor Softball is \$ 67,000. Staff will work with Paisley Minor Softball regarding procurement, project timing and ensuring adequate funding is in place prior to work beginning.

The Paisley Splash Pad Committee has suggested that \$2,500 of their surplus fundraising be directed towards the Ball Diamond Refurbishment project.

Staff are aware that this project could take a phased approach, depending on the level of funding received. Paisley Minor Softball is working toward a spring 2025 project. The project number is 25-RECC-4153.

Approved by: Emily Dance, Chief Administrative Officer

THIS AGREEMENT is made the day of , 2024

BETWEEN:

The Corporation of the Municipality of Arran-Elderslie
Hereinafter called the "Municipality"
OF THE FIRST PART

AND

Paisley Minor Softball
Hereinafter called "Paisley MB"
OF THE SECOND PART

WHEREAS the Municipality is the owner of the property located at Rotary Park, Paisley (293 James Street) in the Municipality of Arran-Elderslie, in the County of Bruce;

AND WHEREAS on November 12, 2024 Council passed Resolution XX granting Paisley MS permission to commence fundraising activities to support enhancements to Diamond 1 at Rotary Park, Paisley;

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The agreement is for a two (2) year term from November 15, 2024.

2. Responsibilities of Paisley MS

- a. Paisley MS shall be responsible for the fundraising of a components of this project including ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
- b. Paisley MS will seek approval from Municipality on procurement of ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
- c. Paisley MS will provide the Municipality with a proposed time-line and schedule of the project prior to commencement of the project for approval.

- d. Paisley MS agrees and acknowledges to abide by the Municipality's Fundraising and Donations Policy, attached as Schedule A.
3. Responsibilities of the Municipality
 - a. Appoint the Manager of Facilities, Parks and Recreation as the key contact for the project responsible for approvals of the project.
 - b. Ensure all social media and publications and signage for the project are in keeping with the policies and procedures of the Municipality.
 - c. The Municipality shall be responsible for the procurement of ball diamond infield aggregate, works associated with ball diamond preparation, spectator bleachers, player dugouts and storage shed.
 - d. The Municipality will review approvals in a timely manner to Paisley MS on project timeline and communications to ensure no disruption in service.
 - e. The Municipality will collect monies for this project, document revenues and expenditures and report to Paisley MS as required.
 - f. The Municipality shall transfer \$ 2,500.00 from the Paisley Splash Pad project to the account associated with this project.
 4. Financial Requirements
 - a. This project will be funded by way of grants and donations obtained by Paisley MS, there will be no municipal tax dollars allocated to this project.
 - b. This project is not loan based, and, as such, will only proceed when adequate funding has been secured. Paisley MS recognizes that this project might require a phased approach, if all funding is not secured.
 5. Project Completion and Recognition
 - a. Paisley MS will seek Municipal approval for any social media or publications regarding this project.
 - b. Paisley MS will seek Municipal approval for any signage or recognition events associated with this project.
 - c. Paisley MS will review the Fundraising Campaigns, Appendix A, found in the Fundraising and Donations Policy.

6. Notice of Termination

If either the Paisley MS or the Municipality wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that effect will be given in writing NOT LESS THAN SIXTY (60) DAYS. Paisley MS agrees and acknowledges that a notice to Terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Municipality of Arran-Elderslie
1925 Bruce Road 10
Chesley, Ontario N0G 1L0 Attention: Manager of Facilities, Parks & Recreation

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Paisley Minor Softball
Paisley, ON N0G 2N0

7. Indemnity

Paisley MS agrees to indemnify and save the Municipality and the Municipality's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to this project. Paisley MS shall respond to any such matter by engaging legal counsel to represent the Municipality's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

Paisley MS is required to indemnify the Municipality for expenses incurred. If a claim arises, Paisley MS shall indemnify the Municipality to the extent that the Township has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED
In the presence of

PAISLEY MINOR SOFTBALL

Mariah Hindman

Vice President
Paisley Minor Softball

Kim Craddock
President
Paisley Minor Softball

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Christine Fraser-McDonald
Clerk
Municipality of Arran-Elderslie

Steve Hammell
Mayor
Municipality of Arran-Elderslie

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

**BY-LAW NO. 54-2024
BEING A BY-LAW TO ADOPT FUNDRAISING AND DONATION POLICY FOR
THE MUNICIPALITY OF ARRAN-ELDERSLIE**

WHEREAS by Section 5(3) of the *Municipal Act, S.O. 2001, c.25, as amended*, provides that powers of every Council are to be exercised by By-law unless specifically authorized to do otherwise; and

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie considers it appropriate and proper to adopt Fundraising and Donation Policy.

WHEREAS Council passed Resolution 294-19-2024 adopting the Fundraising and Donation Policy.

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

1. That the Fundraising and Donation Policy, attached here to as Schedule "A", is hereby adopted.
2. That Schedule "A" forms part of this By-law.
3. That this By-law shall come into force and take effect immediately upon the final passing thereof.

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

READ a THIRD time and finally passed this 12th day of November, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk



The Corporation of the Municipality of Arran-Elderslie

Policy Name:	Fundraising and Donation Policy	Policy No: ECDEV-2024-01
Department:	Economic Development	
Effective Date:		
Date Revised:		
Authority:	By-Law No. XX-2024	Repealed Authority:

1.0 PURPOSE

To establish a policy for accepting community and commemorative donations to the Municipality of Arran-Elderslie.

2.0 POLICY STATEMENT

Donations are important to the vitality of the services, programs and infrastructure provided by the Municipality to preserve, enhance and strengthen the quality of life in the community.

3.0 SCOPE

This policy applies to all community donations and/or commemorative donations made to the Municipality of Arran-Elderslie including all donations made for specific projects.

For the purposes of applying and administering this policy, donations for community benefit are those intended to provide a public good. Donations to the Municipality are not to serve as an alternative to paying for fees, permits, programs, and/or services.

For a donation to be valid under this policy there must be an intention by the donor to give to the Municipality, a delivery of the donation by the donor to the Municipality, and an acceptance of the donation by the Municipality. The process is not complete until the donation is accepted by the Municipality.



The Corporation of the Municipality of Arran-Elderslie

All donations to the Municipality must comply with federal and provincial statutes, municipal by-laws, CRA regulations relating to donations.

4.0 DEFINITIONS

“Charitable donation” means voluntary transfers of tangible property, including cash.

“Conditional cash donation” means a donation of any legal tender, with a condition or requirement of the Municipality such as waiving of fees or an obligatory purchase by the Municipality.

“Communications Coordinator” means the Economic Development and Communications Coordinator for the Corporation of the Municipality of Arran-Elderslie.

“Council” is the Council of the Corporation of the Municipality of Arran-Elderslie.

“CRA” means the Canada Revenue Agency.

“Donation” a donation is a gift that is made freely and without advantage. A donation cannot be directed, but donor may ask that their gift be used in a particular program of the Municipality as long as there is no benefit to the donor.

“Eligible donations” means donations that can be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

“Fair market value (or valuation)” means the highest dollar value that a property would bring in an open and unrestricted market between the willing buyer and the willing seller who are acting independently of each other. The fair market value of a property does not include taxes paid; taxes are costs incurred by the purchaser.

“Fundraising campaigns” means donations may be receipted by the Municipality on behalf of an organization who is fundraising for a project if: the community project the organization is undertaking is in the interest of the Municipality; the project operates under the Municipality’s authority which requires Council approval; and the Municipality exercises ongoing direction and control over the use of the receipted funds.

“In-kind donation” means tangible items, other than cash, that are eligible donations.



The Corporation of the Municipality of Arran-Elderslie

“Legacy donations” means a gift to a charity or non-profit organization in your will. This type of donation will fall under conditional or unconditional component of this policy.

“Municipality” means the Corporation of the Municipality of Arran-Elderslie.

“non-qualifying donations” means donations that cannot be acknowledged with official donation receipts for income tax purposes, in accordance with CRA guidelines.

“Official income tax receipt” means a receipt issued to an individual by the Municipality of Arran-Elderslie acting as a qualified donee. Individuals may use these official income tax receipts for personal tax rebates in accordance with CRA regulations.

“Qualified donee” holds the same meaning as the Income Tax Act, meaning an organization that can issue official donation receipts for gifts they receive from individuals and corporations.

“Treasurer” means the treasurer of the Corporation of the Municipality of Arran-Elderslie or their designate.

“Unconditional cash donation” means a donation of any legal tender with no conditions or requirements attached by the donor upon acceptance by the Municipality. Unconditional cash donations include donations to a municipal project approved by Council.

5.0 POLICY CONTENT

5.1 Donation Types

The types of donations are as follows:

- Unconditional cash donation
- Conditional cash donation
- In-kind donation
- Fundraising campaign



The Corporation of the Municipality of Arran-Elderslie

5.2 Donation Approval Authority

Donations cannot be accepted, installed or utilized in any way without the following authorization:

- All unconditional cash donations, conditional cash donations or in-kind donations under \$5,000 may be approved through the signature of the Treasurer or designate on the donation receipt.
- Council must approve organization requests for conditional cash and in-kind donations valued at over \$5,000 and all fundraising campaigns.

For donations requiring Council approval, a report shall be prepared by the treasurer and submitted to Council which outlines the nature of the potential donation and will provide a brief summary of how the proposed donation meets or will address the key issues which are provided.

The Municipality shall not accept a donation where any advantage will accrue to the donor or to any person not dealing at arm's length to the donor as a result of the donation. The Municipality may decline donations from any donor who in the opinion of staff, represents a reputational risk to the Municipality through involvement in activities that are contrary to the values of the Municipality.

Examples include but are not limited to:

- Proven or suspected criminal organizations; and
- Organizations that promote hatred against individuals or groups

5.3 Issuance of Official Donation Receipt

Receipts may be issued for all donations having a value of \$25.00 or more, if requested by the donor.

To be eligible for an official charitable donation receipt, the donation has to:

- Be approved in accordance with Section 5.2 of this policy
- Be made payable to the Municipality of Arran-Elderslie
- Be in cash or in-kind
- Be voluntary
- Be supportive of the Municipality's priorities or beneficial to the community of the Municipality
- Be unconditional



The Corporation of the Municipality of Arran-Elderslie

- Qualify under all current CRA guidelines and Income Tax Act

5.4 Issuance of an Official Donation Receipt – Fundraising Campaigns

The CRA indicates that donations from individuals can be receipted by the Municipality on behalf of an organization if:

- the benefits to the donor have not exceeded 10% of the value of the donation to a maximum of \$1,000;
- the fundraising campaign the organization is undertaking is in the interest of the Municipality;
- the project operates under the Municipality's authority which requires Council approval; and
- the Municipality exercises ongoing direction and control over the use of the receipted funds

However, if the Municipality accepts donations and provides money to a non-qualified donee without maintaining direction and control, the Municipality is acting as a conduit and a receipt cannot be issued. Under these circumstances, if a receipt was issued, the Municipality could jeopardize their qualified donee status.

The requirement for the Municipality to exercise ongoing direction and control as to how the donated funds are to be spent may require a level of direct involvement that the prospective donee may not be comfortable with.

However, to ensure the Municipality is issuing income tax receipts within the rules of the Income Tax Act, there must be evidence of authority and direction and control. This may include the expenditures and revenues going through the Municipality's books or the Municipality monitoring and supervising the activity through progress reports, collection of receipts for expenses, financial statements, municipal staff attendance at meetings, etc.

Fundraising Campaigns that result in the Municipality acquiring an asset require the following information to be provided to the Municipality by the Community Group:

- Copy of all invoices for the asset(s)
- Copy of plans or engineered drawings including location co-ordinates for the asset(s)
- Estimated lifecycle of the asset(s)

Donations that have received an official income tax receipt will not be refunded. If the intended project does not move forward, the Municipality will direct the funds to



The Corporation of the Municipality of Arran-Elderslie

another project.

5.5 Issuance of an Official Donation Receipt – In-Kind

Donations in-kind may be accepted only after the following has been assessed:

- Compliance with municipal by-laws and/or policies
- Compliance with the laws, conventions and treaties of the other levels of government
- Consistency with the Municipality's priorities, and strategic and business plans
- Associated risks (e.g. financial risks, political risk, health and safety issues)
- Condition of donation
- Value of the donation
- Usefulness of the donation to the Municipality
- Cost/benefit analysis, if determined by the treasurer or designate to be necessary, would consider installation, storage, maintenance, renewal, replacement and other relevant costs

Written valuation of donations in-kind shall be submitted with the requests for official receipt and is to meet the following requirement:

\$1,000 or less

- Appraisal by knowledgeable internal staff and confirmed by the Treasurer or designate; plus
- Valuation from online auction and shopping website

Over \$1,000

- External appraisal by an independent and arm's length competent individual is required

Responsibility and the costs associated with obtaining a qualified appraisal shall be determined by the treasurer in conjunction with the manager of the department receiving the donation

5.6 Non-Qualifying Donations

Non-qualifying donations that cannot be acknowledged with official donation receipt for income tax purposes, in accordance with CRA guidelines:

- Intangibles such as services, time, skills, effort
- Donations that are given to the Municipality intended as a flow through



The Corporation of the Municipality of Arran-Elderslie

to a specified recipient who does not have charitable organization status, or that the Municipality has not exercised direction and control as to how the donated funds are to be spent

- Donations of business marketing products such as supplies and merchandise
- Sponsorship in the form of cash, goods or services toward an event, project, program or corporate asset, in return for commercial benefit (i.e. logo placement or presenting sponsorship). The intent of a sponsorship is to enhance the image and marketing opportunities of the sponsor in the target market and/or the community. Sponsorships are reciprocal arrangements benefiting both parties. Usually the cost to the sponsor is categorized as a business expense
- Conditional donations
- Municipalities are required to abide by the rules prescribed by the Income Tax Act in relation to the issuance of official donation receipts. If the Municipality fails to issue a donation receipt in accordance with Income Tax Act, CRA can revoke the status of the qualified donee and suspend the receipting privileges
- Municipalities are required to issue receipts only for transactions that qualify as charitable donations, properly establish the fair market value of donations in-kind and ensure that receipts contain accurate and complete information

If the donation is in-kind:

- The day on which the donation was received
- A brief description of the donation
- The name and address of the appraiser, if an appraisal was completed

5.8 Maintaining Records

Municipalities are required to maintain proper books and records supporting any official donation receipt issued and provide access to those books and records to CRA upon request. If the Municipality fails to do so, the CRA can revoke the status of the qualified donee and suspend the receipting privileges.

Currently, according to section 230(2) of the Income Tax Act, registered charities are required to “keep records and books of account at an address in Canada recorded with the Minister of designated Minister containing:

- Information in such form as will enable the Minister to determine whether there are any grounds for the revocation of its registration under this Act
- A duplicate of each receipt containing prescribed information for a



The Corporation of the Municipality of Arran-Elderslie

- donation received by it
- Other information in such form as will enable the Minister to verify the donations to it for which a deduction or tax credit is available under this Act

Copies of receipts must be kept for two calendar years after the end of the calendar year to which the receipt applies.

CRA Policy Commentary regarding Gifts of Services – CPC-017:

- The Income Tax Act currently permits a qualified donee to issue official donation receipts for income tax purposes for donations that legally qualify as gifts
- Contributions of services, that is, of time, skills or efforts, are not property, and therefore they do not qualify as gifts for purposes of issuing official donation receipts. Accordingly, a charity cannot issue an official donation receipt for services rendered free of charge. However, it may be possible to issue a receipt when a right to reimbursement for any actual expense incurred on behalf of a registered charity is established

5.9 Sponsorship and Recognition

Fundraising campaigns that are undertaken by community groups who wish to offer recognition to donors attached to cash or in-kind gift levels must obtain approval from the Communications Coordinator of the recognition terms prior to the beginning of the fundraising campaign.

All marketing materials, including but not limited to, print materials, social media posts, media releases and signage that contains any reference to the Municipality must be approved in advance by the Communications Coordinator. The Municipality maintains the right to direct that any marketing that has not received approval be removed from the public view. The Municipality will not be liable for any expenses incurred as a result of the failure to receive approval in advance.

The Municipality shall be recognized at an appropriate sponsorship level for any in-kind or grant support the project has received.

Fundraising Campaigns Appendix A

Thank you for your interest in fundraising to support a project in Arran-Elderslie. The Municipality of Arran-Elderslie is stronger and more vibrant when community organizations support and champion capital projects.

The Municipality of Arran-Elderslie values the commitment and enthusiasm of all community fundraising campaigns – our sincere appreciation for supporting our community.

When organizing a fundraising campaign in support of a council approved project, your communication materials must reflect that the Municipality of Arran-Elderslie is the beneficiary of your efforts.

A simple way to reflect this relationship is to use the wording:

- Event *'in support Arran-Elderslie's X project'* **or**
- *"All proceeds raised at our event will be donated Arran-Elderslie's X project."*

This document outlines the responsibilities of fundraising organizers and ensures consistent and accurate representation of The Municipality of Arran-Elderslie.

When organizing your fundraising event or campaign, please keep in mind the following:

- “The Municipality of Arran-Elderslie” may not be used in the title of your event but can be listed as a beneficiary. For example:
USE: “5km Fun Run in support of Arran-Elderslie Project X”
DON'T USE: “The Municipality of Arran-Elderslie Project X 5km Fun Run”
- We reserve the right to review and approve all promotional materials pertaining to your event or fundraising campaign.
- Any legacy marketing (ie sponsor board or sign) must be approved by The Municipality before printing/manufacture and a maximum 5 year commitment is recommended for signage lifetime. (approval may be given for longer)
- ‘The Municipality of Arran-Elderslie’ cannot be shortened to ‘AE’ in any promotional materials.
- You must obtain permission from The Municipality to use our leaf logo or other Municipal images in any promotional materials. The logo may be provided in black, or white and should not be stretched or altered in anyway. An image behind the logo should not interfere with the logo.
- We reserve the right to promote your event or fundraising campaign, when appropriate, through our website, social media, e-communications or our newsletter.
- We reserve the right, at any time, to ask that you remove our name from the event or fundraising campaign. You hereby agree to remove our name, logo or municipal imagery from any material(s) where they appear.

- The Municipalities limited capacity prevents us from having official representatives at every event. Please share invitations with the Clerks office at least 14 days in advance.
- As the organizer of your fundraising event or campaign, you agree to indemnify and hold harmless The Municipality of Arran-Elderslie and its Council and employees from any and all claims and liabilities in any way related to the event for campaign.

CCDC 14

Design-Build Stipulated Price Contract

2 0 1 3

Municipality of Arran-Elderslie – New Paisley Firehall and Public Works Facility

Apply a CCDC 14 copyright seal here. The application of the seal demonstrates the intention of the party proposing the use of this document that it be an accurate and unamended form of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE

The Canadian Construction Documents Committee (CCDC) is a national joint committee responsible for the development, production and review of standard Canadian construction contracts, forms and guides. Formed in 1974 the CCDC is made up of volunteer representatives from:

Public-Sector Owners

Private-Sector Owners

*The Association of Consulting Engineering Companies-Canada

*The Canadian Construction Association

*Construction Specifications Canada

*The Royal Architectural Institute of Canada

*Committee policy and procedures are directed and approved by the four constituent national organizations.

