



AGENDA

Municipal Administration Office
1925 Bruce County Road 10, Chesley, Ontario

1. Adoption of Agenda
2. Disclosures of Pecuniary Interest and General Nature Thereof
3. Adoption of Minutes of Previous Meeting(s)
 - 3.1 Regular Council Meeting C#17-2020 held on July 13, 2020 - pages 5-16
4. Business Arising from the Minutes
5. Public Meeting(s) - None
6. Presentation(s) - None
7. Delegation(s) –
 - 7.1. Terry Gervais – Loomex – Fire Master Plan pages 17-28
8. Correspondence
 - 8.1 Requiring Action
 - 8.1.1 – Ontario Barn Preservation pages 29-34
 - 8.1.2 – Chatham – Kent – Emancipation Day, July 2020 pages 35-36
 - 8.1.3 – Town of Amherstburg – City of Sarnia Resolution Long-Term Care Home Improvements pages 37-40
 - 8.1.4 – Township of South Glengarry - Resolution Long-Term Care Home Improvements pages 41-42
 - 8.2 For Information
 - 8.2.1 – April 24, 2020 SMART Minutes pages 43-48
 - 8.2.2 – May 15, 2020 SMART Minutes pages 49-54
 - 8.2.3 – June 26, 2020 SMART Minutes pages 55-58
 - 8.2.4 – SMART 2020 1st Half Operational Report pages 59-62
 - 8.2.5 – Bill Walker Press Release – Additional Support for Farmers pages 63-64
 - 8.2.6 - Bill Walker/Lisa Thompson Press Release – Federal Approval for SMART Transit Project pages 65-66

9. Staff Reports
 - 9.1 CAO/Clerks Department
 - 9.1.1 – SRCLK.20.13 – Tile Drain Loan Application pages 67-70
 - 9.1.2 – SRCLK.20.14 - Emergency Protective Services Facility Agreement – Bruce Power pages 71-80
 - 9.1.3 - SRCAO/CLK.20.20 - Office Closure and Council Meeting Update pages 81-84
 - 9.1.4 – SRCAO/CLK.20.22 – Informal Residential Care Facilities and Services By-law pages 85-98
 - 9.2 Treasurer
 - 9.2.1 – SRFIN.20.40 – 2020 Capital Update pages 99-108
 - 9.3 Works Manager
 - 9.3.1 – SRW.20.27 - Award Tender – 2020/2021 Winter Sand pages 109-110
 - 9.3.2 – SRW.20.28 - Information Update – Bluewater District School Board South Entrance Closure pages 111-114
 - 9.3.3 – SRW.20.29 - Allowing Connections to the Pipeline & Follow-Up Information pages 115-120
 - 9.3.4 – SRW.20.30 – Micro Surface Treatment pages 121-122
 - 9.3.5 – SRW.20.31 - Traffic and Parking By-Law pages 123-158
 - 9.3.6 – SRW.20.32 - Allenford Sidewalk Replacement pages 159-160
 - 9.3.7 – SRW.20.33 - Request for Financial Assistance for Burgoyne Resident pages 161-162
 - 9.4 Building Department –
 - 9.4.1 – SRCBO.20.07 - Building Permit Information pages 163-164
 - 9.5 Recreation Department –
 - 9.5.1 – SRREC.20.14 - Award RFP – Ice Resurfacers pages 165-168
 - 9.5.2 – SRREC.20.15 - Award RFP – Consulting Services for Recreation Master Plan pages 169-170
 - 9.5.3 – SRREC.20.16 - Update for Recreation Facility Reopening pages 171-172
 - 9.6 Fire Departments - None
 - 9.7 Community Development Co-ordinator - None
 - 9.8 Planning Department - None
10. Reports of Members
11. Health and Safety – None

12. Other Business – None
13. Notice of Motion – None
14. By-laws –
 - 14.1 – By-law 46-2020 – Parking By-law pages 173-206
 - 14.2 – By-law 47-2020 – Informal Residential Care Facilities pages 207-218
 - 14.3 – By-law 48-2020 – Financial Agreement with Bruce County pages 219-222
 - 14.4 – By-law 49-2020 – Tile Drainage By-law – Larry McDonald pages 223-224
 - 14.5 – By-law 50-2020 –Emergency Protective Services Training Facility Agreement with Bruce Power pages 225-234
 - 14.6 – By-law 51-2020 – Development Agreement – Eduard and Jennifer Sluys pages 235-240
15. Resolution to Move into Closed Session and General Nature Thereof
 - i. Labour relations or employee negotiations
 - ii. proposed or pending acquisition or disposition of real property
16. Resolution to Reconvene in Open Session
17. Adoption of Closed Session Minutes
18. Adoption of Recommendations Arising from Closed Session (If Any)
19. Confirming By-law 52-2020 page 241
20. Adjournment

List of Upcoming Council meetings

TIME OF MEETING	DATE
9:00 AM	Monday, September 14, 2020
9:30 AM	Monday, September 28, 2020
9:00 AM	Tuesday, October 13, 2020

Document Accessibility:

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Municipality of Arran-Elderslie
Council Meeting - C#17-2020
July 13, 2020 at 9:30 a.m.
Council Chambers

Minutes

Members Present in Council Chambers:

Mayor Steve Hammell

Members Present Electronically:

Councillor Melissa Kanmacher

Councillor Brian Dudgeon

Councillor Ryan Greig

Councillor Doug Bell

Councillor Ryan Nickason

Members Absent:

Deputy Mayor Mark Davis

Staff Present in Council Chambers:

B. Jones, CAO/Clerk

C. Fraser-McDonald, Deputy Clerk (recording secretary)

Staff Present Electronically:

S. McLeod, Works Manager

T. Neifer, Treasurer

P. Johnston, Chief Building Official

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

1. Adoption of Agenda

Council passed the following resolution:

Moved by: Councillor Greig

Seconded by: Councillor Nickason

Be It Resolved that the agenda for the Council Meeting of July 13, 2020 be received and adopted, as distributed by the CAO/Clerk.

Carried Resolution #17-304-2020

2. Disclosures of Pecuniary Interest and General Nature Thereof

None declared.

3. Adoption of Minutes of Previous Meeting(s)

3.1 Regular Council Meeting C#16-2020 held June 22, 2020.

Council passed the following resolution:

Moved by: Councillor Greig

Seconded by: Councillor Nickason

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Regular Council Session C#16-2020 held June 22, 2020 as circulated.

Carried Resolution #17-305-2020

4. Business Arising from the Minutes

None.

5. Public Meeting(s) - None

6. Presentation(s) - None

7. Delegation(s)

7.1 – Susannah Robinson– EPCOR Update

Susannah Robinson gave Council an update regarding EPCOR.

She noted that between now and 2021, EPCOR will be constructing a distribution system to bring natural gas to communities within the Municipality of Arran-Elderslie, Kincardine, and the Township of Huron-Kinloss.

Construction is taking place over three phases. From July to December 2019, EPCOR began Phase 1 and installed 57 kilometres of pipeline that will be the backbone of the system. If there are any areas that are served by Enbridge, EPCOR is not able to serve those customers.

This year, the pipeline will be completed from Dornoch to the Bruce Energy Centre, that will transport gas to each of the communities. Crews will also be installing the distribution networks to directly serve homes, farms, businesses, and organizations in the communities that will receive natural gas this year.

Phase 3 will begin in 2021 to connect customers to natural gas in Chesley, Paisley, Lurgan Beach, Point Clark, Ripley, and Lucknow. While construction and service will not take place in Arran-Elderslie until 2021, EPCOR is currently accepting applications from residents and businesses.

Council thanked Ms. Robinson for her presentation.

7.2 - Tracey Smith, BDO – 2019 Financial Statements

Tracey Smith of BDO gave a presentation to Council regarding the 2019 Financial Statements.

The Municipality is in a very strong financial position as there is no external debt. There is positive cash flow and reserves increased to \$19,186,782 for 2019.

Council thanked Ms. Smith for her presentation.

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved, that the BDO Audit Planning Report to Members of Council for the audit of the consolidated financial statements for the year ending December 31st, 2019 be received for information purposes.

Carried Resolution #17-306-2020

8. Correspondence

8.1 Requiring Action

8.1.1 – Municipality of Brockton – Amalgamation of SMART

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved that the Council of the Municipality of Arran-Elderslie receives and supports the resolution passed by the Municipality of Brockton requesting that Saugeen Mobility and Regional Transit (SMART) explore the amalgamation of specialized transit services within Grey and Bruce Counties and to transition to a County-wide operation to potentially reduce transit duplication and develop transit efficiencies.

Carried Resolution #16-307-2020

8.1.2 – Township of Huron-Kinloss - Amalgamation of SMART

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved that the Council of the Municipality of Arran-Elderslie receives

and supports the resolution passed by the Township of Huron-Kinloss to explore the amalgamation of specialized transit services within Grey and Bruce Counties and to transition to a County-wide operation to potentially reduce transit duplication and develop transit efficiencies.

Carried Resolution #16-308-2020

8.1.3 – Mississippi Mills – Support for Rural Broadband

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved that the Council of the Municipality of Arran-Elderslie receives and supports the resolution passed by the Municipality of Mississippi Mills requesting that Provincial and Federal Governments include rural broadband investment as part of the economic recovery shovel-ready projects for municipalities.

Carried Resolution #17-309-2020

8.2 For Information

8.2.1 – Construction Notice - Chesley

8.2.2 – Construction Notice – North Saugeen River – Fish Habitat Measures

8.2.3 – Minister’s Letter – Covid-19 Recovery

8.2.4 – Local Immigration Partnership

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
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 Resolution #17-310-2020

9. Staff Reports

9.1 CAO/Clerks Department - Christine Fraser-McDonald

9.1.1 – SRCLK.20.12 - Transfer of Lands with McLean and 1113469 Ontario Inc

Christine Fraser-McDonald, Deputy Clerk, discussed her report and responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved

- 1) That SRCLK.20.12 be received – Transfer of Lands with McLean and 113469 Ontario Inc.; and
- 2) That Council directs staff to bring forward the necessary implementing by-laws; and
- 3) That the Clerk and Mayor be authorized to sign all documentation related to the disposition and acquisition of the subject lands.

Carried Resolution #17-311-2020

9.1.2 – SRCAOCLK.20.19 – Informal Group Homes

Bill Jones, CAO/ Clerk, discussed his report and responded to questions from Members of Council. He noted that he gave advanced notice to the owner of Chesley House that this report would be brought forward to Council. He did not receive acknowledgement. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved

- 1) That Council receive SRCAO/CLK.20.19. as information; and
- 2) That council consider passage of the Informal Group Homes Licencing Bylaw at an upcoming council meeting, after receiving comments from Provincial Offences Staff regarding set fines.

Carried Resolution #17-312-2020

9.2 Treasurer – Tracey Neifer

9.2.1 - SRFIN.20.39 – 2018 Municipal Surplus

Tracey Neifer, Treasurer, discussed her report and responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved

- 1) That SRFIN.20.39 be received – 2018 Municipal Surplus, and
- 2) That the 2018 Municipal Surplus of \$208,119 be transferred to Reserve - Working Capital (01-0000-2101).

Carried Resolution #17-313-2020

9.3 Works Manager – Scott McLeod

9.3.1 – SRW.20.21 – Award Hot Mix Pavement Tender

Scott McLeod, Works Manager, responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that the Council of the Municipality of Arran-Elderslie awards the tender to supply and apply HL3 Asphalt cement for Concession 10, Arran East, to Harold Sutherland Construction Ltd at a cost of \$119,316.00 plus HST.

Carried Resolution #17-314-2020

9.3.2 – SRW.20.22 - Award Request for Proposal for Zero Turn Lawnmower

Scott McLeod, Works Manager, responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Whereas the award of contract for the supply one (1) 2020 Zero Turn Diesel Lawnmower as outlined in the specifications has been recommended by the Works Manager in Report SRW.20.22; therefore

Be It Resolved

- 1) That SRW.20.22 be received – Award Request for Proposal for a New Zero Turn Diesel Lawnmower; and
- 2) Award the quotation for the supply and delivery of one (1) 2020 New Zero Turn Diesel Lawnmower to Roberts Farm Equipment in the amount of \$ 16,725.00 (excluding applicable taxes), being financed from the 2020 Capital Budget Account Number 02-3429.

Carried Resolution #17-315-2020

9.3.3 – SRW.20.23 – Landfill Monitoring Cameras

Scott McLeod, Works Manager, responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved

- 1) That Report SRW.20.23 – Camera Monitoring be received by Arran-Elderslie Council to be conducted at the Arran Landfill Site; and

2) Council directs staff to proceed with the purchase of the required equipment based on the recommendations of our present computer system onsite.

Carried Resolution #17-316–2020

9.3.4 – SRW.20.24 - Financial Agreement for Bruce Road 30 for 1st Ave North in Chesley

Scott McLeod, Works Manager, responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved

- 1) That SRW.20.24 is received – Financial Agreement for Bruce Road 30 or 1st Ave North in Chesley – from 2nd Street North East to 4th St North;
- 2) That a By-law be prepared to authorize the Mayor and CAO/Clerk to execute a Cost-share Agreement between the County of Bruce and the Municipality of Arran-Elderslie to facilitate their respective costs based on this report.

Carried Resolution #17-317–2020

9.3.5 – SRW.20.25 - Allowing Connections to the Pipeline

Mark O’Leary, Water/Sewer Foreman responded to questions from Members of Council. Councillor Bell asked for a report as to how much water is being sold. In 2019, 3000 m³ was sold at \$3.42 per m³ and there is a daily connection charge for the bulk suppliers. The plant has a water meter on the truck flow station as well as backflow prevention. Loads are monitored and the municipality receives revenue from this.

Council directed staff to bring back a further report for the next Council meeting in August.

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved That Report SRW.20-25 is received, and that Council bring a recommendation back to staff.

Tabled Resolution #17-318–2020

9.3.6 - SRW.20.26 - Award Monkman and Hemstock Bridge Rehabilitation (Arran)

Scott McLeod, Works Manager, responded to questions from members of Council. Councillor Bell noted that the trees on front street need water. He would like to see the weeds controlled at the old garage near the bridge in Chesley. Mayor Hammell noted that Soper Bridge will be receiving federal funding. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved that the bids, which meets the terms and conditions of the Rehabilitation of the Monkman and Rehabilitation and Extension of the Hemstock Bridge Contract No. BR1308/BR1381 from BM Ross and Associates Limited, be awarded to Allan Hastings Ltd. in the amount of \$215,897.69 including all applicable taxes.

Carried Resolution #17-319-2020

9.4 Building Department – Pat Johnston

9.4.1 – SRCBO.20.06 – Building Permit Information

Pat Johnston, Chief Building Official, responded to questions from Members of Council. Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be it Resolved that Report SRCBO.20.06 – Building Permit Information – June 2020– be received for information purposes.

Carried Resolution #17-320-2020

9.5 Recreation Department – None

9.6 Fire Departments – None

9.7 Community Development Co-ordinator – None

9.8 Planning Department - None

10. Reports of Members of Council

Davis:

Deputy Mayor Davis was absent.

Dudgeon:

Councillor Dudgeon had nothing to report.

Greig:

Councillor Greig noted that the picnic shelter in Tara is open. The pedestrian bridge in Tara is now fully accessible.

Kanmacher:

Councillor Kanmacher noted that the Paisley Artscape has their newest installation downtown in Paisley.

Nickason:

Councillor Nickason attended a BASWR meeting. They are down \$91,000 in revenue. They are hoping to be back to full staff capacity in July.

Bell:

Councillor Bell noted that there was a doctor recruitment meeting. There is still nothing firm regarding 24-hour emergency services back. They are hoping to hire a charge nurse for Chesley hospital.

Hammell:

Mayor Hammell attended the emergency management control group and South Bruce Grey health centre meeting. Masks will be talked about a lot in the next month. A four-week order will be enacted to wear masks including the municipal office.

11. Health and Safety – None

12. Other Business - None

13. Notice of Motion – None

14. By-law(s)-

14.1 – By-law 41-2020 – to acquire lands for the purpose of a public highway

Council passed the following resolution:

Moved by: Councillor Greig

Seconded by: Councillor Nickason

Be It Resolved that By-law No. 41-2020 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 41-2020 being a By-law to acquire lands for the purpose of a public highway (Durst Street, Chesley).

Carried Resolution #17-321-2020

14.2 – By-law 42-2020 – to close an unused highway and declare surplus

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 42-2020 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 42-2020 being a by-law to close an unused highway and declare surplus the lands described as those Parts of Lot "B", Plan 306, designated as Parts 3 and 4 on Reference Plan 3R-10340 and Part of Lot 31, Concession 1, designated as Part 5 on Reference Plan 3R-10340 (Durst Street, Chesley).