This document has also been endorsed by the Canadian Design-Build Institute.



Comments and inquiries should be directed to:
 Canadian Construction Documents Committee
 1900-275 Slater Street
 Ottawa, ON
 K1P 5H9
 613 236-9455
info@ccdc.org
ccdc.org

CCDC guides are products of a consensus-building process aimed at balancing the interests of all parties on the construction project. They reflect recommended industry practices. Readers are cautioned that CCDC guides do not deal with any specific fact situation or circumstance. CCDC guides do not constitute legal or other professional advice. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use and interpretation of these guides.

CCDC Copyright 2013

Must not be copied in whole or in part without the written permission of the CCDC.

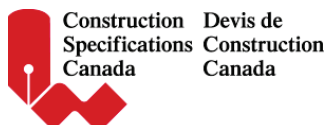


TABLE OF CONTENTS

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

- A-1 Design Services and the Work
- A-2 Agreements and Amendments
- A-3 Contract Documents
- A-4 Contract Price
- A-5 Payment
- A-6 Receipt of and Addresses for Notices in Writing
- A-7 Language of the Contract
- A-8 Succession

DEFINITIONS

- Change Directive
- Change Order
- Construction Documents
- Construction Equipment
- Consultant
- Contract
- Contract Documents
- Contract Price
- Contract Time
- Design-Builder
- Design Services
- Drawings
- Notice in Writing
- Other Consultant
- Owner
- Owner's Advisor
- Owner's Statement of Requirements
- Payment Certifier
- Place of the Work
- Product
- Project
- Shop Drawings
- Specifications
- Subcontractor
- Substantial Performance of the Work
- Supplemental Instruction
- Supplier
- Temporary Work
- Value Added Taxes
- Work
- Working Day

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

- GC 1.1 Contract Documents
- GC 1.2 Law of the Contract
- GC 1.3 Rights and Remedies
- GC 1.4 Assignment
- GC 1.5 Confidentiality

PART 2 OWNER'S RESPONSIBILITIES

- GC 2.1 Owner's Information
- GC 2.2 Role of the Owner
- GC 2.3 Owner's Advisor
- GC 2.4 Role of the Payment Certifier
- GC 2.5 Owner's Review of the Design and the Work
- GC 2.6 Work by Owner or Other Contractors

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

- GC 3.1 Control of the Design Services and the Work
- GC 3.2 Design-Builder's Review of Owner's Information
- GC 3.3 Role of the Consultant
- GC 3.4 Other Consultants, Subcontractors, and Suppliers
- GC 3.5 Construction Documents
- GC 3.6 Design Services and Work Schedule
- GC 3.7 Supervision
- GC 3.8 Labour and Products
- GC 3.9 Documents at the Site
- GC 3.10 Shop Drawings
- GC 3.11 Non-Conforming Design and Defective Work

PART 4 ALLOWANCES

- GC 4.1 Cash Allowances
- GC 4.2 Contingency Allowance

PART 5 PAYMENT

- GC 5.1 Financing Information Required of the Owner
- GC 5.2 Applications for Progress Payment
- GC 5.3 Progress Payment
- GC 5.4 Substantial Performance of the Work
- GC 5.5 Payment of Holdback upon Substantial Performance of the Work
- GC 5.6 Progressive Release of Holdback
- GC 5.7 Final Payment
- GC 5.8 Deferred Work
- GC 5.9 Non-conforming Design Services and Work

PART 6 CHANGES IN THE CONTRACT

- GC 6.1 Owner's Right to Make Changes
- GC 6.2 Change Order
- GC 6.3 Change Directive
- GC 6.4 Concealed or Unknown Conditions
- GC 6.5 Delays
- GC 6.6 Claims for a Change in Contract Price

PART 7 RIGHT TO SUSPEND OR TERMINATE

- GC 7.1 Owner's Right to Suspend the Design Services or Terminate the Contract Before the Work Commences
- GC 7.2 Owner's Right to Perform the Design Services or Work, Terminate the Design-Builder's Right to Continue with the Design Services or Work, or Terminate the Contract
- GC 7.3 Design-Builder's Right to Suspend the Design Services or Work, or Terminate the Contract

PART 8 DISPUTE RESOLUTION

- GC 8.1 Negotiation, Mediation and Arbitration
- GC 8.2 Retention of Rights

PART 9 PROTECTION OF PERSONS AND PROPERTY

- GC 9.1 Protection of Work and Property
- GC 9.2 Toxic and Hazardous Substances and Materials
- GC 9.3 Artifacts and Fossils
- GC 9.4 Construction Safety
- GC 9.5 Mould

PART 10 GOVERNING REGULATIONS

- GC 10.1 Taxes and Duties
- GC 10.2 Laws, Notices, Permits, and Fees
- GC 10.3 Patent Fees
- GC 10.4 Workers' Compensation

PART 11 INSURANCE AND CONTRACT SECURITY

- GC 11.1 Insurance
- GC 11.2 Contract Security

PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

- GC 12.1 Definition and Survival
- GC 12.2 Indemnification
- GC 12.3 Limitation of Liability for Design Services
- GC 12.4 Waiver of Claims
- GC 12.5 Warranty

CCDC 14 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 14 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 14.

CCDC Copyright 2013

Must not be copied in whole or in part without the written permission of the CCDC.

AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

For use when a stipulated price is the basis of payment.

This Agreement made on the _____ day of _____ in the year _____ .

by and between the parties:

Municipality of Arran-Elderslie

hereinafter called the "*Owner*"

and

Domm Construction Ltd.

hereinafter called the "*Design-Builder*"

The *Owner* and the *Design-Builder* agree as follows:

ARTICLE A-1 DESIGN SERVICES AND THE WORK

The *Design-Builder* shall:

1.1 provide the *Design Services*, and

1.2 perform the *Work* for

Municipality of Arran-Elderslie – New Paisley Firehall and Public Works Facility

insert above the name of the Work

located at

insert above the Place of the Work

for which the Agreement has been signed by the parties, and for which

Nelson Dawley - Dawley Engineering

insert above the name of the Consultant

is acting as, and is hereinafter called, the "*Consultant*", and for which

insert above the name of the Payment Certifier

is acting as, and is hereinafter called the *Payment Certifier*, and for which

insert above the name of the Owner's Advisor

is acting as, and is hereinafter called the *Owner's Advisor*^{*};

(*Strike out if none appointed)

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 1.3 subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work* by the _____ day of _____ in the year _____.

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

- 2.1 This *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, including bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.
- 2.2 This *Contract* may be amended only as provided for in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

- 3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK:
- Agreement Between *Owner* and *Design-Builder*
 - Definitions in this *Contract*
 - General Conditions of this *Contract*
 - *Owner's Statement of Requirements*, consisting of the following (*list those written requirements and information constituting those documents intended to comprise the Owner's Statement of Requirements*):

Municipality of Arran-Elderslie – New Paisley Firehall and Public Works Facility RFP-2024-04
Domm Construction RFP Submission dated September 13, 2024

- *Construction Documents*

*

* (Insert here, attaching additional pages if required, a list identifying all other *Contract Documents*, e.g. *Supplementary Conditions*; *Proposals*; *Specifications* (giving a list of contents with section numbers and titles, number of pages, date and revision date(s), if any); *Drawings* (giving drawing number, title, date, revision date or mark); *Addenda* (giving title, number, date).

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

ARTICLE A-4 CONTRACT PRICE

4.1 The *Contract Price*, which excludes *Value Added Taxes*, is:

two million, seven hundred forty thousand /100 dollars \$ 2,740,000.00

4.2 *Value Added Taxes* (of 13 %) payable by the *Owner* to the *Design-Builder* are:

three hundred fifty-six thousand, two hundred /100 dollars \$ 356,200.00

4.3 Total amount payable by the *Owner* to the *Design-Builder* is:

three million, ninety-six thousand, two hundred /100 dollars \$ 3,096,200.00

4.4 These amounts shall be subject to adjustments as provided in the *Contract Documents*.

4.5 Amounts are in Canadian funds.

ARTICLE A-5 PAYMENT

5.1 Subject to provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of ten percent (10 %), the *Owner* shall:

- .1 make progress payments to the *Design-Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment, and
- .2 upon *Substantial Performance of the Work*, pay to the *Design-Builder* the unpaid balance of the holdback amount when due, together with such *Value Added Taxes* as may be applicable to such payment, and
- .3 upon the issuance of the final certificate for payment, pay to the *Design-Builder* the unpaid balance of the *Contract Price* when due, together with such *Value Added Taxes* as may be applicable to such payment.

5.2 In the event of loss or damage occurring where payment becomes due under the property and boiler and machinery insurance policies, payments shall be made to the *Design-Builder* in accordance with the provisions of GC 11.1 – INSURANCE.

5.3 Interest

- .1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest at the following rates on such unpaid amounts shall also become due and payable until payment:
 - (1) 2% per annum above the prime rate for the first 60 days.
 - (2) 4% per annum above the prime rate after the first 60 days.

Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by RBC

(Insert name of chartered lending institution whose prime rate is to be used)
for prime business loans as it may change from time to time.

- .2 Interest shall apply at the rate and in the manner prescribed by paragraph 5.3.1 of this Article on the settlement amount of claims in dispute that are resolved either pursuant to Part 8 of the General Conditions – DISPUTE RESOLUTION or otherwise, from the date on which the amount would have been due and payable under the *Contract*, had it not been in dispute, until the date it is paid.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

6.1 *Notices in Writing* will be addressed to the recipient at the address set out below.

6.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 6.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 6.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission.
- 6.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Municipality of Arran-Elderslie

*name of Owner**

1925 Bruce Road 10, Box 70, Chesley ON, N0G 1L0

Address

(519) 363-2203

facsimile number

mailto:edance@arran-elderslie.ca

email address

Design-Builder

Domm Construction Ltd.

*name of Design-Builder**

563 Louisa St. Ayton, ON N0G 1C0

Address

facsimile number

admin@dommconstruction.ca

email address

Owner's Advisor**

*name of Owner's Advisor**

Address

facsimile number

email address

* If it is intended that the notice must be received by a specific individual, indicate that individual's name.

** Strike out this entry if no Owner's Advisor is designated as per GC 2.3 – OWNER'S ADVISOR.

ARTICLE A-7 LANGUAGE OF THE CONTRACT

- 7.1 When the *Contract Documents* are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/~~French~~*** language shall prevail.

*** Complete this statement by striking out the inapplicable term.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

7.2 This Agreement is drawn in English at the request of the parties hereto. La présente convention est rédigée en anglais à la demande des parties.

ARTICLE A-8 SUCCESSION

8.1 This *Contract* shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and permitted assigns.

In witness whereof the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

SIGNED AND DELIVERED

in the presence of:

WITNESS

signature

name of person signing

signature

name of person signing

WITNESS

signature

name of person signing

signature

name of person signing

OWNER

Municipality of Arran-Elderslie

name of Owner

signature

name and title of person signing

DESIGN-BUILDER

Domm Construction Ltd.

name of Design-Builder

signature

name and title of person signing

N.B. Where legal jurisdiction, local practice, or Owner or Design-Builder requirement calls for:

- (a) proof of authority to execute this document, attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign the Agreement for and on behalf of the corporation or partnership; or*
- (b) the affixing of a corporate seal, this Agreement should be properly sealed.*

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

DEFINITIONS

The following Definitions shall apply to all *Contract Documents*.

Change Directive

A *Change Directive* is a written instruction signed by the *Owner* directing a change in the *Work* or in the *Design Services* within the general scope of the *Contract Documents*.

Change Order

A *Change Order* is a written amendment to the *Contract* signed by the *Owner* and the *Design-Builder* stating their agreement upon:

- a change in the *Work* or in the *Design Services*;
- an amendment to the *Owner's Statement of Requirements*, if any;
- the method of adjustment or the amount of the adjustment in the *Contract Price*, if any; and
- the extent of the adjustment in the *Contract Time*, if any.

Construction Documents

The *Construction Documents* consist of *Drawings*, *Specifications*, and other documents prepared by or on behalf of the *Design-Builder*, based on the *Contract Documents*, and accepted in writing by the *Owner* and the *Design-Builder* as meeting the *Owner's Statement of Requirements* and the general intent of the *Contract Documents*.

Construction Equipment

Construction Equipment means machinery and equipment, either operated or not operated, that is required for preparing, fabricating, conveying, erecting, or otherwise performing the *Work* but is not incorporated into the *Work*.

Consultant

The *Consultant* is the person or entity identified as such in the Agreement. The *Consultant* is the architect, the engineer, or entity licensed to practise in the province or territory of the *Place of the Work* and engaged by the *Design-Builder* to provide all or part of the *Design Services*.

Contract

The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties.

Contract Documents

The *Contract Documents* consist of those documents listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Contract Price

The *Contract Price* is the amount stipulated in Article A-4 of the Agreement – CONTRACT PRICE.

Contract Time

The *Contract Time* is the time stipulated in paragraph 1.3 of Article A-1 of the Agreement – DESIGN SERVICES AND THE WORK from the date of the Agreement to the date of *Substantial Performance of the Work*.

Design-Builder

The *Design-Builder* is the person or entity identified as such in the Agreement.

Design Services

Design Services are the professional design and related services required by the *Contract Documents*.

Drawings

The *Drawings* are the graphic and pictorial portions of the *Construction Documents*, wherever located and whenever issued, showing the design, location and dimensions of the *Work*, generally including plans, elevations, sections, details, and diagrams.

Notice in Writing

A *Notice in Writing* is a written communication between the parties that is transmitted in accordance with the provisions of Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

Other Consultant

Other Consultant is a person or entity, other than the *Consultant*, that may be engaged by the *Design-Builder* to perform part of the *Design Services*.

Owner

The *Owner* is the person or entity identified as such in the Agreement.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

Owner's Advisor

The *Owner's Advisor*, if any, is the person or entity appointed by the *Owner* and identified as such in the Agreement.

Owner's Statement of Requirements

The *Owner's Statement of Requirements* consists of written requirements and information provided by the *Owner* and as listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Payment Certifier

The *Payment Certifier* is the person or entity identified as such in the Agreement responsible for the issuance of certificates for payment.

Place of the Work

The *Place of the Work* is the designated site or location of the *Work* identified in the *Contract Documents*.

Product

Product or Products means material, machinery, equipment, and fixtures incorporated into the *Work*, but does not include *Construction Equipment*.

Project

The *Project* means the *Owner's* entire undertaking of which the *Work* may be the whole or a part thereof.

Shop Drawings

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, *Product* data, and other data which the *Design-Builder* provides to illustrate details of portions of the *Work*.

Specifications

The *Specifications* are that portion of the *Construction Documents*, wherever located and whenever issued, consisting of the written requirements and standards for *Products*, systems, workmanship, quality, and the necessary services for the *Work*.

Subcontractor

A *Subcontractor* is a person or entity having a direct contract with the *Design-Builder* to perform a part or parts of the *Work* at the *Place of the Work*.

Substantial Performance of the Work

Substantial Performance of the Work is as defined in the lien legislation applicable to the *Place of the Work*. If such legislation is not in force or does not contain such definition, or if the *Work* is governed by the Civil Code of Quebec, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Payment Certifier*.

Supplemental Instruction

A *Supplemental Instruction* is an instruction, not involving adjustment in the *Contract Price* or *Contract Time*, in the form of *Specifications*, *Drawings*, schedules, samples, models or written instructions, consistent with the intent of the *Contract Documents*. It is to be issued by the *Owner* to supplement the *Contract Documents* as required for the performance of the *Work*.

Supplier

A *Supplier* is a person or entity having a direct contract with the *Design-Builder* to supply *Products*.

Temporary Work

Temporary Work means temporary supports, structures, facilities, services, and other temporary items, excluding *Construction Equipment*, required for the *Work* but not incorporated into the *Work*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Contract Price* by the federal or any provincial or territorial government and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the *Design-Builder* by tax legislation.

Work

The *Work* means the total construction and related services required by the *Contract Documents*, but does not include *Design Services*.

Working Day

Working Day means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the construction industry in the area of the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GENERAL CONDITIONS OF THE DESIGN-BUILD STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS

- 1.1.1 The intent of the *Contract Documents* is to include the design, the labour, the *Products* and other services necessary for the design and performance of the *Work* by the *Design-Builder* in accordance with these documents. It is not intended, however, that the *Design-Builder* shall supply products or perform services or work not consistent with, not covered by, or not properly inferable from the *Contract Documents*.
- 1.1.2 Nothing contained in the *Contract Documents* shall create any contractual relationship between the *Owner* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, a *Supplier*, or their agent, employee, or any other person performing any portion of the *Design Services* or the *Work*.
- 1.1.3 The *Contract Documents* are complementary, and what is required by any one shall be as binding as if required by all.
- 1.1.4 Words and abbreviations which have well known technical or trade meanings are used in the *Contract Documents* in accordance with such recognized meanings.
- 1.1.5 References in the *Contract Documents* to the singular shall be considered to include the plural as the context requires.
- 1.1.6 If there is a conflict within the *Contract Documents*:
- .1 the order of priority of documents, from highest to lowest, shall be
 - the Agreement between the *Owner* and the *Design-Builder*,
 - the Definitions,
 - Supplementary Conditions,
 - the General Conditions,
 - the *Owner's Statement of Requirements*,
 - the *Construction Documents*,
 - .2 later dated documents shall govern over earlier documents of the same type, and
 - .3 amendments to documents shall govern over documents so amended.
- 1.1.7 Copyright for the design and *Drawings* and electronic media, prepared on behalf of the *Design-Builder* belongs to the *Consultant* or *Other Consultants* who prepared them. Plans, sketches, *Drawings*, graphic representations, and *Specifications*, including, but not limited to computer generated designs, are instruments of the *Consultant's* or *Other Consultant's* services and shall remain their property, whether or not the *Work* for which they are made is executed and whether or not the *Design-Builder* has paid for the *Design Services*. Their alteration by the *Owner* is prohibited.
- 1.1.8 The *Owner* may retain copies, including reproducible copies, of plans, sketches, *Drawings*, graphic representations, and *Specifications* for information and reference in connection with the *Owner's* use and occupancy of the *Work*. Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same *Project*. Except for reference purposes, the plans, sketches, *Drawings*, electronic files, graphic representations, and *Specifications* shall not be used for additions or alterations to the *Work* or on any other project without a written license from the *Consultant* or *Other Consultants* who prepared the documents, for their limited or repeat use.
- 1.1.9 The *Owner* shall be entitled to keep original models or renderings specifically commissioned and paid for.
- 1.1.10 Should the *Owner* alter a *Consultant's* or *Other Consultant's* instrument of service, or use or provide them to third parties other than in connection with the *Work* without informing the *Consultant* and without the *Consultant's* or *Other Consultant's* prior written consent, the *Owner* shall indemnify the *Design-Builder* against claims and costs (including legal costs) associated with such improper alteration or use.

GC 1.2 LAW OF THE CONTRACT

- 1.2.1 The law of the *Place of the Work* shall govern the interpretation of the *Contract*.

GC 1.3 RIGHTS AND REMEDIES

- 1.3.1 Except as expressly provided in the *Contract Documents*, the duties and obligations imposed by the *Contract Documents* and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 1.3.2 No action or failure to act by the *Owner, Design-Builder, Consultant, Other Consultant, Payment Certifier, or Owner's Advisor* shall constitute a waiver of any right or duty afforded to either the *Owner* or the *Design-Builder* under the *Contract*, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

GC 1.4 ASSIGNMENT

- 1.4.1 Neither party to the *Contract* shall assign the *Contract* or a portion thereof without the prior written consent of the other, which consent shall not be unreasonably withheld.

GC 1.5 CONFIDENTIALITY

- 1.5.1 Where a confidentiality agreement exists or as the *Owner* otherwise expressly identifies and requires, the *Owner* and the *Design-Builder* shall keep confidential all matters respecting technical and commercial issues relating to or arising from the performance of the *Contract* and shall not, without the prior written consent of the other party, disclose any such matters, except in strict confidence, to their respective professional advisors.

PART 2 OWNER'S RESPONSIBILITIES

GC 2.1 OWNER'S INFORMATION

- 2.1.1 The *Owner* shall furnish the information required to complete the *Contract* promptly to avoid delay in the performance of the *Contract*.
- 2.1.2 Unless the *Contract Documents* specifically state otherwise, the *Design-Builder* is entitled to rely on the accuracy of all information provided by or on behalf of the *Owner* without regard for the source of such information.
- 2.1.3 Notwithstanding any other provision of the *Contract*, the *Design-Builder* is not responsible for any design errors or omissions in any designs or *Specifications* provided by or on behalf of the *Owner* unless the *Design-Builder* has been specifically requested to review and has accepted in writing those designs and *Specifications* under the *Contract*.

GC 2.2 ROLE OF THE OWNER

- 2.2.1 The *Owner* will render any necessary decisions or provide instructions promptly to avoid delay in the performance of the *Contract*.
- 2.2.2 All communications between the *Owner* and the *Consultant, an Other Consultant, a Subcontractor, or a Supplier* shall be forwarded through the *Design-Builder*.
- 2.2.3 The *Owner* will be, in the first instance, the interpreter of the requirements of the *Owner's Statement of Requirements*.
- 2.2.4 The *Owner* will have authority to reject by *Notice in Writing* design or work which in the *Owner's* opinion does not conform to the requirements of the *Owner's Statement of Requirements*.
- 2.2.5 Whenever the *Owner* considers it necessary or advisable, the *Owner* will have authority to require a review of the *Design Services* and inspection or testing of the *Work*, whether or not such work is fabricated, installed or completed, in accordance with paragraph 2.5.5 of GC 2.5 – OWNER'S REVIEW OF THE DESIGN AND THE WORK.
- 2.2.6 During the progress of the *Design Services* or of the *Work* the *Owner* will furnish *Supplemental Instructions* related to the *Owner's Statement of Requirements* to the *Design-Builder* with reasonable promptness or in accordance with a schedule for such instructions agreed to by the *Owner* and the *Design-Builder*.

GC 2.3 OWNER'S ADVISOR

- 2.3.1 When the *Owner* appoints an *Owner's Advisor*, the duties, responsibilities and limitations of authority of the *Owner's Advisor* shall be as set forth in the *Contract Documents*.
- 2.3.2 The duties, responsibilities and limitations of authority of the *Owner's Advisor* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.3.3 Subject to any notified limitations in authority, the *Design-Builder* may rely upon any written instructions or directions provided by the *Owner's Advisor*. Neither the authority of the *Owner's Advisor* to act, nor any decision to exercise or not exercise such authority, shall give rise to any duty or responsibility of the *Owner's Advisor* to the *Design-Builder, the Consultant, Other Consultants, Subcontractors, Suppliers, or their agents, employees or other persons performing any portion of the Design Services or the Work*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 2.3.4 If the employment of the *Owner's Advisor* is terminated, the *Owner* may appoint or reappoint an *Owner's Advisor* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Owner's Advisor*.

GC 2.4 ROLE OF THE PAYMENT CERTIFIER

- 2.4.1 The *Owner* shall designate a *Payment Certifier* who will review the *Design-Builder's* applications for payment and certify the value of the *Design Services* and of *Work* performed and *Products* delivered to the *Place of the Work*.
- 2.4.2 The duties, responsibilities and limitations of authority of the *Payment Certifier* as set forth in the *Contract Documents* shall be modified or extended only with the written consent of the *Owner* and the *Design-Builder*.
- 2.4.3 Neither the authority of the *Payment Certifier* to act nor any decision either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the *Payment Certifier* to the *Design-Builder*, the *Consultant*, *Other Consultants*, *Subcontractors*, *Suppliers*, or their agents, employees or other persons performing any of the *Design Services* or the *Work*.
- 2.4.4 The *Payment Certifier* will take all reasonable steps to be accessible to the *Design-Builder* during performance of the *Contract* and shall render any necessary decisions or instructions promptly as provided in GC 5.3 – PROGRESS PAYMENT to avoid delay in the processing of payment claims.
- 2.4.5 Based on the *Payment Certifier's* observations and evaluation of the *Design-Builder's* applications for payment, the *Payment Certifier* will determine the amounts owing to the *Design-Builder* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement – PAYMENT, GC 5.3 – PROGRESS PAYMENT and GC 5.7 – FINAL PAYMENT.
- 2.4.6 All communications between the *Payment Certifier* and the *Consultant*, an *Other Consultant*, a *Subcontractor*, or a *Supplier* shall be forwarded through the *Design-Builder*.
- 2.4.7 The *Payment Certifier* will promptly inform the *Owner* of the date of receipt of the *Design-Builder's* applications for payment as provided in paragraph 5.3.1.1 of GC 5.3 – PROGRESS PAYMENT.
- 2.4.8 If the *Payment Certifier's* services are terminated, the *Owner* shall immediately designate a new *Payment Certifier* against whom the *Design-Builder* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Payment Certifier*.
- 2.4.9 The *Owner* may provide to the *Consultant*, *Other Consultants*, *Subcontractors* or *Suppliers*, through the *Payment Certifier*, information as to the percentage of the *Design Services* and *Work* that has been certified for payment.

GC 2.5 OWNER'S REVIEW OF THE DESIGN AND THE WORK

- 2.5.1 The *Owner* shall review the design as set out in the design development documents and proposed *Construction Documents* as the *Design Services* proceed, to confirm that the design is in compliance with the *Owner's Statement of Requirements* and the *Contract Documents*.
- 2.5.2 The *Owner* shall complete the reviews in accordance with the schedule agreed upon, or in the absence of an agreed schedule, with reasonable promptness so as to cause no delay.
- 2.5.3 The *Owner's* review shall not relieve the *Design-Builder* of responsibility for errors or omissions in the *Construction Documents* or for meeting all requirements of the *Contract Documents* unless the *Owner* accepts in writing a deviation from the *Contract Documents*.
- 2.5.4 No later than 10 days after completing the review, the *Owner* shall advise the *Design-Builder* in writing that the *Owner* has accepted or rejected the proposed *Construction Documents*. If rejected, the *Owner* shall inform the *Design-Builder* of the reasons of non-conformance and the *Design-Builder* shall revise the proposed *Construction Documents* to address such non-conformance. The *Design-Builder* shall inform the *Owner* in writing of any revisions other than those requested by the *Owner*.
- 2.5.5 The *Owner* may order any portion or portions of the *Work* to be examined to confirm that the *Work* performed is in accordance with the requirements of the *Contract Documents*. If the *Work* is not in accordance with the requirements of the *Contract Documents*, the *Design-Builder* shall correct the *Work* and pay the cost of examination and correction. If the *Work* is in accordance with the requirements of the *Contract Documents*, the *Owner* shall pay all costs incurred by the *Design-Builder* as a result of such examination and restoration.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 2.6 WORK BY OWNER OR OTHER CONTRACTORS

- 2.6.1 The *Owner* reserves the right to award separate contracts in connection with other parts of the *Project* to other contractors and to perform other design or other work with its own forces.
- 2.6.2 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Owner* shall:
- .1 provide for the co-ordination of the activities and work of other contractors and *Owner's* own forces with the *Design Services* and the *Work*;
 - .2 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*;
 - .3 enter into separate contracts with other contractors under conditions of contract which are compatible with the conditions of the *Contract*;
 - .4 ensure that insurance coverage is provided to the same requirements as are called for in GC 11.1 – INSURANCE and co-ordinate such insurance with the insurance coverage of the *Design-Builder* as it affects the *Design Services* and the *Work*; and
 - .5 take all reasonable precautions to avoid labour disputes or other disputes on the *Project* arising from the work of other contractors or the *Owner's* own forces.
- 2.6.3 When separate contracts are awarded for other parts of the *Project*, or when work is performed by the *Owner's* own forces, the *Design-Builder* shall:
- .1 afford the *Owner* and other contractors reasonable opportunity to store their products and execute their work;
 - .2 cooperate with other contractors and the *Owner* in reviewing their construction schedules; and
 - .3 promptly report to the *Owner* in writing any apparent deficiencies in the work of other contractors or of the *Owner's* own forces, where such work affects the proper execution of any portion of the *Design Services* or of the *Work*, prior to proceeding with that portion of the *Design Services* or of the *Work*.
- 2.6.4 Where the *Contract Documents* identify work to be performed by other contractors or the *Owner's* own forces, the *Design-Builder* shall co-ordinate and schedule the *Design Services* and the *Work* with the work of other contractors and the *Owner's* own forces as specified in the *Contract Documents*.
- 2.6.5 Where a change in the *Design Services* or in the *Work* is required as a result of the co-ordination and integration of the work of other contractors or *Owner's* own forces with the *Design Services* or with the *Work*, the changes shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 2.6.6 Disputes and other matters in question between the *Design-Builder* and the *Owner's* other contractors shall be dealt with as provided in Part 8 of the General Conditions – DISPUTE RESOLUTION provided the other contractors have reciprocal obligations. The *Design-Builder* shall be deemed to have consented to arbitration of any dispute with any other contractor whose contract with the *Owners* contains a similar agreement to arbitrate.

PART 3 DESIGN-BUILDER'S RESPONSIBILITIES

GC 3.1 CONTROL OF THE DESIGN SERVICES AND THE WORK

- 3.1.1 The *Design-Builder* shall have total control of the *Design Services* and of the *Work* and shall direct and supervise the *Design Services* and the *Work* so as to ensure conformity with the *Contract Documents*.
- 3.1.2 The *Design-Builder* shall be solely responsible for the *Design Services* and construction means, methods, techniques, sequences, and procedures with respect to the *Work*.
- 3.1.3 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to the *Design Services* to be performed by the *Consultant* and *Other Consultants*, and shall enter into a contract with the *Consultant* and *Other Consultants* to perform *Design Services* as provided in the *Contract*, in accordance with laws applicable at the *Place of the Work*.
- 3.1.4 The *Design-Builder's* contract with the *Consultant* shall:
- .1 be based on the version of CCDC 15 – Design Services Contract between Design-Builder and Consultant in effect as at the date of this *Contract* or incorporate terms and conditions consistent with this version of CCDC 15, and
 - .2 incorporate terms and conditions of the *Contract Documents*, insofar as they are applicable.
- 3.1.5 Upon the *Owner's* request, the *Design-Builder* shall promptly provide the *Owner* with proof of compliance with paragraph 3.1.4.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 3.1.6 The *Design-Builder* shall be as fully responsible to the *Owner* for acts and omissions of the *Consultant* and *Other Consultants*, and of persons directly or indirectly employed by the *Consultant* and *Other Consultants*, as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.1.7 The *Design-Builder's* responsibility for *Design Services* performed by the *Consultant* and *Other Consultants* shall be limited to the degree of care, skill and diligence normally provided by consultants in the performance of comparable services in respect of projects of a similar nature to that contemplated by this *Contract*. The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* perform the *Design Services* to this standard.
- 3.1.8 The *Design-Builder* shall ensure that the *Consultant* and *Other Consultants* provide documentation required by authorities having jurisdiction in accordance with regulations and by-laws in effect at the *Place of the Work*.
- 3.1.9 The *Design-Builder* is solely responsible for the quality of the *Design Services* and of the *Work* and shall undertake any quality control activities specified in the *Contract Documents* or, if none are specified, as may be reasonably required to ensure such quality.
- 3.1.10 The *Design Builder* shall provide access to the *Work*, including parts being performed at locations other than the *Place of the Work* and to the location where the *Design Services* are performed, that the *Owner*, or the *Payment Certifier* may reasonably require to verify the progress of the *Work* or *Design Services* and their conformity to the requirements of the *Contract Documents*. The *Design-Builder* shall also provide sufficient, safe, and proper facilities at all times for such reviews of the *Design Services* or the *Work* and for inspection of the *Work* by authorized agencies.
- 3.1.11 If work is designated for tests, inspections, or approvals in the *Contract Documents*, or by the instructions of the *Owner*, the *Consultant*, or *Other Consultants*, or the laws or ordinances of the *Place of the Work*, the *Design-Builder* shall give the *Owner* reasonable notice of when the work will be ready for review and inspection.
- 3.1.12 The *Design-Builder* shall arrange for and shall give the *Owner* reasonable notice of the date and time of inspections by other authorities.
- 3.1.13 If the *Design-Builder* covers, or permits to be covered, work that has been designated for special tests, inspections, or approvals before such special tests, inspections, or approvals are made, given or, completed, the *Design-Builder* shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed, and restore the covering work at the *Design-Builder's* expense.
- 3.1.14 The *Design-Builder* shall furnish promptly to the *Owner*, on request, a copy of certificates, test reports and inspection reports relating to the *Work*.

GC 3.2 DESIGN-BUILDER'S REVIEW OF OWNER'S STATEMENT OF REQUIREMENTS OR OTHER INFORMATION

- 3.2.1 The *Design-Builder* shall promptly notify the *Owner* of any significant error, inconsistency, or omission discovered in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*. The *Design-Builder* shall not proceed with the *Design Services* or *Work* affected until the *Design-Builder* and the *Owner* have agreed in writing how the information should be corrected or supplied.
- 3.2.2 The *Design-Builder* shall not be liable for damages or costs resulting from such errors, inconsistencies, or omissions in the *Owner's Statement of Requirements* or other information provided by or on behalf of the *Owner*.

GC 3.3 ROLE OF THE CONSULTANT

- 3.3.1 The *Consultant* or *Other Consultants* will be, in the first instance, the interpreter of the requirements of the *Construction Documents* that they have prepared.
- 3.3.2 The duties, responsibilities and limitations of authority of the *Consultant* shall be in accordance with paragraph 3.1.4 of GC 3.1 – CONTROL OF THE DESIGN SERVICES AND THE WORK and shall be modified only with the written consent of the *Owner*, which consent shall not be unreasonably withheld.
- 3.3.3 If the *Consultant's* engagement is terminated, the *Design-Builder* shall immediately appoint or reappoint a *Consultant* against whom the *Owner* makes no reasonable objection and whose status under the *Contract Documents* shall be that of the former *Consultant*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 3.4 OTHER CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS

- 3.4.1 The *Design-Builder* shall preserve and protect the rights of the parties under the *Contract* with respect to work to be performed under subcontract, and shall:
1. enter into contracts or written agreements with *Other Consultants* to require them to perform *Design Services* as provided in the *Contract Documents*;
 2. enter into contracts or written agreements with *Subcontractors* and *Suppliers* to require them to perform *Work* as required by the *Contract Documents*;
 3. incorporate the terms and conditions of the *Contract Documents* into all contracts or written agreements with *Other Consultants*, *Subcontractors* and *Suppliers* insofar as they are applicable; and
 4. be as fully responsible to the *Owner* for acts and omissions of *Other Consultants*, *Subcontractors*, *Suppliers* and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the *Design-Builder*.
- 3.4.2 The *Design-Builder* shall indicate in writing, at the request of the *Owner*, the names of *Other Consultants*, *Subcontractors*, or *Suppliers* whose proposals or bids have been received by the *Design-Builder* which the *Design-Builder* would be prepared to accept for the performance of a portion of the *Design Services* or of the *Work*. Should the *Owner* not object before signing the subcontract, the *Design-Builder* shall employ *Other Consultants*, *Subcontractors* or *Suppliers* so identified by the *Design-Builder* in writing for the performance of that portion of the *Design Services* or of the *Work* to which their proposal or bid applies.
- 3.4.3 The *Owner* may, for reasonable cause, at any time before the *Design-Builder* has signed the subcontract, object to the use of a proposed *Other Consultant*, *Subcontractor* or *Supplier* and require the *Design-Builder* to employ another proposed *Other Consultant*, *Subcontractor* or *Supplier* bidder.
- 3.4.4 If the *Owner* requires the *Design-Builder* to change a proposed *Other Consultant*, *Subcontractor* or *Supplier*, the *Contract Price* and *Contract Time* shall be adjusted by the differences resulting from such required change.
- 3.4.5 The *Design-Builder* shall not be required to employ any *Subcontractor*, *Supplier*, *Other Consultant*, person or firm to whom the *Design-Builder* may reasonably object.

GC 3.5 CONSTRUCTION DOCUMENTS

- 3.5.1 The *Design-Builder* shall submit the proposed *Construction Documents* to the *Owner* to review in orderly sequence and sufficiently in advance so as to cause no delay. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of proposed *Construction Documents*.
- 3.5.2 During the progress of the *Design Services*, the *Design-Builder* shall furnish to the *Owner* documents that describe details of the design required by the *Contract Documents*.
- 3.5.3 At the time of submission the *Design-Builder* shall advise the *Owner* in writing of any significant deviations in the proposed *Construction Documents* from the requirements of the *Contract Documents*. The *Owner* may or may not accept such deviations. Accepted deviations from the *Owner's Statement of Requirements* will be recorded in a *Change Order*.
- 3.5.4 When a change is required to the *Construction Documents* it shall be made in accordance with GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, or GC 6.3 – CHANGE DIRECTIVE.