Carried Resolution #17-322-2020

14.3 – By-law 43-2020 – to dispose of surplus lands

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 43-2020 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 43-2020 being a by-law to declare the lands described as those parts of Lot "B", Plan 306, designated as Parts 3 and 4 on Reference Plan 3R-10340 and that Part of Lot 31, Concession 1 designated as Part 5 on Reference Plan 3R-10340 as surplus (Durst Street, Chesley).

Carried Resolution #17-323-2020

14.4 – By-law 44-2020 – Ransome – gravel pit

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 44-2020 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 44-2020 being a by-law to amend Schedule "A" of By-law No. 36-09, as amended, being the Comprehensive Zoning By-law, for the Municipality of Arran-Elderslie, is hereby further amended by changing thereon from A1 General Agriculture and EP Environmental Protection to A1 General Agriculture, EP Environmental Protection, and M2 Extractive Industrial the zoning for the lands described as Part Lot 6, Concession 6, geographic Township of Arran.

Carried Resolution #17-324-2020

15. Resolution to Move into Closed Session and General Nature Thereof

The Mayor advised that Council now goes into Closed Session at 11:33 a.m. for the purpose of matters identified in the motion below.

Moved by: Councillor Greig
Seconded by: Councillor Nickason

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

- i. Advice that is subject to solicitor-client privilege

Staff authorized to Remain: CAO Bill Jones and Deputy Clerk Christine Fraser-McDonald

Carried Resolution #17-325-2020

16. Resolution to Reconvene in Open Session

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

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that Council of the Municipality of Arran-Elderslie does now return to the Open Session at 12:20 p.m.

Carried Resolution #17-326-2020

17. Adoption of Closed Session Minutes

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that Council of the Municipality of Arran-Elderslie adopt the minutes of the Closed Session C#16-2020 held June 22, 2020 as circulated.

Carried Resolution #17-327-2020

18. Adoption of Recommendations Arising from Closed Session

Staff was given direction by Council.

19. Confirming By-law

By-law 45-2020 – Confirming By-law

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 45-2020 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 45-2020 being a By-law to confirm the proceedings of the Council meeting of the Municipality of Arran-Elderslie held July 13, 2020.

Carried Resolution #17-328-2020

20. Adjournment

Council passed the following resolution:

Moved by: Councillor Greig
Seconded by: Councillor Nickason

Be It Resolved that the meeting be adjourned to the call of the Mayor at 12:23 p.m.

Carried Resolution #17-329-2020

Steve Hammell, Mayor

Bill Jones, CAO/Clerk

THE LOOMEX GROUP



Master Fire Plan Council Presentation

WHAT WE DO



LOOMEX **INFRASTRUCTURE & ASSET MANAGEMENT**

LOOMEX **EDUCATION & COMPLIANCE**

LOOMEX **AVIATION & AEROSPACE**

We are property managers, communicators, educators and trainers. We offer a wide range of services through our three divisions.



Terry Gervais

Director of Education &
Compliance | The Loomex Group

- Retired in 2016 as a member of Ontario Fire Service with over 36 years of experience
- Worked with volunteer, composite and career departments
- Director of Education and Compliance for The Loomex Group
- Specializes in writing Master Fire Plans, Organization Reviews, Service Level Reviews and Emergency Response Plans

PURPOSE OF A FIRE SERVICES MASTER PLAN



Ensures the municipality is compliant with the *Fire Protection and Prevention Act (FPPA)* and other applicable legislation



Provides recommendations on the appropriate levels of Public Education, Code Enforcement and Fire Suppression



Allows staff to provide the Council with the necessary information so they can make decisions that will protect lives and property



Provides a clear picture of current and future needs of the community for emergency services

PURPOSE OF A FIRE SERVICES MASTER PLAN



Provides the Council and the Fire Chiefs with a “vision” so that proper budgeting and implementation can be provided that mitigates the chances of surprises for the Municipalities



Ensures that the resources available are used in the most efficient and cost-effective way

Fire Services Master Plan Framework

Review of applicable legislation and by-laws

Organizational Structure and Staffing

Public Education & Code Enforcement

Simplified Risk Assessment

Training and Education

Life Cycle Programs

Budgets

Emergency Response

Fire Protection Agreements

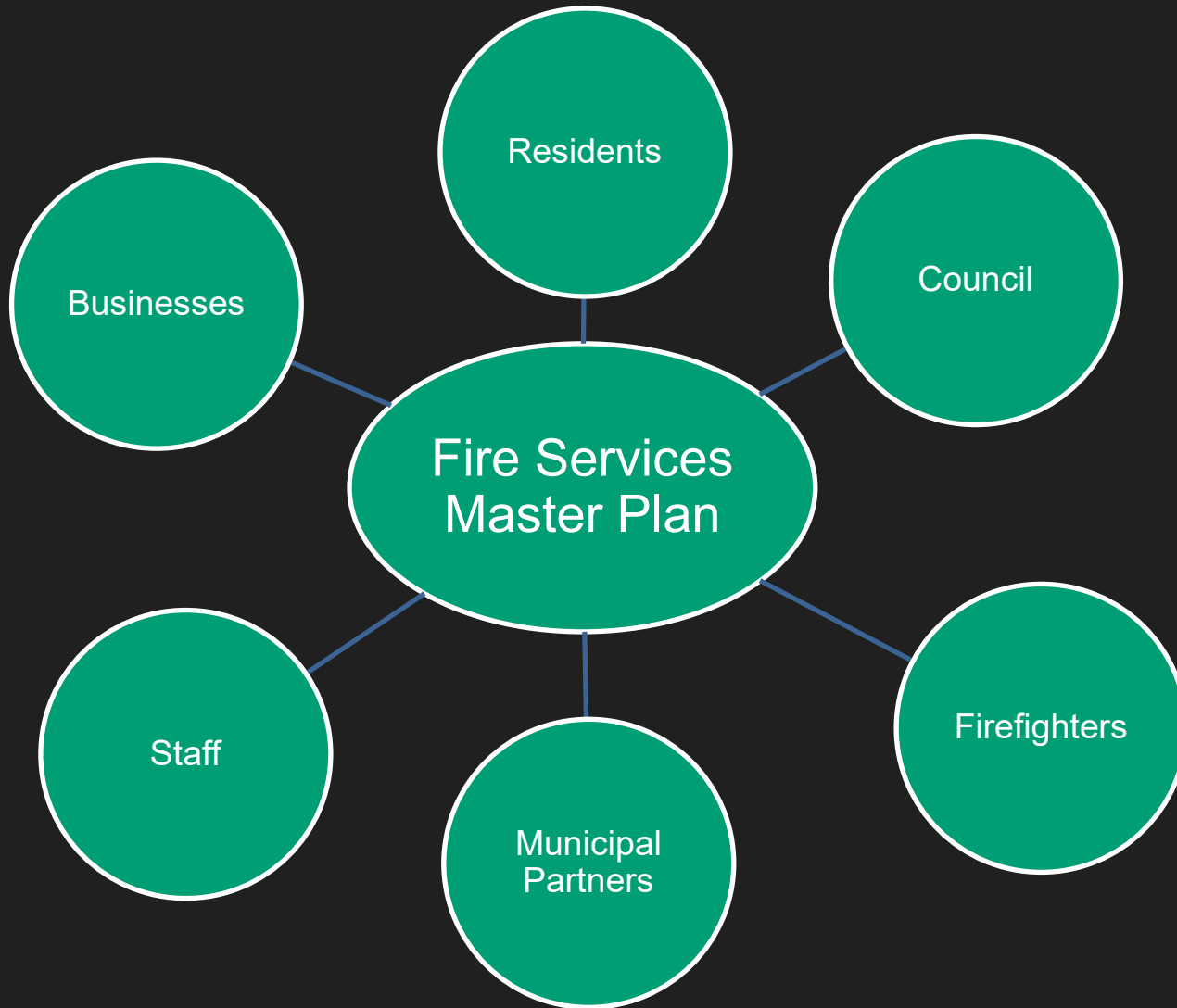
Emergency Management

Fleet & Equipment

Specialized Rescue

Performance Measurement

STAKEHOLDERS



STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

A Firefighter SWOT analysis will be conducted to assist in identifying the department's internal strengths and weaknesses, as well as its external opportunities and threats.