GC 3.6 DESIGN SERVICES AND WORK SCHEDULE

- 3.6.1 The *Design-Builder* shall:
- .1 promptly after signing the Agreement, prepare and submit to the *Owner* a *Design Services* and *Work* schedule that indicates the timing of the major activities of the *Design Services* and of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate that the *Design Services* and the *Work* will be performed in conformity with the schedule;
 - .2 monitor the progress of the *Design Services* and of the *Work* relative to the schedule and update the schedule on a monthly basis or as stipulated by the *Contract Documents*; and
 - .3 advise the *Owner* of any revisions required to the schedule as a result of extensions to the *Contract Time* as provided in Part 6 of the General Conditions – CHANGES IN THE CONTRACT.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 3.7 SUPERVISION

- 3.7.1 The *Design-Builder* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of the Work* while work is being performed. The appointed representative shall not be changed except for valid reason.
- 3.7.2 The appointed representative shall represent the *Design-Builder* at the *Place of the Work*. Information and instructions provided by the *Owner* to the *Design-Builder's* appointed representative shall be deemed to have been received by the *Design-Builder* except that *Notices in Writing* otherwise required under the *Contract* shall be given as indicated in Article A-6 of the Agreement – RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING.

GC 3.8 LABOUR AND PRODUCTS

- 3.8.1 The *Design-Builder* shall provide and pay for labour, *Products*, tools, *Construction Equipment*, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the *Work* in accordance with the *Contract*.
- 3.8.2 Unless otherwise specified in the *Contract Documents*, *Products* provided shall be new. *Products* which are not specified shall be of a quality consistent with the *Contract Documents* and their use acceptable to the *Owner*.
- 3.8.3 The *Design-Builder* shall maintain good order and discipline among the *Design-Builder's* employees involved in the performance of the *Work* and shall not employ anyone not skilled in the tasks assigned.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 The *Design-Builder* shall keep one copy of current *Owner's Statement of Requirements*, *Construction Documents*, *Shop Drawings*, reports, and records of meetings at the *Place of the Work*, in good order and available to the *Owner*.

GC 3.10 SHOP DRAWINGS

- 3.10.1 The *Design-Builder* shall provide *Shop Drawings* as described in the *Contract Documents* or as the *Owner* may reasonably request.
- 3.10.2 *Shop Drawings* which require approval of any legally constituted authority having jurisdiction shall be provided to such authority by the *Design-Builder* for approval.
- 3.10.3 The *Design-Builder* shall review all *Shop Drawings* before providing them to the *Owner*. The *Design-Builder* represents by this review that the *Design-Builder* has:
- .1 determined and verified all applicable field measurements, field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so, and
 - .2 checked and co-ordinated each *Shop Drawing* with the requirements of the *Contract Documents*.
- 3.10.4 If the *Owner* requests to review shop drawings, the *Design-Builder* shall submit them in an orderly sequence and sufficiently in advance so as to cause no delay in the *Design Services* or the *Work* or in the work of other contractors. The *Owner* and the *Design-Builder* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings*.
- 3.10.5 The *Owner's* review under paragraph 3.10.4 is for conformity to the intent of the *Contract Documents* and for general arrangement only. The *Owner's* review shall not relieve the *Design-Builder* of the responsibility for errors or omissions in the *Shop Drawings* or for meeting all requirements of the *Contract Documents* unless the *Owner* expressly accepts a deviation from the *Contract Documents* by *Change Order*.

GC 3.11 NON-CONFORMING DESIGN AND DEFECTIVE WORK

- 3.11.1 Where the *Owner* has advised the *Design-Builder*, by *Notice in Writing*, that designs or *Specifications* fail to comply with the *Owner's Statement of Requirements*, the *Design-Builder* shall ensure that the design documents or proposed *Construction Documents* are promptly corrected or altered.
- 3.11.2 The *Design-Builder* shall promptly correct defective work that has been rejected by *Notice in Writing* by the *Owner* as failing to conform to the *Contract Documents* whether or not the defective work has been incorporated in the *Work* and whether or not the defect is the result of poor workmanship, design, use of defective products, or damage through carelessness or other act or omission of the *Design-Builder*.
- 3.11.3 The *Design-Builder* shall promptly make good other contractors' work destroyed or damaged by such removals or replacements at the *Design-Builder's* expense.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 3.11.4 If, in the opinion of the *Owner*, it is not expedient to correct defective work or work not performed as provided in the *Contract Documents*, the *Owner* may deduct from the amount otherwise due to the *Design-Builder* the difference in value between the work as performed and that called for by the *Contract Documents*. If the *Design-Builder* does not agree on the difference in value, the *Design-Builder* shall refer the dispute to Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.1 The *Contract Price* includes the cash allowances, if any, stated in the *Owner's Statement of Requirements*. The scope of work or costs included in such cash allowances shall be as described in the *Owner's Statement of Requirements*.
- 4.1.2 The *Contract Price*, and not the cash allowances, includes the *Design-Builder's* overhead and profit in connection with such cash allowances.
- 4.1.3 Expenditures under cash allowances shall be authorized by the *Owner*.
- 4.1.4 Where the actual cost of the work performed under any cash allowance exceeds the amount of the allowance, the *Design-Builder* shall be compensated for the excess incurred and substantiated plus an amount for overhead and profit on the excess as set out in the *Contract Documents*. Where the actual cost of the work performed under any cash allowance is less than the amount of the allowance, the *Owner* shall be credited for the unexpended portion of the cash allowance, but not for the *Design-Builder's* overhead and profit on such amount. Multiple cash allowances shall not be combined for the purpose of calculating the foregoing.
- 4.1.5 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between each cash allowance and the actual cost of the work performed under that cash allowance.
- 4.1.6 The value of the work performed under a cash allowance is eligible to be included in progress payments.
- 4.1.7 The *Design-Builder* and the *Owner* shall jointly prepare a schedule that shows when the *Owner* must authorize ordering of items called for under cash allowances to avoid delaying the progress of the *Design Services* or of the *Work*.

GC 4.2 CONTINGENCY ALLOWANCE

- 4.2.1 The *Contract Price* includes the contingency allowance, if any, stated in the *Owner's Statement of Requirements*.
- 4.2.2 The contingency allowance includes the *Design-Builder's* overhead and profit in connection with such contingency allowance.
- 4.2.3 Expenditures under the contingency allowance shall be authorized and valued as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 4.2.4 The *Contract Price* shall be adjusted by *Change Order* to provide for any difference between the expenditures authorized under paragraph 4.2.3 and the contingency allowance.

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- 5.1.1 The *Owner* shall, at the request of the *Design-Builder*, before signing the *Contract*, and promptly from time to time thereafter, furnish to the *Design-Builder* reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*.
- 5.1.2 The *Owner* shall give the *Design-Builder Notice in Writing* of any material change in the *Owner's* financial arrangements to fulfill the *Owner's* obligations under the *Contract* during the performance of the *Contract*.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- 5.2.1 Applications for payment on account as provided in Article A-5 of the Agreement – PAYMENT may be made monthly as the *Design Services* and the *Work* progress.
- 5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed to in writing by the parties.
- 5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of the *Design Services* and of the *Work* performed and *Products* delivered to the *Place of the Work* as of the last day of the payment period.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 5.2.4 The *Design-Builder* shall submit to the *Payment Certifier*, at least 15 calendar days before the first application for payment, a schedule of values for the parts of the *Design Services* and of the *Work*, aggregating the total amount of the *Contract Price*, so as to facilitate evaluation of applications for payment.
- 5.2.5 The schedule of values shall be made out in such form and supported by such evidence as the *Payment Certifier* may reasonably direct, and when accepted by the *Payment Certifier*, shall be used as the basis for applications for payment unless it is found to be in error.
- 5.2.6 The *Design-Builder* shall include a statement based on the schedule of values with each application for payment.
- 5.2.7 A declaration by the *Design-Builder* as to the distribution made of the amounts received using document CCDC 9A – Statutory Declaration of Progress Payment Distribution by Contractor shall be joined to each application for progress payment except the first one.
- 5.2.8 Applications for payment for *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall be supported by such evidence as the *Payment Certifier* may reasonably require to establish the value and delivery of the *Products*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1 After receipt by the *Payment Certifier* of an application for payment submitted by the *Design-Builder* in accordance with GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT:
- .1 the *Payment Certifier* will promptly inform the *Owner* of the date of receipt and value of the *Design-Builder's* application for payment,
 - .2 the *Payment Certifier* will issue to the *Owner* and copy to the *Design-Builder*, no later than 10 calendar days after the receipt of the application for payment, a certificate for payment in the amount applied for, or in such other amount as the *Payment Certifier* determines to be properly due. If the *Payment Certifier* amends the application, the *Payment Certifier* will promptly advise the *Design-Builder* in writing giving reasons for the amendment,
 - .3 the *Owner* shall make payment to the *Design-Builder* on account as provided in Article A-5 of the Agreement – PAYMENT on or before 20 calendar days after the later of:
 - receipt by the *Payment Certifier* of the application for payment, or
 - the last day of the monthly payment period for which the application for payment is made.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.4.1 When the *Design-Builder* considers that the *Work* is substantially performed or, if permitted by the lien legislation applicable at the *Place of the Work*, a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Design-Builder* shall prepare and submit to the *Payment Certifier* appropriate documents as required by the *Contract Documents* together with a written application for a review by the *Payment Certifier* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*. Failure to include this information does not alter the responsibility of the *Design-Builder* to complete the *Contract*.
- 5.4.2 The *Design-Builder's* application for *Substantial Performance of the Work* shall include a statement from the *Consultant*, and *Other Consultants* in support of the submitted information and the date of *Substantial Performance of the Work* or designated portion of the *Work*.
- 5.4.3 The *Payment Certifier* shall, within 7 calendar days after receipt of the *Design-Builder's* application for *Substantial Performance of the Work*, issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion thereof or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.4 If the applicable lien legislation requires the *Consultant* to determine whether the *Work* has been substantially performed, the *Consultant* shall issue a certificate of the *Substantial Performance of the Work* which shall state the date of *Substantial Performance of the Work* or designated portion of the *Work* or advise the *Design-Builder* in writing of the reasons for which such a certificate is not issued.
- 5.4.5 Immediately following the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder*, in consultation with the *Owner* will establish a reasonable date for completing the *Work*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

- 5.5.1 After the issuance of the certificate of *Substantial Performance of the Work*, the *Design-Builder* shall:
- .1 submit an application for payment of the holdback amount,
 - .2 submits a CCDC 9A Statutory Declaration of Progress Payment Distribution by Contractor.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 5.5.2 After the receipt of an application for payment from the *Design-Builder* and the statement as provided in paragraph 5.5.1, the *Payment Certifier* will issue a certificate for payment of the holdback amount.
- 5.5.3 Where the holdback amount required by the applicable lien legislation has not been placed in a separate holdback account, the *Owner* shall, 10 calendar days prior to the expiry of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*, place the holdback amount in a bank account in the joint names of the *Owner* and the *Design-Builder*.
- 5.5.4 In the common law jurisdictions, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable on the calendar day following the expiration of the holdback period stipulated in the lien legislation applicable to the *Place of the Work*. Where lien legislation does not exist or apply, the holdback amount shall be due and payable in accordance with other legislation, industry practice or provisions which may be agreed to between the parties. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.5.5 In the Province of Quebec, the holdback amount authorized by the certificate for payment of the holdback amount is due and payable 30 calendar days after the issuance of the certificate. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- 5.6.1 In the common law jurisdictions, where legislation permits and where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, on the first calendar day following the expiration of the holdback period for such work stipulated in the lien legislation applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.2 In the Province of Quebec, where, upon application by the *Design-Builder*, the *Payment Certifier* has certified that the work of a *Subcontractor* or *Supplier* has been performed prior to *Substantial Performance of the Work*, the *Owner* shall pay the *Design-Builder* the holdback amount retained for such subcontract work, or the *Products* supplied by such *Supplier*, no later than 30 calendar days after such certification by the *Payment Certifier*. The *Owner* may retain out of the holdback amount any sums required to satisfy any legal hypothecs that have been taken, or could be taken, against the *Work* or other third party monetary claims against the *Design-Builder* which are enforceable against the *Owner*.
- 5.6.3 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Design-Builder* shall ensure that such subcontract work or *Products* are protected pending the issuance of a *Substantial Performance of the Work* certificate and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

GC 5.7 FINAL PAYMENT

- 5.7.1 When the *Design-Builder* considers that the *Design Services* and the *Work* are completed, the *Design-Builder* shall submit an application for final payment.
- 5.7.2 The *Payment Certifier* will, no later than 10 calendar days after the receipt of an application from the *Design-Builder* for final payment, verify the validity of the application and advise the *Design-Builder* in writing that the application is valid or give reasons why it is not valid.
- 5.7.3 When the *Payment Certifier* finds the *Design-Builder's* application for final payment valid, the *Payment Certifier* will promptly issue a final certificate for payment.
- 5.7.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any lien legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Design-Builder* as provided in Article A-5 of the Agreement – PAYMENT.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 5.8 DEFERRED WORK

- 5.8.1 If because of climatic or other conditions reasonably beyond the control of the *Design-Builder*, there are items of work that cannot be performed, payment in full for that portion of the *Design Services* or *Work* which has been performed as certified by the *Payment Certifier* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portions of the *Design Services* and *Work* are finished, only such amount that the *Payment Certifier* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.9 NON-CONFORMING DESIGN SERVICES AND WORK

- 5.9.1 No payment by the *Owner* under the *Contract* nor partial or entire use or occupancy of the *Work* by the *Owner* shall constitute an acceptance of any portion of the *Design Services* and the *Work* which are not in accordance with the requirements of the *Contract Documents*.

PART 6 CHANGES IN THE CONTRACT

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 6.1.1 The *Owner* without invalidating the *Contract*, may make:
- .1 changes to the *Work* or to the *Owner's Statement of Requirements* consisting of additions, deletions or revisions to the *Design Services* or to the *Work*, by *Change Order* or *Change Directive*, and
 - .2 changes to the *Contract Time* by *Change Order*.
- 6.1.2 The *Design-Builder* shall not perform a change in the *Design Services*, *Construction Documents* or to the *Work* without a *Change Order* or a *Change Directive*.

GC 6.2 CHANGE ORDER

- 6.2.1 When a change is proposed or required, the *Owner* or the *Design-Builder* shall provide a written description of the proposed change to the other party. The *Design-Builder* shall present, in a form acceptable to the *Owner*, a method of adjustment or an amount of adjustment for the *Contract Price*, if any, and the adjustment in the *Contract Time*, if any, for the proposed change.
- 6.2.2 When the *Owner* and *Design-Builder* agree to the adjustments in the *Contract Price* and *Contract Time*, or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a *Change Order*. The value of the *Design Services* or the *Work* performed as the result of a *Change Order* shall be included in applications for progress payment.
- 6.2.3 If the *Owner* requests the *Design-Builder* to submit a proposal for a change and then elects not to proceed with the change, a *Change Order* shall be issued by the *Owner* to reimburse the *Design-Builder* for all costs incurred by the *Design-Builder* in developing the proposal, including the cost of the related *Design Services*.

GC 6.3 CHANGE DIRECTIVE

- 6.3.1 If the *Owner* requires the *Design-Builder* to proceed with a change prior to the *Owner* and the *Design-Builder* agreeing upon the corresponding adjustment in *Contract Price* and *Contract Time*, the *Owner* shall issue a *Change Directive*.
- 6.3.2 A *Change Directive* shall only be used to direct a change which is within the general scope of the *Contract Documents*.
- 6.3.3 A *Change Directive* shall not be used to direct a change in the *Contract Time* only.
- 6.3.4 Upon receipt of a *Change Directive*, the *Design-Builder* shall proceed promptly with the change.
- 6.3.5 For the purpose of valuing *Change Directives*, changes that are not substitutions or otherwise related to each other shall not be grouped together in the same *Change Directive*.
- 6.3.6 The adjustment in the *Contract Price* for a change carried out by way of a *Change Directive* shall be determined on the basis of the cost of the *Design-Builder's* actual expenditures and savings attributable to the *Change Directive*, valued in accordance with paragraph 6.3.7 and as follows:
- .1 If the change results in a net increase in the *Design-Builder's* cost, the *Contract Price* shall be increased by the amount of the net increase in the *Design-Builder's* cost, plus the *Design-Builder's* percentage fee on the net increase.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- .2 If the change results in a net decrease in the *Design-Builder's* cost, the *Contract Price* shall be decreased by the amount of the net decrease in the *Design-Builder's* cost, without adjustment for the *Design-Builder's* percentage fee.
- 6.3.7 The cost of performing the work attributable to the *Change Directive* shall be limited to the actual cost of the following:
- .1 salaries, wages and benefits paid to personnel in the direct employ of the *Design-Builder* under a salary or wage schedule agreed upon by the *Owner* and the *Design-Builder*, or in the absence of such a schedule, actual salaries, wages and benefits paid under applicable bargaining agreement, and in the absence of a salary or wage schedule and bargaining agreement, actual salaries, wages and benefits paid by the *Design-Builder*, for personnel:
 - (1) stationed at the *Design-Builder's* field office, in whatever capacity employed;
 - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
 - (3) engaged in the preparation or review of *Shop Drawings*, fabrication drawings, coordination drawings, and project record drawings; or
 - (4) engaged in the processing of changes in the *Design Services* or in the *Work*;
 - .2 contributions, assessments, or taxes incurred for such items as employment insurance, provincial or territorial health insurance, workers' compensation, and Canada or Quebec Pension Plan, insofar as such cost is based on wages, salaries, or other remuneration paid to employees of the *Design-Builder* and included in the cost of the work as provided in paragraphs 6.3.7.1;
 - .3 travel and subsistence expenses of the *Design-Builder's* personnel described in paragraphs 6.3.7.1;
 - .4 all *Products* including cost of transportation thereof;
 - .5 materials, supplies, *Construction Equipment*, *Temporary Work*, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the *Work*, and cost less salvage value on such items used but not consumed, which remain the property of the *Design-Builder*;
 - .6 all tools and *Construction Equipment*, exclusive of hand tools used in the performance of the *Work* whether rented from or provided by the *Design-Builder* or others, including installation, minor repairs and replacements, dismantling, removal, transportation, and delivery cost thereof;
 - .7 all equipment and services required for the *Design-Builder's* field office;
 - .8 deposits lost;
 - .9 the cost of *Design Services* including all fees and disbursements of the *Consultant* and *Other Consultants* engaged to perform such services;
 - .10 the amounts of all subcontracts;
 - .11 quality assurance such as independent inspection and testing services;
 - .12 charges levied by authorities having jurisdiction at the *Place of the Work*;
 - .13 royalties, patent license fees, and damages for infringement of patents and cost of defending suits therefore subject always to the *Design-Builder's* obligations to indemnify the *Owner* as provided in paragraph 10.3.1 of GC 10.3 – PATENT FEES;
 - .14 any adjustment in premiums for all bonds and insurance which the *Design-Builder* is required, by the *Contract Documents*, to purchase and maintain;
 - .15 any adjustment in taxes, other than *Value Added Taxes*, and duties for which the *Design-Builder* is liable;
 - .16 charges for long distance telephone and facsimile communications, courier services, expressage, and petty cash items incurred in relation to the performance of the *Work*;
 - .17 removal and disposal of waste products and debris; and
 - .18 safety measures and requirements.
- 6.3.8 Notwithstanding other provisions contained in the General Conditions of the *Contract*, it is the intention of the parties that the cost of any item under any cost element referred to in paragraph 6.3.7 shall cover and include any and all costs or liabilities attributable to the *Change Directive* other than those which are the result of or occasioned by any failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work*. Any cost due to failure on the part of the *Design-Builder* to exercise reasonable care and diligence in the *Design-Builder's* attention to the *Design Services* or to the *Work* shall be borne by the *Design-Builder*.
- 6.3.9 The *Design-Builder* shall keep full and detailed accounts and records necessary for the documentation of the cost of performing the work attributable to the *Change Directive* and shall provide the *Owner* with copies thereof when requested.
- 6.3.10 For the purpose of valuing *Change Directives*, the *Owner* shall be afforded reasonable access to all of the *Design-Builder's* pertinent documents related to the cost of performing the work attributable to the *Change Directive*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 6.3.11 Pending determination of the final amount of a *Change Directive*, the undisputed value of the work performed as the result of a *Change Directive* is to be included in progress payments.
- 6.3.12 If the *Owner* and *Design-Builder* do not agree on the proposed adjustment in the *Contract Time* attributable to the change, or the method of determining it, the adjustment shall be referred to the provisions of PART 8 – DISPUTE RESOLUTION, for determination.
- 6.3.13 When the *Owner* and the *Design-Builder* reach agreement on the adjustment to the *Contract Price* and to the *Contract Time*, this agreement shall be recorded in a *Change Order*.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

- 6.4.1 If the *Owner* or the *Design-Builder* discovers conditions at the *Place of the Work* which are:
- .1 subsurface or otherwise concealed physical conditions which existed before the commencement of the *Contract* and which differ materially from those indicated in the *Contract Documents*; or
 - .2 physical conditions, other than conditions due to weather, that are of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the *Contract Documents*,
- then the observing party shall give *Notice in Writing* to the other party of such conditions before they are disturbed and in no event later than 5 *Working Days* after first observance of the conditions.
- 6.4.2 The *Owner* will promptly investigate such conditions. If the conditions differ materially from the *Contract Documents* and this would cause an increase or decrease in the *Design-Builder's* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.
- 6.4.3 If the *Owner* is of the opinion that the conditions at the *Place of the Work* are not materially different or that no change in the *Contract Price* or the *Contract Time* is justified, the *Owner* will advise the *Design-Builder* in writing of the grounds on which this opinion is based.
- 6.4.4 The *Design-Builder* shall not be entitled to an adjustment in the *Contract Price* or the *Contract Time* if such conditions were reasonably apparent during the request for proposal period or bidding period and prior to proposal closing or bid closing.
- 6.4.5 If such concealed or unknown conditions relate to toxic and hazardous substances and materials, artifacts and fossils, or mould, the parties will be governed by the provisions of GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS, GC 9.3 – ARTIFACTS AND FOSSILS and GC 9.5 – MOULD.

GC 6.5 DELAYS

- 6.5.1 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by an action or omission of the *Owner* or anyone employed or engaged by the *Owner* directly or indirectly, contrary to the provisions of the *Contract Documents*, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.2 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or any person employed or engaged by the *Design Builder* directly or indirectly, then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The *Design-Builder* shall be reimbursed by the *Owner* for reasonable costs incurred by the *Design-Builder* as the result of such delay.
- 6.5.3 If the *Design-Builder* is delayed in the performance of the *Design Services* or the *Work* by:
- .1 labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the *Design-Builder* is a member or to which the *Design-Builder* is otherwise bound), or
 - .2 fire, unusual delay by common carriers or unavoidable casualties, or
 - .3 abnormally adverse weather conditions, or
 - .4 any cause beyond the *Design-Builder's* control other than one resulting from a default or breach of *Contract* by the *Design-Builder*,
- then the *Contract Time* shall be extended for such reasonable time as agreed between the *Owner* and the *Design-Builder*. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the *Design-Builder* agrees to a shorter extension. The *Design-Builder* shall not be entitled to payment for costs

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

incurred by such delays unless such delays result from actions of the *Owner*, or anyone employed or engaged by the *Owner* directly or indirectly.

- 6.5.4 No extension shall be made for delay unless *Notice in Writing* of the cause of delay is given to the *Owner* no later than 10 *Working Days* after the commencement of the delay. In the case of a continuing cause of delay only one *Notice in Writing* shall be necessary.
- 6.5.5 Any adjustment to *Contract Price* and *Contract Time* required as a result of GC 6.5 – DELAYS shall be made as provided in GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER, and GC 6.3 – CHANGE DIRECTIVE.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- 6.6.1 If the *Design-Builder* intends to make a claim for an increase to the *Contract Price*, or if the *Owner* intends to make a claim for a credit to the *Contract Price*, the party that intends to make the claim shall give timely *Notice in Writing* of intent to claim to the other party, to give the other party the opportunity to take actions to mitigate the claim.
- 6.6.2 Upon commencement of the event or series of events giving rise to a claim, the party intending to make the claim shall:
 - .1 take all reasonable measures to mitigate any loss or expense which may be incurred as a result of such event or series of events, and
 - .2 keep such records as may be necessary to support the claim.
- 6.6.3 The party making the claim shall submit within a reasonable time to the other party a detailed account of the amount claimed and the grounds upon which the claim is based.
- 6.6.4 Where the event or series of events giving rise to the claim has a continuing effect, the detailed account submitted under paragraph 6.6.3 shall be considered to be an interim account and the party making the claim shall, at regular intervals as agreed between the parties, submit further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 6.6.5 If the *Owner* and *Design-Builder* are in disagreement regarding the basis for the claim or its valuation, the matter shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION.

PART 7 RIGHT TO SUSPEND OR TERMINATE

GC 7.1 OWNER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR TERMINATE THE CONTRACT BEFORE THE WORK COMMENCES

- 7.1.1 The *Owner* may, at any time before the *Work* commences at the *Place of the Work*, suspend performance of the *Design Services* by giving *Notice in Writing* to the *Design-Builder* indicating the expected length of the suspension. Such suspension shall be effective in the manner as stated in the *Notice in Writing* and shall be without prejudice to any claims which either party may have against the other.
- 7.1.2 Upon receiving a notice of suspension, the *Design-Builder* shall, subject to any directions in the notice of suspension, suspend performance of the *Design Services*.
- 7.1.3 If the *Design Services* are suspended for a period of 20 *Working Days* or less, the *Design-Builder*, upon the expiration of the period of suspension, shall resume the performance of the *Design Services* in accordance with the *Contract Documents*. The *Contract Price* and *Contract Time* shall be adjusted as provided in paragraph 6.5.1 of GC 6.5 – DELAYS.
- 7.1.4 If, after 20 *Working Days* from the date of delivery of the *Notice in Writing* regarding the suspension of the *Design Services*, the *Owner* and the *Design-Builder* agree to continue with and complete the *Design Services* and the *Work*, the *Design-Builder* shall resume the *Design Services* in accordance with any terms and conditions agreed upon by the *Owner* and the *Design-Builder*. Failing such an agreement, the *Owner* shall be deemed to have terminated the *Contract* and the *Design-Builder* shall be entitled to be paid for all *Design Services* performed and for such other damages as the *Design-Builder* may have sustained, including reasonable profit, as a result of the termination of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 7.2 OWNER'S RIGHT TO TERMINATE THE DESIGN-BUILDER'S RIGHT TO CONTINUE WITH THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.2.1 If the *Design-Builder* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Design-Builder's* insolvency, or if a receiver is appointed because of the *Design-Builder's* insolvency, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, terminate the *Design-Builder's* right to continue with the *Design Services* or *Work*, by giving the *Design-Builder* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.2.2 If the *Design-Builder* neglects to properly perform the *Design Services* or *Work*, or otherwise fails to comply with the requirements of the *Contract* to a substantial degree, the *Owner* may, without prejudice to any other right or remedy the *Owner* may have, give the *Design-Builder* *Notice in Writing* that the *Design-Builder* is in default of the *Design-Builder's* contractual obligations and instruct the *Design-Builder* to correct the default in the 5 *Working Days* immediately following the receipt of such *Notice in Writing*.
- 7.2.3 If the default cannot be corrected in the 5 *Working Days* specified or in such other time period as may be subsequently agreed in writing by the parties, the *Design-Builder* shall be in compliance with the *Owner's* instructions if the *Design-Builder*:
- .1 commences the correction of the default within the specified or agreed time, as the case may be, and
 - .2 provides the *Owner* with an acceptable schedule for such correction, and
 - .3 corrects the default in accordance with the *Contract* terms and with such schedule.
- 7.2.4 If the *Design-Builder* fails to correct the default in the time specified or in such other time period as may be subsequently agreed in writing by the parties, without prejudice to any other right or remedy the *Owner* may have, the *Owner* may:
- .1 correct such default and deduct the cost thereof from any payment then or thereafter due the *Design-Builder* provided the *Payment Certifier* has certified such cost to the *Owner* and the *Design-Builder*, or
 - .2 terminate the *Design-Builder's* right to continue with the *Design Services* or *Work* in whole or in part, or
 - .3 terminate the *Contract*.
- 7.2.5 If the *Owner* terminates the *Design-Builder's* right to continue with the *Design Services* or *Work* as provided in paragraphs 7.2.1 and 7.2.4, or if the *Owner* terminates the *Contract*, the *Owner* shall be entitled to:
- .1 use the plans, sketches, *Drawings*, graphic representations and *Specifications* pursuant to paragraph 1.1.8 of GC 1.1 – CONTRACT DOCUMENTS, as reasonably required for the completion of design and construction of the *Project*, but unless otherwise agreed, the *Consultant* and *Other Consultants* shall not assume any responsibility or liability resulting from use of such documents which may be incomplete;
 - .2 take possession of the *Work* and *Products* at the *Place of the Work*, and subject to the rights of third parties, utilize the *Construction Equipment* at the *Place of the Work*, and finish the *Design Services* and *Work* by whatever method the *Owner* may consider expedient, but without undue delay or expense;
 - .3 withhold further payment to the *Design-Builder* until final payment is determined in accordance with paragraphs 7.2.5.4 and 7.2.5.5;
 - .4 charge the *Design-Builder* the amount by which:
 - (1) the full cost of finishing the *Design Services* and the *Work*, as certified by the *Payment Certifier*, including compensation to the *Payment Certifier* for the *Payment Certifier's* additional services, plus
 - (2) a reasonable allowance as determined by the *Payment Certifier* to cover the cost of corrections to work performed by the *Design-Builder* that may be required under GC 12.5 – WARRANTY, together exceeds the unpaid balance of the *Contract Price*; however, if such cost of finishing the *Design Services* and the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Design-Builder* the difference; and
 - .5 on expiry of the warranty period, charge the *Design-Builder* the amount by which the cost of corrections to the *Design-Builder's* work under GC 12.5 – WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the *Design-Builder* the difference.
- 7.2.6 The *Design-Builder's* obligation under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Design-Builder* up to the time of termination shall continue after such termination of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 7.3 DESIGN-BUILDER'S RIGHT TO SUSPEND THE DESIGN SERVICES OR WORK, OR TERMINATE THE CONTRACT

- 7.3.1 If the *Owner* is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of the *Owner's* insolvency, or if a receiver is appointed because of the *Owner's* insolvency, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* or receiver or trustee in bankruptcy *Notice in Writing* to that effect.
- 7.3.2 If the *Design Services* or *Work* are suspended or otherwise delayed for a period of more than 20 *Working Days* under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the *Design-Builder* or of anyone directly or indirectly employed or engaged by the *Design-Builder*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, terminate the *Contract* by giving the *Owner* *Notice in Writing* to that effect.
- 7.3.3 The *Design-Builder* may give *Notice in Writing* to the *Owner* that the *Owner* is in default of the *Owner's* contractual obligations if:
- .1 the *Owner* fails to furnish, when so requested by the *Design-Builder*, reasonable evidence that financial arrangements have been made to fulfill the *Owner's* obligations under the *Contract*, or
 - .2 the *Payment Certifier* fails to issue a certificate as provided in GC 5.3 – PROGRESS PAYMENT, or
 - .3 the *Owner* fails to pay the *Design-Builder* when due the amounts certified by the *Payment Certifier* or awarded by arbitration or court, or
 - .4 the *Owner* violates the requirements of the *Contract* to a substantial degree.
- 7.3.4 The *Design-Builder's* *Notice in Writing* to the *Owner* provided under paragraph 7.3.3 shall advise that if the default is not corrected within 5 *Working Days* following the receipt of the *Notice in Writing*, the *Design-Builder* may, without prejudice to any other right or remedy the *Design-Builder* may have, suspend the *Design Services* or the *Work*, or terminate the *Contract*.
- 7.3.5 If the *Design-Builder* suspends the *Work* pursuant to paragraph 7.3.4, the *Design-Builder* shall:
- .1 at the cost of the *Owner* maintain operations necessary for safety reasons and for care and preservation of the *Work*,
 - .2 make reasonable efforts to delay *Product* deliveries, and
 - .3 not remove from the *Place of the Work* any part of the *Work* or any *Products* not yet incorporated into the *Work*.
- 7.3.6 If the *Design-Builder* terminates the *Contract* under the conditions set out above, the *Design-Builder* shall be entitled to be paid for all *Design Services* and *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and for such other damages as the *Design-Builder* may have sustained as a result of the termination of the *Contract*.

PART 8 DISPUTE RESOLUTION

GC 8.1 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.1.1 Differences between the parties to the *Contract* as to the interpretation, application or administration of the *Contract* or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of Part 8 of the General Conditions – DISPUTE RESOLUTION.
- 8.1.2 If a dispute does arise, the parties shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.
- 8.1.3 If the parties do not reach an agreement, either party shall send a *Notice in Writing* of dispute to the other party which contains the particulars of the matter in dispute, the relevant provisions of the *Contract Documents* and, if a Project Mediator has not already been appointed, a request that a Project Mediator be appointed. The responding party shall send a *Notice in Writing* of reply to the dispute within 10 *Working Days* after receipt of such *Notice in Writing*, setting out particulars of the response and any relevant provisions of the *Contract Documents*.
- 8.1.4 If a dispute is not resolved promptly, the *Owner* will issue such instructions as necessary to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim the party may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, the *Owner* shall pay the *Design-Builder* costs incurred by the *Design-Builder* in carrying out such instructions which the *Design-Builder* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required, including costs resulting from interruption of the *Design Services* or the *Work*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 8.1.5 The parties shall, in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing, appoint a Project Mediator:
- .1 within 20 *Working Days* after the *Contract* was awarded, or
 - .2 if the parties neglected to make an appointment within the 20 *Working Days*, within 10 *Working Days* after either party by *Notice in Writing* requests that the Project Mediator be appointed.
- 8.1.6 After a period of 10 *Working Days* following receipt of a responding party's *Notice in Writing* of reply under paragraph 8.1.3, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 Rules for Mediation and Arbitration of Construction Disputes in effect at the time of proposal closing or bid closing.
- 8.1.7 If the dispute has not been resolved within 10 *Working Days* after the Project Mediator was requested under paragraph 8.1.6 or within such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving *Notice in Writing* to the *Owner* and the *Design-Builder*.
- 8.1.8 By giving a *Notice in Writing* to the other party not later than 10 *Working Days* after the date of termination of the mediated negotiations under paragraph 8.1.7, either party may refer the dispute to be finally resolved by arbitration conducted in accordance with the Rules for Mediation and Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of proposal closing or bid closing. The arbitration shall be conducted in the jurisdiction of the *Place of the Work*.
- 8.1.9 On expiration of the 10 *Working Days* stipulated in paragraph 8.1.8, the arbitration agreement under paragraph 8.1.8 is not binding on the parties and, if a *Notice in Writing* is not given under paragraph 8.1.8 within the required time, the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- 8.1.10 If neither party, by *Notice in Writing*, given within 10 *Working Days* of the date of *Notice in Writing* requesting arbitration in paragraph 8.1.8, requires that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.1.8 shall be
- .1 held in abeyance until
 - (1) *Substantial Performance of the Work*,
 - (2) the *Contract* has been terminated, or
 - (3) the *Design-Builder* has abandoned the *Design Services* or the *Work*, whichever is earlier; and
 - .2 consolidated into a single arbitration under the rules governing the arbitration under paragraph 8.1.8.