Information will be gathered from the Firefighters utilizing three different approaches:

Facilitated sessions with Firefighters as a group

Individual one-on-one sessions, if required

Surveys given to Firefighters

PROJECT TIMELINES



Arran-Elderslie Fire Master Plan

Read-only view, generated on 28 Jul 2020



Terms of Reference



Review Terms of Reference and establish target dates with Fire Master Plan Committee



Framework - Completion of FMP Framework



Provide Fire Master Plan Framework to CAO Fire Chiefs



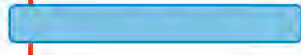
Conduct Initial Presentation for Council and Firefighters



Complete Initial Presentation with Firefighters and Council



SWOT Analysis



Complete Firefighter SWOT analysis



Draft Fire Master Plan



Completion of Draft Fire Master Plan



Final Fire Master Plan



Completion of Fire Master Plan

“Together, you have a chance to change the face of your Emergency Services for the residents in ArranElderslie for the next decades to come.”



QUESTIONS ?
THANK YOU



CONTACT INFORMATION

Terry Gervais



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www.loomex.ca



PRESERVING ONTARIO'S HISTORY, ONE BARN AT A TIME

info@ontariobarnpreservation.com

May 28, 2020

Addressed to: Planning Department

To whom it may concern

Our not-for-profit organization was formed in 2019 with the goal of conserving barns of cultural heritage significance in Ontario. In order to fulfill this goal, we have been conducting research and analysis on a variety of topics, including Planning Policy frameworks which either help or hinder the conservation of barns.

It has come to our attention that many municipalities are demolishing heritage barns during the process of severance of surplus farm dwellings. The purpose of this letter is to provide you with a brief summary of our findings regarding how existing Planning Policies at the Municipal and Provincial levels impact these cultural heritage resources. We hope that this will help to provide insight on how these policies may be managed in the future so that the conservation of significant cultural heritage resources can work in cooperation with planning for new development.

Barns have potential to be identified as significant cultural heritage resources and may be worthy of long-term conservation. According to PPS, significant cultural heritage resources shall be conserved:

2.6.1 Significant built heritage resources and significant cultural heritage landscapes shall be conserved.

Under *Ontario Regulation 9/06*, cultural heritage resources demonstrate significance related to legislated criteria including design/physical value, historical/associative value and contextual value

Although they may not have the same functionality they once did, we believe our heritage barns are an important part of Ontario's cultural history and rural landscape.

- They serve as landmarks in the countryside
- They have the potential to be reused and repurposed, sometimes into agriculture-related uses as municipalities search for value-added opportunities for farmers
- They have historic value for research of vernacular architecture and cultural history of areas and communities in Ontario
- They are a testament to the early farmers and pioneers in our province
- They convey an important sentiment and image to our urban counterparts about the hardworking farm community
- They contribute to agritourism in both a functional and an aesthetic way. Some European countries fund maintenance of rural landscape features such as buildings, hedge rows and fences for the very purpose of world-wide tourism and cultural heritage protection
- They are useful for small livestock or other small farm operations

We have recognized a growing trend in Ontario, where barns are seen as good candidates for conservation and adaptive re-use. Barns can be made new again and communicate their history while serving a new purposes. Barns can be made into single detached residences, Craft breweries, agro-tourism related destinations, and more.

In an effort to recognize the significance, historic and cultural value of these buildings, Ontario Barn Preservation was formed March 30, 2019. This not-for-profit organization is reaching out to barn owners, local and county historical societies, authorities, and the general public, to recognize the value of these amazing buildings. Often these barns are close to their original condition when they were built between the early 1800s and the early 1900s.

We understand the planning and building code regulations that municipalities enforce. There are often conflicting priorities, resources required for enforcement, and provincial goals and protection to uphold. The following provides a review of key policies of Provincial Policy Statement (PPS 2014), OMAFRA and Ontario Building Code regulations which creates difficulties in the conservation of barns. We hope these solutions from other municipalities have implemented might be considered in your municipality.

POLICY ITEM 1: “New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the minimum distance separation formulae.” –Provincial Policy Statement (PPS) 2.3.3.3

POLICY ANALYSIS

Barns that remain with a dwelling on a smaller severed residential lot are already in compliance with MDS setbacks since there would be no new odour conflict. If this landowner wants to house animals a Nutrient Management Plan/Strategy is required for anything over 5 Nutrient Units (NU, this is equivalent to 15+ beef feeders, OR 5+ medium-framed horses, 40+ meat goats, or 5+ beef cows), and are required to have a plan for manure removal either on their own property or in agreement with another land owner as per the OMAFRA Nutrient Management Plan/Strategy Guidelines. Any livestock count under 5NU does not require a Nutrient Management Plan. Although the capacity of these heritage barns is generally above 5 NU, in practice it is unlikely an owner would exceed this number because heritage barns are not usually that large and owners of this type of property are likely to only have a hobby-size operation.

On the other hand, barns that do not remain with a dwelling on a smaller severed residential lot, but remain on the larger retained agriculture lot often immediately become a violation of the MDS setbacks should that barn house livestock, or potentially house livestock. However unlikely this may be due to the nature and condition of the barn for livestock housing, it is a possibility. Many barns could house up to 30 Nutrient Units, or more, depending on the size of the barn. This capacity would require a separation distance from the house on the new severed lot much larger than existing to allow the barn to remain standing. Thus barns on the larger retained agriculture lot have limited options to avoid demolition.

POSSIBLE RESOLUTION:

The MDS guidelines state that a building must be “reasonable capable of housing animals” in order for MDS to be triggered. Therefore, a barn that is in a decrepit state is automatically exempted from MDS as it cannot house livestock. Thus the barn can be severed off from the dwelling without MDS implications.

However, some barns are not in a decrepit state and are the ones that are worth saving. If the barn is to remain on the retained agriculture lot, it needs to be prevented from being used as a livestock facility to be exempt from MDS. This can be done by removing water, stalls, electricity to the barn and make it “incapable of housing animals”.

Some municipalities have had the livestock restriction written into the special conditions of the zoning amendment exception. Two examples are

1. that the barn not be permitted to hold livestock. For example *“A livestock use shall be prohibited in any farm buildings existing on the date of passage of this by-law.”*
2. The amendment can also be used to only restrict the quantity of livestock in the barn as such as 1.2NU (animal nutrient units) per hectare *“Notwithstanding their General Rural (RUI) or Restricted Rural (RU2) zoning, those lots 4.0 hectares (9.9 ac.) in size or less shall be limited to no more than 1.25 nutrient units per hectare (0.5 nutrient units per acre). Minimum Distance Separation Guidelines shall apply.”*

The Ontario Building Code does not differentiate between agricultural buildings for livestock vs. implements storage, therefore a change of use of this type is not clearly defined as a possibility through the building code. A change of use permit could also be undertaken to change the occupancy of the building from agriculture to part 9. However, this solution is costly and prohibitive for most Owners.

We feel that the best case of survival for the barn is to include it with the severed residential lot. If the barn is to be severed with the residential lot we feel that the barn best use is for animals within compliance with the MDS requirements. Some municipalities use a minimum lot size required for livestock (but you have to be willing to sever that lot size where appropriate). We recommend that these smaller lots be permitted to house animals. These lots are ideal for starting farmers, CSA's, and value-added farm operations. The owners of these smaller lots are often in a position to invest in restoration of our heritage barns.

POLICY ITEM 2: A residence surplus to a farming operation as a result of farm consolidation, provided that:

“1. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;” - PPS 2.3.4.1c

POLICY ANALYSIS

Provincial policy has limited the lot creation size to only accommodate the water and sewage to maintain large lots and maximum land remaining for agriculture uses.

POSSIBLE RESOLUTION

Many municipalities use a minimum and maximum lot size rather than the above strict guideline to determine the lot line and review each severance on a case by case basis.

The Ministry of Environment provides “reasonable use guidelines” on lot size for sewage systems. These guidelines recommend that a lot should have a “Reasonable Use Assessment” be done to ensure that the lot is adequately sized for septic systems. A rule of thumb that has been used is clay soil lots should be a minimum of 2 acres, and a lot with sandy soil be 1 acre.

However, we would recommend that this statement be reviewed at a provincial level and we would encourage you to contact the provincial policy department to review this statement.

POLICY ITEM 3: Designation of severed lot to be zoned “non-farm” and permitted uses as “non-farm” dwelling

POLICY ANALYSIS

Provincial policy does not dictate the residential lot be “non-farm”. In fact, the PPS states that

"Proposed agriculture-related uses and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations."

We would argue that the “non-farm” designation does create an incompatible use, encouraging non-farming residents, but it also limits the possible use of the small land for small scale farm operations within Prime Agriculture Zones.

POSSIBLE RESOLUTION:

Provide a zoning category for small lots that are sized to permit limited livestock, alternative and value-added agriculture operations. These can also be separate provisions within your existing rural or agricultural designations. For example Provisions for lots larger than 10 acres, and lots less than 10 acres.