GC 8.2 RETENTION OF RIGHTS

- 8.2.1 It is agreed that no act by either party shall be construed as a renunciation or waiver of any rights or recourses, provided the party has given the *Notice in Writing* required under Part 8 of the General Conditions – DISPUTE RESOLUTION and has carried out the instructions as provided in paragraph 8.1.4.
- 8.2.2 Nothing in Part 8 of the General Conditions – DISPUTE RESOLUTION shall be construed in any way to limit a party from asserting any statutory right to a lien under applicable lien legislation of the jurisdiction of the *Place of the Work* and the assertion of such right by initiating judicial proceedings is not to be construed as a waiver of any right that party may have under paragraph 8.1.9 of GC 8.1 – NEGOTIATION, MEDIATION AND ARBITRATION to proceed by way of arbitration to adjudicate the merits of the claim upon which such a lien is based.
- 8.2.3 Part 8 of the General Conditions – DISPUTE RESOLUTION shall survive suspension or termination of the *Contract*.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.1 PROTECTION OF WORK AND PROPERTY

- 9.1.1 The *Design-Builder* shall protect the *Work* and the *Owner's* property and property adjacent to the *Place of the Work* from damage which may arise as the result of the *Design-Builder's* operations under the *Contract*, and shall be responsible for such damage, except damage which occurs as the result of:
- .1 errors in the *Owner's Statement of Requirements*, or
 - .2 acts or omissions by the *Owner*, the *Owner's* agents and employees.
- 9.1.2 Before commencing any work, the *Design-Builder* shall determine the location of all underground utilities and structures that are reasonably apparent in an inspection of the *Place of the Work*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- 9.1.3 Should the *Design-Builder* in the performance of the *Contract* damage the *Work*, the *Owner's* property, or property adjacent to the *Place of the Work*, the *Design-Builder* shall be responsible for making good such damage at the *Design-Builder's* expense.
- 9.1.4 Should damage occur to the *Work* or *Owner's* property for which the *Design-Builder* is not responsible, as provided in paragraph 9.1.1, the *Design-Builder* shall make good such damage to the *Work* and, if the *Owner* so directs, to the *Owner's* property. The *Contract Price* and *Contract Time* shall be adjusted as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

- 9.2.1 For the purposes of applicable legislation related to toxic and hazardous substances, the *Owner* shall be deemed to have control and management of the *Place of the Work* with respect to existing conditions.
- 9.2.2 Prior to the *Design-Builder* commencing the *Design Services* or *Work*, the *Owner* shall, subject to legislation applicable to the *Place of the Work*:
- .1 take all reasonable steps to determine whether any toxic or hazardous substances are present at the *Place of the Work*, and
 - .2 provide the *Design-Builder* with a written list of any such substances that are known to exist and their locations.
- 9.2.3 The *Owner* shall take all reasonable steps to ensure that no person's exposure to any toxic or hazardous substance exceeds the time weighted levels prescribed by applicable legislation at the *Place of the Work* and that no property is damaged or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances which were at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.4 Unless the *Contract* expressly provides otherwise, the *Owner* shall be responsible for taking all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to dispose of, store or otherwise render harmless toxic or hazardous substances which were present at the *Place of the Work* prior to the *Design-Builder* commencing the *Work*.
- 9.2.5 If the *Design-Builder* encounters toxic or hazardous substances at the *Place of the Work* or has reasonable grounds to believe that toxic or hazardous substances are present at the *Place of the Work*, which were not brought to the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible and which were not disclosed by the *Owner* or which were disclosed but have not been dealt with as required under paragraph 9.2.4, the *Design-Builder* shall:
- .1 take all reasonable steps, including stopping the *Work*, to ensure that no person's exposure to any toxic or hazardous substances exceeds any applicable time weighted levels prescribed by legislation applicable to the *Place of the Work*, and
 - .2 immediately report the circumstances to the *Owner* in writing.
- 9.2.6 If the *Owner* and *Design-Builder* do not agree on the existence or significance of the toxic or hazardous substances, or whether the toxic or hazardous substances were brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert's report shall be delivered to the *Owner* and the *Design-Builder*.
- 9.2.7 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substances were not brought onto the *Place of the Work* by the *Design Builder* or anyone for whom the *Design Builder* is responsible, the *Owner* shall promptly at the *Owner's* own expense:
- .1 take all steps as required under paragraph 9.2.4;
 - .2 reimburse the *Design-Builder* for the costs of all steps taken pursuant to paragraph 9.2.5;
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in 9.2.6 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay; and
 - .4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.
- 9.2.8 If the *Owner* and *Design-Builder* agree or if the expert referred to in paragraph 9.2.6 determines that the toxic or hazardous substance was brought onto the *Place of the Work* by the *Design-Builder* or anyone for whom the *Design-Builder* is responsible, the *Design-Builder* shall promptly at the *Design-Builder's* own expense:
- .1 take all necessary steps, in accordance with applicable legislation in force at the *Place of the Work*, to safely remove and dispose the toxic or hazardous substances;
 - .2 make good any damage to the *Work*, the *Owner's* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY;

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.2.6; and
- .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.

9.2.9 If either party does not accept the expert’s findings under paragraph 9.2.6, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert’s determination and take the steps required by paragraph 9.2.7 or 9.2.8 it being understood that by so doing, neither party will jeopardize any claim that party may have to be reimbursed as provided in paragraphs 9.2.7 or 9.2.8.

GC 9.3 ARTIFACTS AND FOSSILS

- 9.3.1 Fossils, coins, articles of value or antiquity, structures and other remains or things of scientific or historic interest discovered at the *Place of the Work* shall, as between the *Owner* and the *Design-Builder*, be deemed to be the absolute property of the *Owner*.
- 9.3.2 The *Design-Builder* shall take all reasonable precautions to prevent removal or damage to discoveries as identified in paragraph 9.3.1, and shall advise the *Owner* upon discovery of such items.
- 9.3.3 The *Owner* will investigate the impact on the *Design Services* or the *Work* of the discoveries identified in paragraph 9.3.1. If conditions are found that would cause an increase or decrease in the *Design-Builder’s* cost or time to perform the *Design Services* or the *Work*, the *Owner* will issue appropriate instructions for a change in the *Contract* as provided in GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.

GC 9.4 CONSTRUCTION SAFETY

- 9.4.1 Except as provided for in paragraph 2.6.2.2 of GC 2.6 – WORK BY OWNER OR OTHER CONTRACTORS, the *Design-Builder* shall assume overall responsibility for:
- .1 construction health and safety at the *Place of the Work* in compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, and
 - .2 establishing, initiating, maintaining, and supervising all health and safety precautions and programs in connection with the performance of the *Work*.

GC 9.5 MOULD

- 9.5.1 If the *Design-Builder* or *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*, the remediation of which is not expressly part of the *Work*,
- .1 the observing party shall promptly report the circumstances to the other party in writing, and
 - .2 the *Design-Builder* shall promptly take all reasonable steps, including stopping the *Work* if necessary, to ensure that no person suffers injury, sickness or death and that no property is damaged as a result of exposure to or the presence of the mould.
- 9.5.2 If the *Owner* and *Design-Builder* do not agree on the existence, significance or cause of the mould or as to what steps need be taken to deal with it, the *Owner* shall retain and pay for an independent qualified expert to investigate and make a determination on such matters. The expert’s report shall be delivered to the *Owner* and *Design-Builder*.
- 9.5.3 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was caused by the *Design-Builder’s* operations under the *Contract*, the *Design-Builder* shall promptly, at the *Design-Builder’s* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 make good any damage to the *Work*, the *Owner’s* property or property adjacent to the *Place of the Work* as provided in paragraph 9.1.3 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 reimburse the *Owner* for reasonable costs incurred under paragraph 9.5.2, and
 - .4 indemnify the *Owner* as required by GC 12.2 – INDEMNIFICATION.
- 9.5.4 If the *Owner* and *Design-Builder* agree, or if the expert referred to in paragraph 9.5.2 determines that the presence of mould was not caused by the *Design-Builder’s* operations under the *Contract*, the *Owner* shall promptly, at the *Owner’s* own expense:
- .1 take all reasonable and necessary steps to safely remediate or dispose of the mould, and
 - .2 reimburse the *Design-Builder* for the cost of taking the steps under paragraph 9.5.1.2 and making good any damage to the *Work* as provided in paragraph 9.1.4 of GC 9.1 – PROTECTION OF WORK AND PROPERTY, and
 - .3 extend the *Contract Time* for such reasonable time as agreed between the *Design-Builder* and the *Owner* in consultation with the expert referred to in paragraph 9.5.2 and reimburse the *Design-Builder* for reasonable costs incurred as a result of the delay, and

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

.4 indemnify the *Design-Builder* as required by GC 12.2 – INDEMNIFICATION.

- 9.5.5 If either party does not accept the expert's finding under paragraph 9.5.2, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. If such disagreement is not resolved promptly, the parties shall act immediately in accordance with the expert's determination and take the steps required by paragraphs 9.5.3 or 9.5.4, it being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed as provided in paragraphs 9.5.3 or 9.5.4.

PART 10 GOVERNING REGULATIONS

GC 10.1 TAXES AND DUTIES

- 10.1.1 The *Contract Price* shall include all taxes and customs duties in effect at the time of the proposal closing or bid closing except for *Value Added Taxes* payable by the *Owner* to the *Design-Builder* as stipulated in Article A-4 of the Agreement – CONTRACT PRICE.
- 10.1.2 Any increase or decrease in costs to the *Design-Builder* due to changes in such included taxes and duties after the time of the proposal closing or bid closing shall increase or decrease the *Contract Price* accordingly, and either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.1 The laws of the *Place of the Work* shall govern the *Design Services* and the *Work*.
- 10.2.2 The *Owner* shall obtain and pay for the permanent easements and rights of servitude.
- 10.2.3 Unless otherwise stated, the *Design-Builder* shall obtain and pay for the building permit and other permits, licences, or certificates necessary for the performance of the *Work* at the time of the proposal closing or bid closing. The *Contract Price* includes the cost of these permits, licences, inspections, and certificates, and their procurement.
- 10.2.4 The *Design-Builder* shall give the required notices and comply with the laws, ordinances, rules, regulations, or codes which are or become in force during the *Design Services* or the performance of the *Work* and which relate to the *Design Services* or the *Work*, to the preservation of the public health, and to construction safety.
- 10.2.5 The *Design-Builder* shall not be responsible for verifying that the *Owner's Statement of Requirements* is in substantial compliance with the applicable laws, ordinances, rules, regulations, or codes relating to the *Design Services* or the *Work*. If after the time of the proposal closing or bid closing, changes are made to the applicable laws, ordinances, rules, regulations, or codes which require modification to the *Contract Documents*, the *Design-Builder* shall advise the *Owner* in writing requesting direction immediately upon such variance or change becoming known. Changes shall be made as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.
- 10.2.6 If the *Design-Builder* fails to advise the *Owner* in writing and fails to obtain direction as required in paragraph 10.2.5, and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, or codes, the *Design-Builder* shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.
- 10.2.7 If, subsequent to the time of proposal closing or bid closing, changes are made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction which affect the cost of the *Design Services* or the *Work*, either party may submit a claim in accordance with the requirements of GC 6.6 – CLAIMS FOR A CHANGE IN CONTRACT PRICE.

GC 10.3 PATENT FEES

- 10.3.1 The *Design-Builder* shall pay the royalties and patent licence fees required for the performance of the *Contract*. The *Design-Builder* shall hold the *Owner* harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention by the *Design-Builder* or anyone for whose acts the *Design-Builder* may be liable.
- 10.3.2 The *Owner* shall hold the *Design-Builder* harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Design-Builder's* performance of the *Contract* which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the *Contract*, the model, plan or design of which was supplied by the *Owner* to the *Design-Builder* as part of the *Contract Documents*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 10.4 WORKERS' COMPENSATION

- 10.4.1 Prior to commencing the *Design Services* or the *Work*, again with the *Design-Builder's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Design-Builder's* application for final payment, the *Design-Builder* shall provide evidence of compliance with workers' compensation legislation at the *Place of the Work*, including payments due thereunder.
- 10.4.2 At any time during the term of the *Contract*, when requested by the *Owner*, the *Design-Builder* shall provide such evidence of compliance by the *Design-Builder* and *Subcontractors*.

PART 11 INSURANCE AND CONTRACT SECURITY

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.2 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages, the minimum requirements of which are specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal closing or bid closing except as hereinafter provided:
- .1 Everywhere used in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the term “*Contractor*” shall be replaced with the term “*Design-Builder*”.
 - .2 General liability insurance in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, *Other Consultants*, the *Owner's Advisor*, and the *Payment Certifier* as insured but only with respect to liability arising out of the operations of the *Design-Builder* with regard to the *Design Services* or *Work*. All liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years.
 - .3 Automobile Liability Insurance from the date of commencement of the *Design Services* or the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .4 If owned or non-owned aircraft and watercraft are used directly or indirectly in the performance of the *Design Services* or *Work*, Aircraft and Watercraft Liability Insurance from the date of commencement of the *Design Services* or *Work* until one year after the date of *Substantial Performance of the Work*.
 - .5 "All risks" property insurance in the joint names of the *Design-Builder*, the *Owner*, the *Consultant*, the *Owner's Advisor*, and the *Payment Certifier*. The policy shall include as Additional Insureds all *Subcontractors*. Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required or waive the insurance requirement. The “all risks” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*;
 - (2) on the commencement of use or occupancy of any part or section of *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*; or
 - (3) when left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .6 Boiler and machinery insurance in the joint names of the *Design-Builder* and the *Owner*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*.
 - .7 The “all risks” property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Design-Builder* as their respective interests may appear. In the event of loss or damage:
 - (1) the *Design-Builder* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Design-Builder* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* as agreed by the *Owner* and *Design-Builder*;
 - (2) the *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions of the *Contract*. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces, or another contractor, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, the *Owner* shall pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions of the *Contract*.
- .8 *Design-Builder's* Equipment Insurance from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
- .9 In addition to the insurance requirements specified in CCDC 41 – CCDC INSURANCE REQUIREMENTS, the *Design-Builder* shall carry professional liability insurance with limits of not less than \$1,000,000 per claim and with an aggregate limit of not less than \$2,000,000 within any policy year, unless specified otherwise in the *Contract Documents*. The policy shall be maintained continuously from the commencement of the *Contract* until 2 years after *Substantial Performance of the Work*.
- 11.1.2 Prior to commencement of the *Design Services* or *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Design Services* or *Work*.
- 11.1.3 The *Design-Builder* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Design-Builder's* responsibility by the terms of GC 9.1 – PROTECTION OF WORK AND PROPERTY and GC 12.2 – INDEMNIFICATION.
- 11.1.4 If the *Design-Builder* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence of same to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from any amount which is due or may become due to the *Design-Builder*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.
- 11.1.6 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies reduced insurance requirements, the parties shall address such reduction, prior to the *Design-Builder's* insurance policy becoming due for renewal, and record any agreement in a *Change Order*.
- 11.1.7 If a revised version of CCDC 41 – CCDC INSURANCE REQUIREMENTS is published, which specifies increased insurance requirements, the *Owner* may require the increased coverage from the *Design-Builder* by way of a *Change Order*.
- 11.1.8 A *Change Directive* shall not be used to direct a change in the insurance requirements in response to any revision of CCDC 41 – CCDC INSURANCE REQUIREMENTS.

GC 11.2 CONTRACT SECURITY

- 11.2.1 The *Design-Builder* shall, prior to commencement of the *Design Services* or *Work* or within such other time as may be specified in the *Contract Documents*, provide to the *Owner* any *Contract* security specified in the *Contract Documents*.
- 11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms.

PART 12 INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY

GC 12.1 DEFINITION AND SURVIVAL

- 12.1.1 For the purposes of Part 12 – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY, “claim” or “claims” shall mean claims, demands, losses, costs, damages, actions, suits or proceedings, whether in contract or tort.
- 12.1.2 Part 12 of the General Conditions – INDEMNIFICATION, LIMITATION OF LIABILITY, WAIVER OF CLAIMS, AND WARRANTY shall survive suspension or termination of the *Contract*.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 12.2 INDEMNIFICATION

- 12.2.1 Without restricting the parties' obligations to indemnify one another as described in paragraph 12.2.4 and the Owner's obligation to indemnify as described in paragraph 12.2.5, the *Owner* and the *Design-Builder* shall each indemnify and hold harmless the other from and against all claims, whether in respect to losses suffered by them or in respect to claims by third parties that arise out of, or are attributable in any respect to their involvement as parties to this *Contract*, provided such claims are:
- .1 caused by:
 - (1) errors, omissions, or negligence of the party from whom indemnification is sought or anyone for whom that party is responsible, or
 - (2) a breach of this *Contract* by the party from whom indemnification is sought; and
 - .2 made by *Notice in Writing* within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work* issued pursuant to paragraph 5.4.3 of GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of the Work*.
- The parties expressly waive the right to indemnity for claims other than those provided for in this *Contract*.
- 12.2.2 The obligation of either party to indemnify as set forth in paragraph 12.2.1 shall be limited as follows:
- .1 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is to be provided by either party pursuant to GC 11.1 – INSURANCE, the general liability insurance limit for one occurrence as referred to in CCDC 41 – CCDC INSURANCE REQUIREMENTS in effect at the time of proposal or bid closing.
 - .2 In respect to losses suffered by the *Owner* and the *Design-Builder* for which insurance is not required to be provided by either party in accordance with GC 11.1 – INSURANCE, the greater of the *Contract Price* as recorded in Article A-4 of the Agreement – CONTRACT PRICE or \$2,000,000, but in no event shall the sum be greater than \$20,000,000.
 - .3 In respect to claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of claims advanced by third parties, the limits of indemnity set forth in paragraphs 12.2.2.1 and 12.2.2.2 shall apply.
- 12.2.3 The obligation of either party to indemnify the other as set forth in paragraphs 12.2.1 and 12.2.2 shall be inclusive of interest and all legal costs.
- 12.2.4 The *Owner* and the *Design-Builder* shall indemnify and hold harmless the other from and against all claims arising out of their obligations described in GC 9.2 – TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS.
- 12.2.5 The *Owner* shall indemnify and hold harmless the *Design-Builder* from and against all claims:
- .1 as described in paragraph 10.3.2 of GC 10.3 – PATENT FEES, and
 - .2 arising out of the *Design-Builder's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of the Work*.
- 12.2.6 In respect to any claim for indemnity or to be held harmless by the *Owner* or the *Design-Builder*:
- .1 *Notice in Writing* of such claim shall be given within a reasonable time after the facts upon which such claim is based became known; and
 - .2 should any party be required as a result of its obligation to indemnify another to pay or satisfy a final order, judgment or award made against the party entitled by this *Contract* to be indemnified, then the indemnifying party upon assuming all liability for any costs that might result shall have the right to appeal in the name of the party against whom such final order or judgment has been made until such rights of appeal have been exhausted.