POLICY ITEM 4: Change of Use for the building to not permit livestock.

POLICY ANALYSIS

A change of use to non-livestock building is a challenging proposition. The building code does not differentiate between livestock agriculture building and implement agriculture building. This change of use permit is quite simple and would not require any investment or structural upgrade by the owner.

If a change of use to a non-agriculture building is required, it would fall into part 9 of the building code (unless other uses are proposed). This upgrade would often require significant structural reinforcement and investment by the owner. Most owners would not be willing or in a position to invest this type of capital on a building that does not have function in a farm operation, nor for a residential property owner, also without a major purpose for the building other than storage, garage, or workshop.

This Change of Use requirement will most likely end with the demolition of the barn when required.

POSSIBLE RESOLUTION:

Change of use is only required to limit the use of the barn for livestock. This can be achieved by removing water and stalls from the building. The barn remains an existing agriculture building but unable to “reasonably house animals” (see issue 1 above for further details or options).

CONCLUSION

We hope that you will consider our review of Provincial and Municipal Planning Policy as it relates to any future Reviews of Official Plans, Comprehensive Zoning By-laws, and approaches to the conservation of built heritage resources related to agricultural use.

Too often we see these community raised historic structures in poor condition with loose boards flapping in the wind, roofs caved in, or just a mass of timbers and roofing decaying into the ground. On behalf of Ontario Barn Preservation, we encourage you to help find ways to prevent the further unnecessary demolition of our heritage barns especially in relation to surplus farm dwelling severances. It is our hope that barns of significant cultural heritage value are conserved for future generations.

Please don't hesitate to contact us if you have any questions, and we hope to hear from you in the future.

Regards,

Krista Hulshof, Vice President, architect,

Questions can be directed to Krista at 519-301-8408 or krista@veldarchitect.com

July 21, 2020

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Re: Emancipation Day Resolution

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on July 20, 2020 passed the following resolution:

That Chatham-Kent Council acknowledges and supports the following Private Members Bill put forward by Majid Jowhari; M-36, *Emancipation Day*, 43rd Parliament, 1st Session that reads as follows:

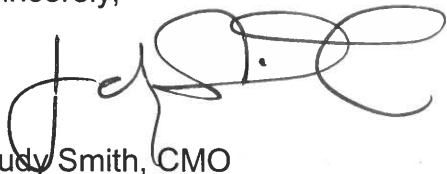
That the House recognizes that:

- a) The British Parliament abolished slavery in the British Empire as of August 1, 1834
- b) Slavery existed in the British North America prior to its abolition in 1834
- c) Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1, as Emancipation Day
- d) The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for People of African Descent to highlight the important contributions that people of African Descent have made to Canadian society, and to provide a platform for confronting anti-black racism; and
- e) The heritage of Canada's people of African descent and the contributions they have made and continue to make to Canada; and that in the opinion of the House, the government should designate August 1 of every year as "Emancipation Day" in Canada

That support for this motion is sent to our Member of Parliament and all House of Commons representatives. And that support for this motion be sent to all Municipalities.”

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca

Sincerely,

A handwritten signature in black ink, appearing to read 'Judy Smith', with a large, stylized flourish extending to the right.

Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

All House of Commons Representatives
Ottawa, ON K1A 0A6

Majid Jowhari, MP

Hon Wanda Thomas Bernard
Senator- Nova Scotia (East Preston)

Lianne Rood, MP, Lambton-Kent-Middlesex

Dave Epp MP Chatham-Kent –Leamington

C Ontario Municipalities



The Corporation of The Town of Amherstburg

VIA EMAIL

To: All Ontario Municipalities

RE: Long Term Care Home Improvements

At its meeting of July 13th, 2020, Council passed the following resolution for your consideration:

That Administration BE DIRECTED to send correspondence in support of the City of Sarnia's resolution regarding their request for long term care home improvements.

Enclosed is a copy of the City of Sarnia's resolution for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

Doug Ford, Premier of Ontario
Email: premier@ontario.ca

Taras Natyshak, MPP
Email: tnayshak-qp@ndp.on.ca

Chris Lewis, MP
Email: chris.lewis@parl.gc.ca

Dianne Gould-Brown
City Clerk, City of Sarnia
Email: clerks@sarnia.ca

Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Email: rauger@essex.ca

Jennifer Astrologo, Director of Corporate Services/Clerk - Town of Kingsville
Email: jastrologo@kingsville.ca

Agatha Robertson, Director of Council Services/Clerk - Town of LaSalle
Email: arobertson@lasalle.ca

Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Email: knewman@lakeshore.ca

Brenda Percy, Municipal Clerk/Manager of Legislative Services - Municipality of Leamington
Email: bpercy@leamington.ca

Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Email: lmoy@tecumseh.ca

Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Email: mbirch@countyofessex.ca

Valerie Critchley, City Clerk – City of Windsor
Email: clerks@citywindsor.ca

Association of Municipalities of Ontario (AMO)
Email: amo@amo.on.ca



**THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Office**

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519 332-0330 519 332-3995 (fax)
519 332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

June 24, 2020

To: All Ontario Municipalities

Re: Long Term Care Home Improvements

At its meeting held on June 22, 2020, Sarnia City Council adopted the following resolution submitted by Councillor Margaret Bird with respect to the conditions in Long Term Care homes exposed by the pandemic:

That due to the deplorable conditions exposed by the pandemic in LTC homes in the province, and because this is a time for action, not just continuous streams of investigations, commissions and committees, and because the problems have been clearly identified, that Sarnia City Council direct staff to send this motion to the 444 Ontario Municipalities, asking them to urge Premier Ford to start implementing the required resolutions immediately, as follows:

- 1. increasing hours for all part-time and casual labour***
- 2. since the government provides funding for privately-operated homes, they have an obligation to inspect these homes and see that they are being properly run, and that funds are being used for the benefit of the residents and not the huge profitability of the operators, and***
- 3. to end the neglect and unacceptable conditions being experienced, each day, by our vulnerable seniors.***

Sarnia City Council respectfully seeks your endorsement of this resolution. If your municipal council endorses this resolution, we would request that a copy of the resolution be forwarded to the following:

Doug Ford, Premier of Ontario; and

City of Sarnia, City Clerk's Office
clerks@sarnia.ca

Sincerely,



Dianne Gould-Brown
City Clerk

cc: AMO



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 229-2020

SECONDED BY Lyle Warden **DATE** July 20, 2020

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care homes in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes, and sound infection control measures are put in place at all Ontario long term care homes, and that this resolution be forwarded to Premier Ford, the Minister of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

CARRIED

DEFEATED

POSTPONED

Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—

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saugeenmobility.ca

GENERAL BOARD MEETING MINUTES

Friday, April 24, 2020, 9:45 a.m.

Board Members Present: Councillor Doug Bell, Municipality of Arran-Elderslie
Councillor Dean Leifso, Councillor, Municipality of Brockton
Mayor Scott Mackey, Township of Chatsworth
Councillor Warren Dickert, Town of Hanover
Councillor Ed McGugan, Township of Huron-Kinloss
Councillor Dave Cuyler, Municipality of Kincardine
Vice-Deputy Mayor Mike Myatt, Town of Saugeen Shores
Mayor John Woodbury, Township of Southgate
Councillor Beth Hamilton, Municipality of West Grey

Board Members Absent: None

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

The meeting was conducted by teleconference in light of the COVID-19 pandemic.

1. Call to Order

President Mike Myatt called the meeting to order at 9:48 am.

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

None declared.

3. Approval of the Agenda

Motion #2020-042

Moved by Beth Hamilton; Seconded by Scott Mackey

That the agenda for April 24, 2020 be amended to indicate the meeting date as Friday, April 24, 2020 and the time as 9:45 a.m., and that the agenda be accepted as so amended.

Carried

4. Minutes of the April 7, 2020 General Board Meeting

Motion #2020-043

Moved by Doug Bell; Seconded by Dave Cuyler

That the minutes of the April 7, 2020 General Board Meeting be amended to delete the second sentence of the first bullet point in item D and that the Board approve and adopt the minutes as so amended.

Carried

5. Business Arising from the Minutes

The minutes note that the President and the Manager were to reach out to the office of Bill Walker, M.P.P., regarding a recent announcement of funding for Ontario's most vulnerable people in the pandemic. The Manager indicated that this had not yet occurred and agreed to touch base with the President next week to move the matter forward.

6. Follow-up on Previous Reports and Recommendations

The Board agreed that this item is not to be included on future agendas.

7. Correspondence

A. Letter from the Municipality of Kincardine

The Board reviewed the letter which sets out a resolution that the amalgamation of specialized transit services be explored, and is a show of support for SMART. The President and the Manager are scheduled to make a presentation to Bruce County on Thursday, May 7, 2020, and it was agreed that the question of approaching Grey County will be considered following that presentation.

Motion #2020-044

Moved by Dave Cuyler; Seconded by Dean Leifso

That the correspondence from the Municipality of Kincardine be noted and filed.

Carried

B. Letter from Caroline Mulroney

Paragraph 2 refers to “terms and conditions” and a request was made for a copy of those terms and conditions. The Vice-President agreed to ask Christine Walker of the Town of Hanover to send them to the Board. The agreement in question is between the Town of Hanover and the Province.

Motion #2020-045

Moved by John Woodbury; Seconded by Dean Leifso

That the Manager draft a letter of thanks to Minister Mulroney with a copy to be sent to area M.P.P.s, Bill Walker and Lisa Thompson, as well as to the federal government, the Town of Hanover and SMART Board members.

Carried

8. Reports and Recommendations

The President noted that it is not necessary for the Manager’s reports to be read aloud at meetings, as Board members will have read them in advance. Meetings allow Board members to ask questions about the reports, and receive and/or approve them.

A. Report 2020-11 January 2020 Operational

The Manager noted that January 2020 was the busiest January in SMART’s history.

Motion #2020-046

Moved by Scott Mackey; Seconded by Dave Cuyler

That the Board approve Report 2020-11 January 2020 Operational as presented.

Carried

B. Report 2020-12 February 2020 Operational

The Manager confirmed that the reporting of revenue hours is new. He was asked to show non-revenue hours, which he stated he could probably do. The Board asked the Manager in future reports to word his recommendations as follows: “That Report *name and number of report* be approved as presented”.

Motion #2020-047

Moved by Beth Hamilton; Seconded by Warren Dickert

That the Board approve Report 2020-12 February 2020 Operational as presented.

Carried

C. Report 2020-21 March 2020 Operational

The Manager noted that this report reflects the changes due to COVID-19, with the decline in ridership beginning in mid-March.

Motion #2020-048

Moved by Dave Cuyler; Seconded by Dean Leifso

That the Board approve Report 2020-21 March 2020 Operational as presented.

Carried

D. 2020-22 1st Quarter Operational

The Board discussed the report with the following points being covered:

- There was an increase in borrowing costs caused by the delay in receipt of gas tax funding. The Board asked if anything has been received in writing as to when the funds will be received and the Manager agreed to check with Christine Walker at the Town of Hanover. A question was asked about the expectation as to when the funding will arrive, as opposed to when the funds actually arrive. It was suggested that perhaps SMART has come to expect the funds earlier than their actual arrival.
- The Vice-President spoke to Christine Walker who indicated that the application was sent on March 20, which is not long ago, so the funds likely won't be seen before May or June. Beginning in 2014, the money began arriving in March, but in the last two years, there have been delays in receiving the gas tax funding. Roger added that the province uses 2018 statistics for the 2020 gas tax, not statistics from 2019, and the information was available in the fall, so it is difficult to understand the delays.
- The Board agreed to send a letter to the provincial government about the increase in borrowing costs caused by the delay in receiving gas tax funding and asking for the funds to be released in a more timely manner to reduce the borrowing costs. The letter will also ask how to improve the process to avoid such delays in the future.
- It was also suggested that the President and the Manager reach out to M.P.P.s Bill Walker and Lisa Thompson to highlight the issue and ask for their recommendations as to how to pursue the issue and with whom it should be pursued. The President and the Manager will arrange a conference call with the M.P.P.s and follow up with a letter.
- With respect to the ordering of vans, it was suggested that the Board first look at the capital replacement plan in light of the impact of COVID-19, although it was noted that the funding is in place, and ridership will return to pre-COVID-19 days. The Manager indicated that there is no deadline by which vehicles have to be ordered, although SMART does need new vehicles, even with the COVID-19 restrictions on its business, and they will certainly be needed when restrictions are relaxed. If an order is not placed soon, 2020 models may not be available, requiring SMART to order 2021 models instead, which would cost more. SMART would not be acquiring vehicles "off the lot"; rather, it would purchase vans to be converted, a process which takes four months. There are designs to separate drivers from passengers, but there will still be a need for some clients to be in the front seats, in which case a shield can be installed.
- ICIP funding does not cover 100% of the cost of the vehicles and SMART has to provide 25%. The Town of Hanover initially finances the purchase of vehicles and then submits the paperwork to get the ICIP funding. In the past, the Town has financed vehicles for up to several months. Some municipalities are finding that tax revenue is down considerably, and there was general agreement that the situation is tightening and it may be prudent for SMART to not count on the Town for this financing.
- The Board directed the Manager to resubmit the report for the Board's approval at its next meeting, along with a plan for vehicle replacement, including recommendations as to model and style.

9. Other Business

A. Update re Canada Emergency Wage Subsidy Program

- The President indicated that he had discussed this program with Diane Glebe, Human Resources Officer for the Town of Saugeen Shores. As a non-profit corporation, SMART is eligible for the program, the purpose of which to maintain the employee/employer relationship and prevent Canadians from having to apply for Employment Insurance (EI). According to the Canada Revenue Agency, EI applicants are enrolled in either EI or the CERB program.
- The Canada Employment Wage Subsidy program (CEWS) pays 75% of employee wages retroactive to March 15, 2020 to a maximum of \$874/week and will run until June 6. An employer would apply for each pay period independently and the federal government would pay out within two weeks. The Manager would like to use this program to bring staff back to work on a salaried basis. Drivers would be on a four-day rotation, which would give them a break, particularly those who have been driving steadily.
- Questions were raised about the total costs, and whether SMART still be required to pay payroll costs such as Employer Health Tax, and how this program works versus the Canada Emergency Response Benefit (CERB) which pays about \$500 per week. The Manager explained that SMART's payroll is about \$21,000/week and so it would receive about \$15,000/week under the CEWS but this amount does not include payroll costs such as the EHT. There was discussion about bringing back employees so that they are working, because it is better for people to be working. The Manager noted that the rotation works better with more people in it.
- Discussion ensued about various approaches and whether to bring employees back or wait, given that there is little revenue coming in and there would be costs incurred in bringing employees back. The Manager explained that five drivers are needed per day to meet demand.

10. Closed Session

Motion #2020-049

Moved by Beth Hamilton; Seconded by Warren Dickert

That the Board of SMART move into Closed Session at 11:00 a.m. to discuss personnel matters relating to identifiable individuals.

Carried

Reconvene in Open Session

Motion #2020-050

Moved by Scott Mackey; Seconded by Doug Bell

That the Board of SMART reconvene in Open Session at 11:40 a.m.. The President confirmed that the Board had met in closed session and discussed personnel matters relating to identifiable individuals.

Carried

Motion #2020-051

Moved by Beth Hamilton; Seconded by Warren Dickert

That the Board of SMART direct the Manager to submit an application to the Canada Emergency Wage Subsidy program equal to 75% of the value of 10 driver positions at 35 hours/week and 2.5 administration positions, retroactive to March 15, 2020.

Carried

Motion #2020-052

Moved by Scott Mackey; Seconded by Dave Cuyler

That the Board of SMART direct the Manager to prepare a report in consultation with a human resources expert setting out options for coverage of weekend hours.

Carried

11. Director's Recommendations and Directives

These are covered in other areas of the minutes.

12. Adjournment

The President indicated that he would try to schedule a meeting in May so that the Board can consider the Manager's revised 2020-22 1st Quarter Operational Report.

Moved by Dave Cuyler; Seconded by Beth Hamilton

That the Board of Directors of SMART adjourn at 11:43 a.m.

Carried

Recording Secretary Meeting Attendance

The Recording Secretary attended the following meetings in the second quarter of 2020:

- April 7, 2020
- April 24, 2020
- The Secretary also performed 1.0 hour of work regarding the agenda for the Board's April 24 meeting, to be paid at \$15 per hour.

"Original signed by"

Mike Myatt, President

"Original signed by"

Catherine McKay, Recording Secretary

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GENERAL BOARD MEETING MINUTES

Friday, May 15, 2020, 2:45 p.m.