GC 12.3 LIMITATION OF LIABILITY FOR DESIGN SERVICES

- 12.3.1 Notwithstanding any other provisions of this *Contract*, the *Design-Builder's* liability for claims which the *Owner* may have against the *Design-Builder*, including the *Design-Builder's* officers, directors, employees and representatives, that arise out of, or are related to, the *Design Services*, shall be limited:
- .1 to claims arising from errors, omissions, or negligent performance of the *Design Services* by the *Consultant* or *Other Consultant* and
 - .2 where claims are covered by insurance the *Design-Builder* is obligated to carry pursuant to GC 11.1 – INSURANCE, to the amount of such insurance.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

GC 12.4 WAIVER OF CLAIMS

- 12.4.1 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Design-Builder* waives and releases the *Owner* from all claims which the *Design-Builder* has or reasonably ought to have knowledge of that could be advanced by the *Design-Builder* against the *Owner* arising from the *Design-Builder's* involvement in the *Design Services* or *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Design-Builder* by third parties for which a right of indemnification may be asserted by the *Design-Builder* against the *Owner* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Design-Builder* pursuant to the provisions of paragraphs 12.2.4 or 12.2.5 of GC 12.2 – INDEMNIFICATION; and
 - .4 claims resulting from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.2 The *Design-Builder* waives and releases the *Owner* from all claims referenced in paragraph 12.4.1.4 except for those referred in paragraphs 12.4.1.2 and 12.4.1.3 and claims for which *Notice in Writing* of claim has been received by the *Owner* from the *Design-Builder* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.3 Subject to any lien legislation applicable at the *Place of the Work*, as of the fifth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the *Owner* waives and releases the *Design-Builder* from all claims which the *Owner* has or reasonably ought to have knowledge of that could be advanced by the *Owner* against the *Design-Builder* arising from the *Owner's* involvement in the *Design Services* or *Work*, including, without limitation, those arising from negligence or breach of contract in respect to which the cause of action is based upon acts or omissions which occurred prior to or on the date of *Substantial Performance of the Work*, except as follows:
- .1 claims arising prior to or on the date of *Substantial Performance of the Work* for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* no later than the sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*;
 - .2 indemnification for claims advanced against the *Owner* by third parties for which a right of indemnification may be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of this *Contract*;
 - .3 claims for which a right of indemnity could be asserted by the *Owner* against the *Design-Builder* pursuant to the provisions of paragraph 12.2.4 of GC 12.2 – INDEMNIFICATION;
 - .4 damages arising from the *Design-Builder's* actions which result in substantial defects or deficiencies in the *Work*. “Substantial defects or deficiencies” mean those defects or deficiencies in the *Work* which affect the *Work* to such an extent or in such a manner that a significant part or the whole of the *Work* is unfit for the purpose intended by the *Contract Documents*;
 - .5 claims arising pursuant to GC 12.5 – WARRANTY; and
 - .6 claims arising from acts or omissions which occur after the date of *Substantial Performance of the Work*.
- 12.4.4 The *Owner* waives and releases the *Design-Builder* from all claims referred to in paragraph 12.4.3.4 except claims for which *Notice in Writing* of claim has been received by the *Design-Builder* from the *Owner* within a period of six years from the date of *Substantial Performance of the Work* should any limitation statute of the Province or Territory of the *Place of the Work* permit such agreement. If the applicable limitation statute does not permit such agreement, within such shorter period as may be prescribed by:
- .1 any limitation statute of the Province or Territory of the *Place of the Work*; or
 - .2 if the *Place of the Work* is the Province of Quebec, then Article 2118 of the Civil Code of Quebec.
- 12.4.5 The *Owner* waives and releases the *Design-Builder* from all claims referenced in paragraph 12.4.3.6 except for those referred in paragraph 12.4.3.2, 12.4.3.3 and those arising under GC 12.5 – WARRANTY and claims for which *Notice in Writing* has been received by the *Design-Builder* from the *Owner* within 395 calendar days following the date of *Substantial Performance of the Work*.
- 12.4.6 “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS to preserve a claim or right of action which would otherwise, by the provisions of GC 12.4 – WAIVER OF CLAIMS, be deemed to be waived, must include the following:
- .1 a clear and unequivocal statement of the intention to claim;

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

- .2 a statement as to the nature of the claim and the grounds upon which the claim is based; and
 - .3 a statement of the estimated quantum of the claim.
- 12.4.7 The party giving “*Notice in Writing* of claim” as provided for in GC 12.4 – WAIVER OF CLAIMS shall submit within a reasonable time a detailed account of the amount claimed.
- 12.4.8 Where the event or series of events giving rise to a claim made under paragraphs 12.4.1 or 12.4.3 has a continuing effect, the detailed account submitted under paragraph 12.4.7 shall be considered to be an interim account and the party making the claim shall submit further interim accounts, at reasonable intervals, giving the accumulated amount of the claim and any further grounds upon which it is based. The party making the claim shall submit a final account after the end of the effects resulting from the event or series of events.
- 12.4.9 If a *Notice in Writing* of claim pursuant to paragraph 12.4.1.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.3.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.
- 12.4.10 If a *Notice in Writing* of claim pursuant to paragraph 12.4.3.1 is received on the seventh or sixth calendar day before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*, the period within which *Notice in Writing* of claim is received pursuant to paragraph 12.4.1.1 shall be extended to two calendar days before the expiry of the lien period provided by the lien legislation applicable at the *Place of the Work*.

GC 12.5 WARRANTY

- 12.5.1 Except for extended warranties as described in paragraph 12.5.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*.
- 12.5.2 The *Design-Builder* warrants that the *Work* is in accordance with the *Contract Documents*.
- 12.5.3 The *Owner* shall promptly give the *Design-Builder* *Notice in Writing* of observed defects and deficiencies which occur during the one year warranty period.
- 12.5.4 The *Design-Builder* shall promptly correct, at the *Design-Builder's* expense, any work which is not in accordance with the *Contract Documents* or defects or deficiencies in the *Work* which appear at any time until the end of the warranty periods specified in the *Contract Documents*.
- 12.5.5 The *Design-Builder* shall correct or pay for damage resulting from corrections made under the requirements of paragraph 12.5.4.
- 12.5.6 Any extended warranties required beyond the one year warranty period as described in paragraph 12.5.1, shall be as specified in the *Contract Documents*. Extended warranties shall be issued by the warrantor for the benefit of the *Owner*. The *Design-Builder's* responsibility with respect to extended warranties shall be limited to obtaining any such extended warranties from the warrantor. The obligations under such extended warranties are solely the responsibilities of the warrantor.
- 12.5.7 The *Design-Builder* does not warrant against the effects of corrosion, erosion or wear and tear of any *Product* or failure of any *Product* due to faulty operations or maintenance by the *Owner* or conditions of operation more severe than those specified for the *Product*.
- 12.5.8 The warranties specified in GC 12.5 – WARRANTY or elsewhere in the *Contract Documents* are the only warranties of the *Design-Builder* applicable to the *Work* and no other warranties, statutory or otherwise, are implied.

Note: This contract is protected by copyright. Use of a CCDC 14 document not containing a CCDC 14 copyright seal constitutes an infringement of copyright. Only sign this contract if the document cover page bears a CCDC 14 copyright seal to demonstrate that it is intended by the parties to be an accurate and unamended version of CCDC 14 – 2013 except to the extent that any alterations, additions or modifications are set forth in supplementary conditions.

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

**BY-LAW NO. 56-2024
BEING A BY-LAW TO AUTHORIZE ENTERING INTO A JOINT FIRE SERVICE
AGREEMENT BETWEEN THE MUNICIPALITY OF ARRAN-ELDERSLIE AND
THE TOWNSHIP OF CHATSWORTH**

Whereas the *Municipal Act, 2001, c. 25*, as amended, Section 20(1) provides that a Council of a Municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the *Municipal Act*, or a combination of both to jointly provide, for their joint benefit, any matter of which all of them have the power to provide within their own boundaries.

And Whereas the Fire Protection and Prevention Act, 1997 S.O. 1997, c.4, as amended (the "FPPA") Section 5(4) permits two or more municipalities to establish one or more fire departments for the purpose of providing Fire Protection Services in those municipalities.

AND WHEREAS the Council for the Municipality of Arran-Elderslie deems it expedient to enter into a joint Fire Service Agreement with the Township of Chatsworth as outlined in Schedule "A" of this agreement.

NOW THEREFORE the Council of the Corporation of the Municipality of Arran-Elderslie Enacts as Follows:

1. That the Municipality of Arran-Elderslie Council hereby enters into a joint Fire Service Agreement agreement with the Township of Chatsworth which is attached as Schedule "A" and forms part of this By-law.
2. That the Mayor and Clerk are hereby authorized to sign the joint Fire Service Agreement and to affix the corporate seal of the Municipality of Aran-Elderslie.
3. That a copy of the said joint Fire Service Agreement is attached hereto and designated as Schedule A to this By-Law.
4. That this By-Law shall come into effect upon final passage.

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

READ a THIRD time and finally passed 12th day of November, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

Schedule "A"
to By-law No. 56-2024

**JOINT FIRE
SERVICES
AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2024.

BETWEEN:

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**")

(each a "**Party**" and, collectively, the "**Parties**")

WHEREAS section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries, and that the municipality may provide the matter in accordance with the agreement anywhere that any of the municipalities or local bodies have the power to provide the matter;

AND WHEREAS subsection 2(5) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as amended (the "**FPPA**"), provides that a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to: (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and (b) 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 subsection 2(6) of the *FPPA* provides that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS subsection 5(4) of the *FPPA* provides that the councils of two or more municipalities may establish one or more fire departments for the municipalities;

AND WHEREAS the Chesley Fire Hall lands were purchased on July 12, 1995 and are owned by Arran-Elderslie and Chatsworth pursuant to a 69.8 and 30.2 percentage share, respectively;

AND WHEREAS monies donated to the Parties were combined and used to fund the costs for building the Chesley Fire Hall, which is owned by Arran-Elderslie and Chatsworth pursuant to a 69.8 and 30.2 percentage share;

AND WHEREAS Arran-Elderslie performs and operates Fire Protection Services (as defined herein) and manages tangible capital assets (as particularized in Schedule "A" to this Agreement) suitable to meet municipal Fire Protection Services responsibilities required by the *FPPA*, by way of a fire department located within the Municipality of Arran-Elderslie;

AND WHEREAS the Fire Protection Areas covered by this Agreement are demarcated in Schedule "B" and described in Schedule "C" to this Agreement (together, the "**Fire Protection Areas**");

AND WHEREAS the Parties have duly enacted and passed their respective by-laws to: authorize entering into an agreement between the Parties; provide for the joint management of a fire department; define the role, responsibilities and procedures of and establish a joint board of management to be known as the "Chesley & Area Fire Department Joint Board of Management" (the "**Board**"), which will oversee the performance and operation of the Fire Protection Services; and to establish and regulate a fire department to be known as the "Arran-Elderslie Fire & Emergency Services Chesley Station 90", which will provide the Fire Protection Services in the Fire Protection Areas;

NOW THEREFORE this Agreement witnesses that in consideration of the premises, other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful

money of Canada, now paid by each of the Parties hereto to the other (the receipt whereof is hereby acknowledged), the Parties agree as follows:

1. Definitions

In this Agreement:

- (a) "Arran-Elderslie Fire & Emergency Services Chesley Station 90" means the firefighting unit owned jointly by Arran-Elderslie and Chatsworth, under the general control, supervision and direction of the Board, which provides Fire Protection Services at all times in the Fire Protection Areas defined in Schedule "B" to this Agreement; and "Department" has a corresponding meaning;
- (b) "Chesley Station 90 District Chief" means the Chesley Station 90 District Chief appointed by By-law of the Municipality of Arran-Elderslie, who is second in command of the Department's personnel,. "District Chief" has a corresponding meaning;
- (c) "Designated Municipality" means the Party appointed to provide administrative services for the Board, subject to acceptance by the Party
- (d) "Effective Date" means the date on which the last of the Parties to this Agreement signs it;
- (e) "Fire Chief" means the Fire Chief duly appointed by By-Law of the Municipality of Arran-Elderslie and as defined in the FPPA, who is the head of the Department's personnel, "Chief" has a corresponding meaning;
- (f) "Fire Hydrant" means the apparatus supplied by the 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;
- (g) "Fire Protection Areas" means the geographic areas comprising those routes and boundaries as demarcated on the map attached as Schedule "B" to this Agreement and described in the table attached as Schedule "C" to this Agreement;
- (h) "Fire Protection Services" has the meaning ascribed to it in subsection 1(1) of the *FPPA*;
- (i) "Municipality" means the municipal boundaries of Arran-Elderslie or The Corporation of the Municipality of Arran-Elderslie, as the context dictates;

- (j) “Sufficient Resources” means best efforts to provide available staffing and firefighting equipment to respond in a manner that satisfies the most current best practice, given the particular nature of the fire emergency;
- (k) “Township” means the municipal boundaries of Chatsworth or The Corporation of the Township of Chatsworth, as the context dictates; and
- (l) “Water Tank Truck” means the vehicle owned and used by Arran-Elderslie and Chatsworth in the performance of Fire Protection Services; and “Tanker” has a corresponding meaning.

The Schedules attached to and forming part of this Agreement are:

Schedule “A”: Tangible Capital Assets

Schedule “B”: Fire Routes – Boundary

Schedule “C”: Boundary Descriptions

Schedule “D”: Financial Split

2. **Fire Protection Services**

- (a) Except as may hereinafter be limited or excluded, Arran-Elderslie will use its best efforts to provide Fire Protection Services to Chatsworth, utilizing Sufficient Resources, in the Fire Protection Areas.
- (b) The Parties agree and understand that available firefighters and firefighting equipment will constitute Sufficient Resources for the purposes of performing the Fire Protection Services in the Fire Protection Areas.

3. **Responsibilities of the Board**

- (a) The Board shall be composed of:
 - (i) two (2) Members of Arran-Elderslie Council;
 - (ii) two (2) Members of Chatsworth Council; and
 - (iii) if a member is absent from a meeting of the Board, an alternate may be appointed as an acting member for all purposes of that meeting.
- (b) The Board shall be responsible for the following:
 - (i) electing, annually, a Chair from among its members, who shall have the authority to, among other things, call and preside at

- meetings;
- (iv) the provision by the Department of the Fire Protection Services in the Fire Protection Areas;
- (vi) authorizing the Chief to purchase all equipment and supplies necessary for the purpose of keeping fire services equipment and apparatus in proper operating condition.

4. **Responsibilities of Arran-Elderslie**

- (a) Arran-Elderslie being the designated municipality, will provide a Recording Secretary for the Board, who will be responsible for:
 - (i) providing meeting management services including the preparation of agenda and minutes
 - (ii) preparing 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;
 - (iii) formulating policies, rules and regulations for and relating to the administration of the Department and the Board, as required;
 - (iv) arranging for the holding of meetings each year as deemed to be necessary by the Chair, or at the request of the Chief, or upon the request of a majority of the members of the Board;
 - (v) ensuring that all business of the Board is conducted by written motion
 - (vi) keep the originals or copies of all by-laws and of all minutes of the proceedings of the Board.
- (b) Arran-Elderslie being the designated municipality will provide Financial Services including
 - (i) preparing 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 31st in each year;
- (c) Arran-Elderslie shall pay its costs for dispatching services performed by the Owen Sound Police Service Board.

5. **Responsibilities of Chatsworth**

Chatsworth will be responsible for:

- (a) paying to Arran-Elderslie a portion of the revenue it generates from the amounts it invoices property owners for the provision of Fire Protection Services; and

- (b) the cost of dispatching services performed by the Owen Sound Police Service Board for all properties within the territorial limits of Chatsworth

6. Expenditures

- (a) The annual total budgeted cost of the Department shall include all debt servicing charges, contingencies, grants, honoraria and all other routine costs associated with the operation of the Department.
- (b) The Parties 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 Corporation ("MPAC") for taxation, as contained in the Fire Services Areas, which assessment each of the Parties shall review annually, at a minimum. Party's percentage is further described in Schedule "D".
- (c) All maintenance and capital costs associated with the Tanker shall be the responsibility of both Arran-Elderslie and Chatsworth based on their percentage share of combined current value assessment of the Fire Protection Areas.
- (d) Arran-Elderslie will be responsible for Fire Hydrant rentals as determined from time to time by the Arran-Elderslie Water Department.
- (e) Notwithstanding subsections 6(c) and (d), the Chief is authorized to use the Tanker, or the Fire Hydrants, as deemed necessary during a fire emergency.
- (f) The Parties agree that all assets are jointly owned by the Parties proportionately and as determined and set out in Schedule "A" to this Agreement.

7. Financing

- (a) The Parties agree to finance the operations of the Department by way of Arran-Elderslie billing Chatsworth as follows:
 - (i) by March 31st in each year, twenty-five (25%) percent of the current year's budget;
 - (ii) by June 31st in each year, twenty-five (25%) percent of the current year's budget;
 - (iii) by September 30th in each year, twenty-five (25%) percent of the current year's budget
 - (iv) by December 31st in each year, fifteen (15%) percent of the current

- year's budget; and
- (v) any remaining balance shall be reconciled with year-end, or annually, at Arran- Elderslie's discretion.
- (b) The Parties agree that Chatsworth's failure to pay any bill as set out in subsection 7(a) shall result in finance charges, based on local bank rates, being levied in respect of any and all outstanding amounts, which shall be added to Chatsworth's billing for the relevant quarter.
- (c) The Parties agree that Arran-Elderslie shall reconcile operating and capital costs quarterly and, in the event a balance remains payable over and above the budgeted amount previously forwarded, it shall be payable within thirty (30) days of the date of the invoice. In the event the balance remaining is a credit, it shall be applied to the next quarterly billing.
- (d) With respect to subsection 7(c), the Parties agree that the late payment charges policy in effect in Arran-Elderslie shall apply to payments received after thirty (30) days and shall be added to the next quarterly billing.
- (e) The Parties agree to forward to Arran-Elderslie by January 31st in any year their total current value assessment, as provided by MPAC for taxation, in order to allow Arran-Elderslie to calculate the Parties' shares as required by subsection 6(b).

8. Indemnification

Arran-Elderslie shall not be liable to Chatsworth 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 Protection Services by Arran-Elderslie arising directly or indirectly from this Agreement, save and except where any damage or injury is due solely to the gross negligence of Arran-Elderslie or that of its officers, employees or agents. The provisions of the *FPPA* respecting protection from personal liability, non-relief from liability and indemnification shall apply, notwithstanding any provisions of this Agreement, and the Parties expressly agree that the said provisions of the *FPPA* shall prevail, supersede and take precedence over any provisions of this Agreement to the contrary.

9. Liability and Mutual Indemnity

- (a) The Parties agree that, notwithstanding anything herein contained, no liability shall attach or accrue to Arran-Elderslie for failing to supply Chatsworth on any occasion(s) any of the Fire Protection Services provided for in this Agreement.

- (b) Except as otherwise provided herein, each Party shall indemnify, save and hold harmless the other Party and the Councillors, directors, officers, employees and agents of the other Party from all liability, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable legal fees and expenses, directly or indirectly incurred by the other Party as the result of any third-party claims that arise out of or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement.
- (c) Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal injury or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for Fire Protection Services.
- (d) This section 9 shall survive the expiration or earlier termination of this Agreement.

10. **Protection of Personnel from Personal Liability and Indemnification**

- (a) The Parties acknowledge that:
 - (i) in accordance with subsection 74(1) of the *FPPA*, no action or other proceeding for damages shall be instituted against a firefighter, a fire co-ordinator or a community fire safety officer, or a person acting under their authority, for any act done in good faith in the execution or intended execution of their power or duty or for any alleged neglect or default in the execution in good faith of their power or duty;
 - (ii) subsection 74(1) of the *FPPA* does not relieve a municipal corporation of liability in respect of a tort committed by a person referred to in clause 10(a)(i) to which they would otherwise be subject;
 - (iii) a firefighter, a fire co-ordinator, a community fire safety officer or a person acting under their authority shall be indemnified by the applicable Party for reasonable legal costs incurred:
 - (A) in the defence of a civil action, if the person is not found to be liable;
 - (B) in the defence of a criminal prosecution, if the person is found not guilty;
 - (C) in respect of any other proceeding in which the person's execution of their duties is an issue, if the person acted in good faith;

- (iv) a collective agreement made under Part IX of the *FPPA* or a decision under section 53 may provide for indemnification of the legal costs of firefighters, except the legal costs of a firefighter who is found guilty of a criminal offence, and, if such an agreement exists, the applicable municipal corporation shall indemnify the firefighters in accordance with the agreement and clause 10(a)(iii) does not apply; and
- (v) they shall advise the persons referred to herein about the provisions contained in this section 10.