Board Members Present: Councillor Doug Bell, Municipality of Arran-Elderslie
Councillor Dean Leifso, Councillor, Municipality of Brockton
Mayor Scott Mackey, Township of Chatsworth
Councillor Warren Dickert, Town of Hanover
Councillor Ed McGugan, Township of Huron-Kinloss
Councillor Dave Cuyler, Municipality of Kincardine
Vice-Deputy Mayor Mike Myatt, Town of Saugeen Shores
Mayor John Woodbury, Township of Southgate
Councillor Beth Hamilton, Municipality of West Grey

Board Members Absent: None

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

The meeting was conducted by teleconference in light of the COVID-19 pandemic.

1. Call to Order

President Mike Myatt called the meeting to order at 2:46 pm.

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

None declared.

3. Approval of the Agenda

Motion #2020-053

Moved by Warren Dickert; Seconded by Scott Mackey
That the agenda for May 15, 2020 be accepted as circulated.

Carried

4. Minutes of the April 24, 2020 General Board Meeting

Motion #2020-054

Moved by John Woodbury; Seconded by Dave Cuyler
That the minutes of the April 7, 2020 General Board Meeting be amended to replace “sHe” in the third sentence of the second bullet point in item D with “Roger” that the Board approve and adopt the minutes as so amended.

Carried

5. Business Arising from the Minutes

- The President and the Manager were to reach out to the office of Bill Walker, M.P.P., regarding an announcement of funding for Ontario’s most vulnerable people in the pandemic. The President has asked the Manager for information and is drafting a letter to Mr. Walker which he expects to send this weekend.

- Warren Dickert informed the Board that the Town of Hanover is still in a position to finance the purchase of vehicles pending receipt of the ICIP funding

6. Correspondence

None.

7. Reports and Recommendations

A. Report 2020-22 1st Quarter Operational

The Manager reviewed highlights from the report, noting that changes suggested at the last meeting had been made. Board discussion noted that the report states that gas tax funding has been “customarily” received in March or April although that timing goes back to 2014. It is in the last couple of years that receipt of the funding has been delayed beyond March or April. It was decided to change “customarily” to “historically”.

Motion #2020-055

Moved by Doug Bell; Seconded by Dean Leifso

That Report 2020-22 1st Quarter Operational be approve as amended and sent to Member Councils.

Carried

B. Report 2020-24 New Vehicles

The Manager presented the report, noting that vans are difficult to find and that Dodge has ended production of the Caravan. He believes that SMART needs to move ahead with new vehicles, with the decision on partitions being up to the Board. Points covered in the discussion included:

- The Manager noted that the five vehicles proposed for purchase will replace five vans (four 2010 models and one 2011 model). Two of these have mileage in the range of 450,000 km, and three are in the range of 350,000 – 400,000 km. These vehicles have been very dependable but are at the end of their lives, and given that SMART transports vulnerable people, its vehicles need to be in good condition. The quality of the proposed vehicles is comparable to what has been purchased in the past.
- The new vehicles are Savaria conversions which are the least expensive and done in Canada. SMART has not so far purchased Savaria conversions and has had some issues in the past with Braun conversions.
- Ed McGugan noted that he has had some experience in this area, having a crane on his truck, and he noted that Silver Cross is very good and stands behind its product. SMART has not so far had experience with Silver Cross, but there is no reason to think that they will be less reliable than others.
- The Manager explained that the partition is a solid clear panel bolted all the way around the driver’s area. Partitions offer protection for drivers although the downside is that they cut off the human connection between the driver passengers. On long distance trips, passengers enjoy talking with the driver, but with COVID-19, both the passenger and any attendants would be in the back. Partitions for existing vehicles are coming from Move Mobility. It was suggested that five panels be purchased at first to see how they work out.
- The Manager explained that removing the passenger seat in the front of the new vehicles can be done, as the vans come with seats that can be taken out.
- The complete price of the vehicles, with conversion, comes to \$50,462 plus tax for the 2020 and \$49,712 plus tax for the 2019.
- There was a general consensus that the Manager should order one extra partition and after experience in using it for a couple of months, he should use his discretion to order additional partitions.

Motion #2020-056

Moved by Warren Dickert; Seconded by Dave Cuyler

That SMART contract Silver Cross Automotive to supply four 2020 and one 2019 Dodge Caravans with mobility and barrier conversions as quoted.

Carried

C. Report 2020-15 Weekend Dispatch Procedure

The President explained that changes made to the weekend dispatch procedure following discussions with the Manager came into effect last weekend. The Manager noted that the new procedure worked fine, there were no emergencies and the drivers called clients according to the procedure. There was only one cancellation on the office voice mail.

The Manager explained that if he is away and unable to respond to drivers who call, he would ask a staff member to fill in for him. He clarified that he does not take calls about rides, only about emergencies and driver illness.

Motion #2020-057

Moved by Scott Mackey; Seconded by Dave Cuyler

That the Board of SMART approve the new weekend dispatch procedure.

Carried

D. 2020-26 Resuming out of Area Medical Rides

The Manager presented the report and the following points were made in the discussion:

- It would be possible to schedule one or two drivers rather than five, but scheduling five gives everyone a rotation. With everyone having a rotation and five drivers each working one day, this will maintain interest in the job, while having no effect on CERB benefits.
- Questions were asked about whether Home and Community Support Services is charged on a full cost recovery basis and whether SMART is subsidizing clients from out of its area. The Manager explained that SMART only takes clients who meet its eligibility criteria and Home and Community Support clients are charged SMART's usual user fee and if they are from South Bruce, for example, which is not part of SMART, they are charged four times the usual fee. Home and Community Support serves all of Grey-Bruce but does not have the capacity to do all the calls they get requests for, so they direct some of this work to SMART. In such cases, SMART bills Home and Community Support, which in turn bills its client. Home and Community Support's fee is lower than SMART's fee and SMART receives the amount that it would normally get from one of its clients when it transports a Home and Community Support client and there is no subsidization.
- Home and Community Support takes clients who are not eligible for SMART and the Manager said that he would like SMART to cover all of Grey-Bruce so that it would relieve Home and Community Support of some of this workload.

Motion #2020-058

Moved by Dave Cuyler; Seconded by Ed McGugan

That the Board direct the Manager to schedule an additional driver each weekday and rotating Saturdays to accommodate medical rides that are out of area.

Carried

E. 2020-27 Health and Safety Policy COVID-19, COVID-19 Driver/Vehicle Protocol & COVID-19 Office Protocol

The President noted that the policy was well done and the Manager thanked the Town of Hanover for providing its policy and allowing it to be adapted to SMART. The following points were made in the discussion:

- As things start to open up, SMART needs to think about what precautions need to be taken such as installing partitions in the office as staff starts to return to work.
- The President informed the Board that Diane Glebe will do a post-COVID-19 report for consideration.
- The vehicle protocol regarding multiple residents from long term care homes is that they wear masks and come from the same floor in the facility, and if this is not the case, another driver and vehicle would have to be brought in. SMART vehicles do not allow for two metres of social distancing.
- Scott Mackey noted that he is on the Long-Term Care Committee for Grey County and residents are maintaining social distancing by being fed in their rooms, amongst other measures, so social distancing is possible in LTC.
- The Manager was asked if SMART is transporting people from facilities with outbreaks of COVID-19. Several Board members expressed concern about this and emphasized the importance of handling issues appropriately in the pandemic. The Board directed the Manager to email or call the Grey Bruce Health Unit for direction on this issue and to then send the response to the Board for a decision. Currently, there are outbreaks at Golden Dawn and Parkview, although the outbreaks are over in other locations.
- The Manager will subscribe to the Grey Bruce Health Unit's COVID-19 update which is issued daily at 3:30 p.m.
- The motion put forward was that the Board approve the policy and direct the Manager to implement it. Following the discussion, the motion was amended to read as follows:

Motion #2020-059

Moved by Doug Bell; Seconded by Beth Hamilton

That the Driver/Vehicle Protocol be amended to delete “unless the multiple clients are coming from the same LTC facility”; that the Office Protocol be amended to stipulate that staff will review daily information from the Grey Bruce Health Unit with respect to outbreaks in LTC facilities and advise clients in facilities with outbreaks that service will not be provided to them, and that the Board approve the Health and Safety Policy COVID-19, the COVID-19 - Driver/Vehicle Protocol as amended and the COVID-19 Protocol – Office as amended, and direct the Manager to implement them.

Carried

F. Report 2020-28 April 2020 Operational

The Manager presented the report, noting that like every other transit system, SMART's business is down 80 – 90% as expected.

Motion #2020-060

Moved by Scott Mackey; Seconded by Warren Dickert

That the Board approve Report 2020-28 April 2020 Operational as presented.