11. **Term and Termination**

- (a) The initial term of this Agreement will commence as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”). The Initial Term will automatically renew for successive one (1) year periods (each such period called a “**Renewal Term**”) unless either Party notifies the other in writing, not less than sixty (60) days prior to the expiration of the then-current term, of its intention not to renew this Agreement. The Initial Term, together with the Renewal Term, is referred to as the “Term” of this Agreement.
- (b) Both the Initial Term and any Renewal Term are subject to earlier termination as otherwise provided for by this Agreement. Either Party may choose to terminate this Agreement without cause for any reason, subject to the Party wishing to terminate this Agreement providing the other Party with written notice not less than twelve (12) months prior to the desired termination date, and the Parties reconciling any outstanding fees and other payments as of the said termination date.
- (c) Without limiting the generality of subsection 11(b), either of the Parties may cease its participation on the Board provided that:
 - (i) one (1) year’s written notice is given to the other Party, which notice shall effectively terminate this Agreement as of the thirty-first (31st) day of December in the year following that in which notice is given; and
 - (ii) the Party giving notice shall be granted seventy-five (75%) per cent of its share of the depreciated value of the jointly owned assets at the time of termination. It is understood that the share of the Party giving notice is to be calculated according to the formula as set out in subsection 6(b) of this Agreement.
- (d) Notwithstanding the foregoing and in the event either Party wishes to renegotiate a successor agreement, the Party wishing to do so shall notify the other Party no less than 120 calendar days prior to the expiration of the

Initial Term or any Renewal Term. If either Party wishes to negotiate a successor agreement and properly notifies the other Party, both parties must participate in good-faith negotiations, using their best efforts aimed at a comprehensive renewal of this Agreement. Negotiations must commence at least 90 days prior to the expiration of the then-current Term.

12. **Dispute Resolution**

- (a) Differences between the Parties as to the interpretation, application or administration of this Agreement or any failure to agree where agreement between the Parties is called for pursuant to this Agreement (a “**Dispute**”), which are not mutually resolved by the Parties to this Agreement, shall be resolved in accordance with this section 12.
- (b) The Parties shall make good faith efforts to resolve the Dispute in a prompt and expeditious manner and, in any event, within five (5) Business Days after delivery of a written request from one Party to the other to resolve the Dispute.
- (c) If the Dispute is not settled in accordance with subsection 12(b) above, either Party shall be entitled to provide notice to the other that it wishes the Dispute to be settled by arbitration, in which case the Dispute shall be arbitrated in the Municipality of Arran-Elderslie, pursuant to the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, before one (1) arbitrator who shall be a lawyer in good standing with the Law Society of Ontario with substantial and verifiable experience in the law relating to the provision of Fire Protection Services, such arbitrator to be mutually agreed upon by the Parties.
- (d) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator and shall be completed and a binding award rendered in writing within thirty (30) days after commencement of the hearing unless exceptional circumstances warrant delay. The decision of the arbitrator may be entered in any court of competent jurisdiction and execution entered thereupon forthwith.
- (e) Each Party shall bear the cost of preparing its own case. The arbitrator shall have the right to include in the award the prevailing Party's costs of arbitration and reasonable fees of lawyers, accountants, engineers and other professionals in connection with the arbitration.

13. Miscellaneous

- (a) Notices: Except as otherwise specified herein, any notice hereunder shall be given in writing, by delivery in person, or by registered mail (return receipt requested) or by electronic transmission, properly addressed to the Party to whom such notice is given, with postage or charges, if any, prepaid. A notice shall be deemed to have been given only when received by the Party to whom such notice is directed.
- (b) Notices shall be given at the following addresses, unless and until a Party gives written notice to the other Party of a new address:

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

Attention: Clerk

E-mail: cfraser@arran-elderslie.ca

T.: 519.363.3039, ext. 101

F.: 519.270.4922

Chatsworth: 316837 Highway 6, RR 1
Chatsworth, ON N0H 1G0

Attention: Clerk

E-mail: psinnamon@chatsworth.ca

T.: 519.794.3232, ext. 124

F.: 519.794.4499

- (c) Further Assurances: In connection with this Agreement and all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and

perform all of the terms, provisions and conditions of this Agreement and all such transactions.

- (d) No Partnership or Agency: The Parties hereby expressly disclaim any intention to create a partnership, a joint venture or to constitute either of them the agent of the other. Nothing in this Agreement shall bind the Parties, or either of them, as partners, joint venturers or agents nor, except as may be expressly provided in this Agreement, constitute either of them the agent of the other Party. The relationship that subsists between the Parties is that which arises under this Agreement. Arran-Elderslie is not responsible in any way for the acts or omissions of Chatsworth, its Councillors, employees, agents, contractors or representatives.
- (e) Agreement Does Not Fetter Council Discretion: The Parties acknowledge that all of their obligations under this Agreement will be subject to the approval of their respective Councils and, without limiting the generality of the foregoing, nothing herein shall fetter the discretion of the said Councils regarding any position or action that it may otherwise take nor limit or restrict in any manner the normal exercise of discretion by the said Councils, including in respect of its decision of whether to approve the execution of this Agreement.
- (f) Amendment: This Agreement and all of its provisions shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part other than as herein specifically authorized and except by written amendment of the Parties to this Agreement.
- (g) Waiver: It is expressly understood and agreed that the remedies of the Arran-Elderslie under this Agreement are cumulative and the exercise by Arran-Elderslie of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies to which Arran-Elderslie may be lawfully entitled for the same default or breach. Any waiver by Arran-Elderslie of the strict observance, performance or compliance by Chatsworth or with any term, covenant, condition or agreement herein contained or any indulgence granted by Arran-Elderslie to Chatsworth shall not be deemed to be a waiver of any subsequent default or breach by Chatsworth, nor entitle Chatsworth to any similar indulgence heretofore granted.

- (h) No assignment without Consent: Neither Party shall be permitted to assign this Agreement without the prior written consent of the other Party, which consent may be unreasonably withheld.
- (i) Interpretation - Number and gender: It is agreed between the Parties that words importing the singular number only shall include the plural and *vice versa*, and words importing the masculine gender shall include the female gender and *vice versa*, and words importing persons shall include firms and corporations and *vice versa*, in order that this Agreement and any part of it shall be construed to have its proper and reasonable meaning.
- (j) Interpretation – Headings: All headings and sub-headings within this Agreement are

incorporated for ease of reference purposes only and do not form an integral part of this Agreement.
- (k) Recitals: The Parties acknowledge and agree that the recitals herein are true and accurate and, together with Schedules "A", "B", "C", and "D" attached hereto, shall form part of this Agreement.
- (l) Invalidity and Severability: If any term of this Agreement shall be found to be *ultra vires* of either of the Parties, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.
- (m) Governing Laws: This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- (n) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied, between the Parties with respect to the subject matter of this Agreement.
- (o) Enurement: This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns, subject only to any limitations explicitly set out in this Agreement.
- (p) Execution in Counterparts: This Agreement may be signed electronically and in counterparts, each of which counterpart shall be deemed an original and all of which together shall constitute one and the same instrument, and, upon the signing hereof by both Parties, this Agreement shall constitute a binding agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal.

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

Per:

Steve Hammell, Mayor

Christine Fraser-McDonald, Clerk

I/we have authority to bind the Corporation.

**THE CORPORATION OF THE TOWNSHIP
OF CHATSWORTH**

Per:

Scott Mackey, Mayor

Patty Sinnamon, CAO and Clerk

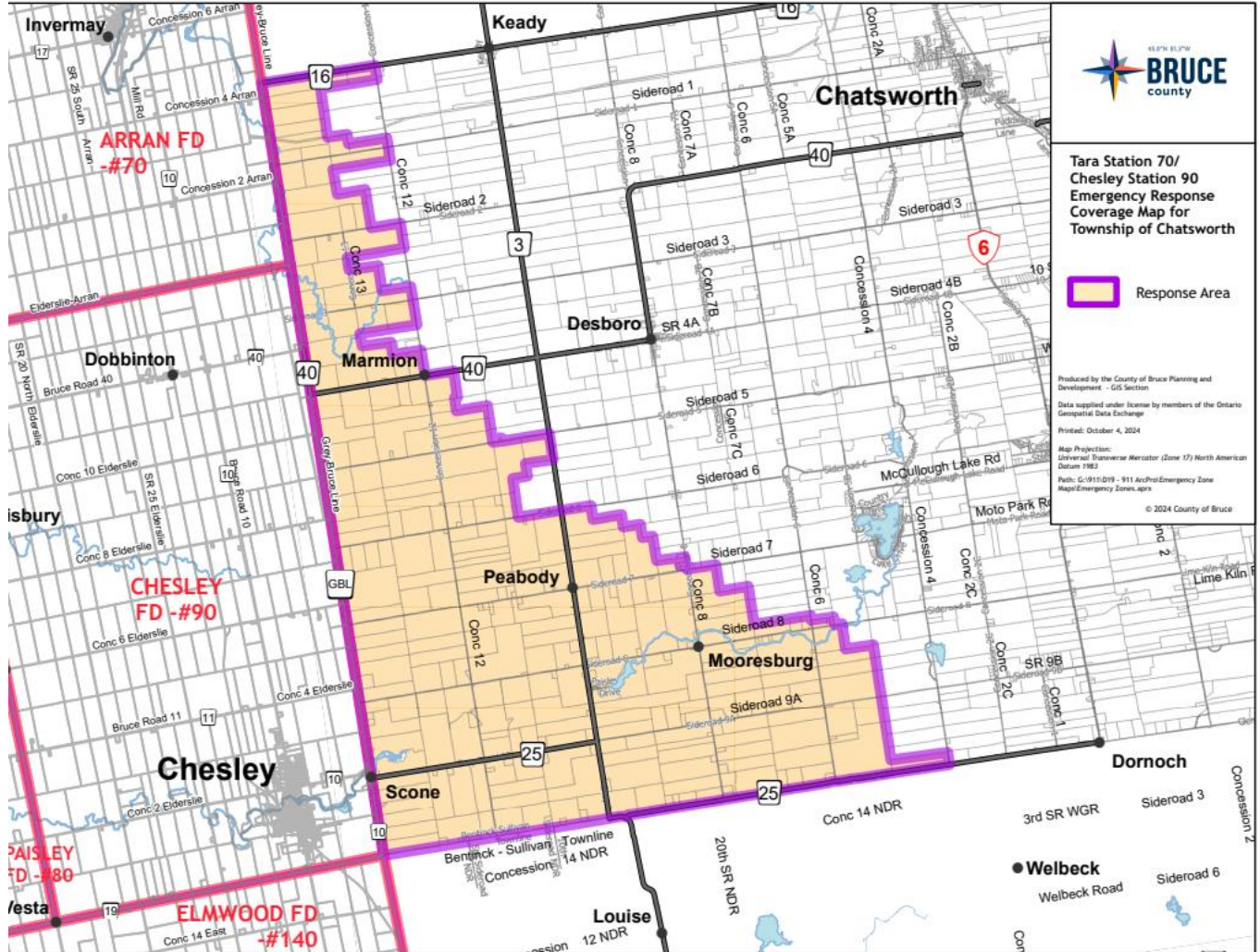
I/we have authority to bind the Corporation.

Schedule "A"

Tangible Capital Assets

Chesley Fire Tangible Capital Assets (TCA)				
Asset ID	Name	Description	In-Service Date	Historical Cost
26	C Fire - #91 Ches. Pumper 91	C Fire - #91 12/2004-2005 Freightliner Pumper	2005-02-01	\$270,002
27	C Fire - #94 Ches. Tanker 94	C Fire - #94 2008 Freightliner Tanker	2008-06-01	\$193,532
28	C Fire - #96 Ches. Rescue 96	C Fire - #96 2000 Chevrolet Rescue Unit	2000-01-01	\$128,994
32	C Fire - #92 Ches. Pumper 92	C Fire - #92 2001 FL80 Dependable Pumper - Freighliner	2001-02-01	\$263,790
2522	100mm Hose 100ft. Lengths		2005-04-01	\$7,583
2525	Honda 6500 Generator		2008-02-01	\$8,000
2526	Portable Radio		2001-06-14	\$6,322
2533	Ultralite MMR SCBA		2004-08-01	\$22,400
2537	2005 Freightliner Pumper Add on equipment		2005-04-01	\$14,672
2542	Thermal Imaging Camera		2006-12-01	\$8,200
2552	Chesley - Protective gear (pooled)		2009-04-01	\$18,305
2556	Hose		2010-01-01	\$1,166
2557	Protective Tools		2010-01-01	\$3,456
2558	Protective gear - coats		2010-01-01	\$5,296
2559	Ladder		2010-01-01	\$1,598
2560	Fire Pro Computer		2010-01-01	\$3,126
2658	CHESLEY FIRE STATION	Roll #390-001-09210	1995-07-01	\$80,000
2747	Chesley Fire Hall		1990-02-01	\$208,574
2788	2552 - 10 - Firehawk 4500 Self Contained Breathing Apparatus-Chesley		2012-09-01	\$51,938
2789	2552 - 12 - 4500 psi Air Cylinders - Chesley		2012-09-01	\$10,891
2790	2552 - 1 - Faceplate Assembly - Chesley		2012-09-01	\$424
2893	Heavy Hydraulics-Jaws of Life	Chesley Fire - Heavy Hydraulics	2013-12-23	\$20,980
2956	Holmatro Cutter - Holders	High Slant Holders for Holmatro 4050 NCT	2014-03-01	\$853
2957	Holmatro Cutter Core & Hose	CU 4007 Cutter Core & 50 Ft of Core Hose	2014-02-01	\$4,872
2961	Paint Walls, Ceilings, Doors & Frames	Paint Walls, Ceilings, Doors & Frames	2014-08-01	\$1,990
2963	Vinyl Flooring	Vinyl Flooring	2014-08-13	\$9,214
2966	Rescue Tools, Rope Bag, Body Harness, Lifelines	Rescue Tools, Rope Bag, Body Harness, Lifelines	2014-06-30	\$2,575
2972	Water Rescue Equipment	Flotation Devices and PFD's	2014-07-18	\$3,511
2973	Alarm System	Alarm System from First Line Security	2014-08-06	\$1,883
2996	Starfield Flamefighter Bunker Suits	Starfield Flamefighter Bunker Suits	2014-10-10	\$6,299
3038	664 Invader Helmet	Helmet, 664 Invader, Yellow Standard	2014-05-19	\$201
3058	Akron Mercury Monitor, 2.5" CSA	Akron Mercury Monitor, 2.5" CSA	2015-01-12	\$2,679
3060	Piercing Nozzle System - 1.5" Threads	Piercing Nozzle System for Jaws of Life	2015-04-07	\$1,038
3062	IPAD Air 16GB, Case & Mounting Cradle	IPAD Air 16GB, Case & Mounting Cradle	2015-08-12	\$923
3072	IPAD Air 16GB & Universal Mounting Cradle	IPAD Air 16GB SN #352058060756485	2015-10-06	\$963
3073	IPAD Air 16GB & Universal Mounting Cradle	IPAD Air 16GB SN #352058060750843	2015-10-06	\$963
3092	9 - Commercialite Folding Tables	30" x 96" Grey Top, Black Legs	2015-10-28	\$1,912
3094	40 - Uniflex 17 1/2" Stacking Chairs	Uniflex Stacking Chair 17-1/2" Grey, Chrome	2015-11-12	\$1,554
3605	Mobile Double-Sided Bunker Gear Rack	2 Mobile Bunker Gear Racks & 1 Stationary Rack	2016-08-01	\$9,209
3618	Fire Dex Assault Gear	Fire Dex Assault Gear	2016-01-18	\$1,755
3651	Continental Logi Pro Gravity Drain Washer	Continental Gravity Drain Washer	2016-06-30	\$3,857
3652	Ram'd Air Gear Dryer	Ram'd Air Gear Dryer	2016-06-30	\$7,947
3699	Bullex Fire Extinguisher Training Simulator	Fire Extinguisher Training Simulator	2017-06-22	\$17,503
3700	Vulcan Thermal Camera Kit #44450	LED Thermal Camera (FLIR)	2017-09-01	\$7,586
3788	Lift Bags	1 - Lift Bag 15" x 15" & 2 - 20" x 20"	2018-08-14	\$7,090
3789	20 Vantage & 16 LED Lights	20 Vantage & 16 LED Lights	2018-04-10	\$5,896
3883	Bruce Power Donation of 10 SCBA Bottles (from 2018)	Bruce Power 10 SCBA Bottles	2019-01-01	\$21,000
3884	Bunker Gear, Custome Energy (Minor Capital)	A.J. Stone Company 151308-TR63849	2020-03-01	\$13,677
3894	Generator, 22KW Generac (Res.25-473-2019)	STINSON ELECTRIC LTD., 29889	2020-12-24	\$11,702
5941	Bunker Gear	Bunker Gear	2021-01-21	\$12,293
5942	Crash Kelly	Crash Kelly Training Apparatus	2021-06-01	\$3,144
8954	Helmets - Chesley	Helmets - Chesley	2022-12-31	\$935
9032	SCBA		2023-05-01	\$148,495
9033	Forceable entry prop and cut tree		2023-10-01	\$9,642
9036	Kenwood Fire Apparatus Radios		2023-09-01	\$4,926
			Total Historical Cost	\$1,657,338

Schedule "B" Fire Routes – Boundary



Schedule "C"

Boundary Descriptions

Fire Protection Agreement Coverage Area

Chesley Coverage Area

West to East Grey Road 40 (Sullivan) east from 741100 to 741276
 Sideroad 5 (Sullivan) east from 701000 to 701552
 Sideroad 6 (Sullivan) east from 681000 to 681550
 Sideroad 7 (Sullivan) east from 621000 to 621998
 Sideroad 8 (Sullivan) east from 601000 to 602353
 Grey Rd 25 & Sideroad 9A (Sullivan) from 581000 to 282276
 Sullivan/Bentick TL & Grey Rd 25 from 561000 to 562497 *
 * North side of road

North to South

Grey Bruce Line from 016374 to 015001
 Concession 12 (Sullivan) from 055976 to 056186
 Grey Road 3 (Sullivan) from 115749 to 115000
 Concession 8 (Sullivan) from 135561 to 135000
 Concession 6 (Sullivan) from 175372 to 175000

Tara Coverage Area

North to South
 Grey/Bruce Line from 016998 to 016375
 Concession 13 from 036556 to 036372
 West to East Grey Road 16 from 021000 to 021274 *
 Sideroad 1 (Sullivan) from 821000 to 821277
 Sideroad 2 (Sullivan) from 801000 to 801277
 Sideroad 3 (Sullivan) east from 781000 to 781276
 * South side of road

Schedule “D”

Financial Split

As per Report SRFIN.24.13, September 24, 2024 and Resolution 13-0-2024

Operating and capital expenses of the Chesley Fire Department are split 70% (Arran-Elderslie) and 30% (Chatsworth).

Assessment will be reviewed on a yearly basis by the Chesley and Area Fire Board

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

BY-LAW NO. 57-2024

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL
MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD NOVEMBER 12, 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 November 12, 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 November 12, 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 12th day of November, 2024.

READ a THIRD time and finally passed this 12th day of November, 2024.

Steve Hammell, Mayor

Christine Fraser-McDonald,
Clerk