Carried

8. Other Business

A. HR Consultant

The President informed the Board that he has contacted the CAO of the Town of Saugeen Shores who agreed that Diane Glebe be allowed to do the work set out in the proposal. The President added that Ms. Glebe has a good understanding of the need and noted that the first 10 hours of work is for an assessment which would review issues such as hours of work, performance appraisal, job descriptions, and so on, so as to determine what might be lacking and what needs to be done. The proposal outlines a per diem of \$800.00 for an 8 hour day, or \$100/hour. Once the motion is approved, the President will enter into an agreement with Ms. Glebe.

Motion #2020-061

Moved by Scott Mackey; Seconded by Doug Bell

That the Board retain Diane Glebe of Glebe Consulting for 10 hours to conduct an initial assessment of SMART's human resources programs and practices.

Carried

B. Bruce County Presentation

The presentation took place on May 7, 2020 and the President noted that the Manager had done a great job. County Council unanimously supported the forming of a Transportation Task Force which could be up and running sometime in June. The Manager will keep the Board informed of any developments on the matter.

C. Weekend Dispatching

This item was covered in 7 C. above.

9. Closed Session Regarding Labour Relations and Identifiable Individuals

There were no items requiring a closed session.

10. Adjournment

Moved by John Woodbury; Seconded by Dave Cuyler

That the Board of Directors of SMART adjourn at 4:02 p.m.

Carried

Recording Secretary Meeting Attendance

The Recording Secretary attended the following meetings in the second quarter of 2020:

- April 7, 2020
- April 24, 2020
- May 15, 2020
- The Secretary also performed 1.0 hour of work regarding the agenda for the Board's April 24 meeting, to be paid at \$15 per hour.

"Original signed by"

Mike Myatt, President

"Original signed by"

Catherine McKay, Recording Secretary

SAUGEEN MOBILITY
and REGIONAL TRANSIT
Box 40 Walkerton, ON N0G 2V0
519-881-2504 1-866-981-2504

saugeenmobility.ca

GENERAL BOARD MEETING MINUTES

Friday, June 24, 2020, 2:15 p.m.

Board Members Present: Councillor Doug Bell, Municipality of Arran-Elderslie
Councillor Dean Leifso, Councillor, Municipality of Brockton
Mayor Scott Mackey, Township of Chatsworth
Councillor Warren Dickert, Town of Hanover
Councillor Ed McGugan, Township of Huron-Kinloss
Councillor Gerry Glover, Municipality of Kincardine (attending for Dave Cuyler)
Vice-Deputy Mayor Mike Myatt, Town of Saugeen Shores
Mayor John Woodbury, Township of Southgate
Councillor Beth Hamilton, Municipality of West Grey

Board Members Absent: Dave Cuyler

Others Present: Roger Cook, Manager
Catherine McKay, Recording Secretary

The meeting was conducted by teleconference in light of the COVID-19 pandemic.

1. Call to Order

Chair Mike Myatt called the meeting to order at 2:15 pm.

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

None declared.

3. Approval of the Agenda

Motion #2020-062

Moved by Beth Hamilton; Seconded by Dean Leifso
That the agenda for June 26, 2020 be accepted as circulated.

Carried

4. Minutes of the May 15, 2020 General Board Meeting

Motion #2020-063

Moved by Warren Dickert; Seconded by Scott Mackey
That the Board approve and adopt the minutes of the May 15, 2020 General Board Meeting as circulated.

Carried

5. Business Arising from the Minutes

There was no business arising from the Minutes.

6. Correspondence

A. Resolution from the Township of Huron-Kinloss

B. Resolution from the Municipality of Brockton

The Manager spoke to these items, noting that they relate to the issue of SMART moving to the County level. The items were received by the Board for information.

7. Updates

A. Bruce County Transportation Taskforce

The Manager reviewed this item, highlighting that Bruce County intends to establish an Integrated Mobility Planning Committee as a sub-committee to the Transportation and Environment Services Committee, but the County's plan for transportation covers only roads. A process has begun to establish a transportation master plan but without such a plan, the County is limited on the higher government funding it can apply for. The Chair noted that this is good news but there will be no funding without the master plan.

Scott Mackey asked who the members of the Committee are. The Chair said he does not know and went on to note that the Manager should be on the committee, and he would like to see SMART Board members on the master plan committee. Vice-Chair Warren Dickert informed the Chair that he would be willing to join. It was noted however, that the sub-committee has to first hold its initial meeting. Scott Mackey stated that if this committee operates like Grey County, there would be two to three Council members on the committee and then others would be asked to join.

Ed McGugan said that he sits on the Bruce County Accessibility Advisory Committee and he believes that one member would be invited to sit on the Master Plan Sub-Committee for the Bruce County Task Force. He further indicated that he would be interested in sitting as an alternate member.

The Chair asked Board Members to consider whether they would be interested.

B. MPPs Lisa Thompson and Bill Walker

The Chair had reached out to Ms. Thompson and Mr. Walker and received the fairly high level responses included in the meeting materials. He also had a recent discussion with Mr. Walker, and hopes to be able to meet with the MPPs on this matter. There were no further comments from the Board and the correspondence will be filed for future reference.

The Chair asked the Manager to follow up on this matter with a letter in approximately two to three weeks.

The Manager noted that he had spoken to Christine Walker about getting the gas tax funds in a more timely manner, and she said that the Province is under no obligation to do anything in particular about this.

C. New Vehicles

The Manager noted that he ordered the vehicles immediately after the Board gave its approval at the May 15, 2020 meeting. It takes 12 weeks for the vehicles to be delivered, so they should arrive in another six weeks or so, sometime in August.

Plexiglass shields have been installed in vehicles and work okay, although because they are attached to the head rest pole, drivers can have difficulty in putting their seats back, requiring them to also recline the passenger seat behind the driver's seat.

In total, five vehicles were ordered and the plexiglass barriers cost \$500, although they were quoted at \$1,000.

Scott Mackey noted that a school bus company that he knows of is looking at clear plastic shower curtains as barriers, which are inexpensive and easy to install.

The Manager confirmed that drivers continue to follow the COVID-19 protocols including wearing a mask and using hand sanitizer, and clients are being screened on the phone when they call for their ride.

8. Reports and Recommendations

A. Report 2020-30 Operational

The Manager reviewed highlights from the report, noting that the number of rides is down 87.8% from last year, as is the case with all transit systems. A couple of bus trips have been scheduled in July and more requests and calls are coming in, so things seem to be coming back. The weekend calls are working out fine and generally it is quiet, with Saturday being mostly rides for dialysis. There were four or five messages on the answering service on Monday.

Ed McGugan complimented the Manager on the colour graphs which provide a useful comparison from year to year.

Motion #2020-064

Moved by Gerry Glover; Seconded by Doug Bell

That the Board approve Report 2020-30 May 2020 Operational as presented.

Carried

B. Report 2020-31 Staffing

The Manager presented the report. In response to a question from Gerry Glover, the Manager confirmed that the staff are following COVID-19 protocols, and that there is sufficient space at the office to physically distance and staff do a COVID-19 assessment every day.

Beth Hamilton asked what types of calls are coming in, noting that during the pandemic, at first it was only medical and other necessary trips. The Manager explained that calls are almost entirely for medical appointments, with some people going for hair appointments and shopping. Appointments out of the area (e.g. to Kitchener and Toronto) are now being scheduled and take a driver out for the entire day. The Manager explained that the volume of rides is up and some rides are being turned down. The bus trips scheduled in July are out of long term care facilities, to take residents on a ride in the country and they are not shopping trips. The Manager also noted that perhaps a motion is required to provide direction as to what kind of rides SMART should now be doing.

Scott Mackey asked about the bus trips, noting that it is not definite that those in congregate living should be going on bus trips and it may be that only essential travel is now allowed. The Manager said that two trips have been booked, one each by Brucelea Haven and Tiverton Park Manor. The Board provided direction to the Manager to check with the Medical Officer of Health about whether the two bus trips are allowed. He was also encouraged to check with the MOH at every step along the way in dealing with the pandemic, and to keep the Board informed about his contacts with the MOH. John Woodbury suggested that the Manager use email for this communication in order to have documentation. The Manager said that this is his usual practice. The Chair asked the Manager to request a written response from the MOH and forward it to the Board.

Motion #2020-065

Moved by Ed McGugan; Seconded by Gerry Glover

That Board authorize the Manager to bring back additional drivers on a one or two day per week rotation, the Scheduler/Dispatcher on Monday and the Accounts Receivable Clerk for an additional day per week.

Carried

Catherine McKay left the meeting at 2:45 p.m.

9. Closed Session

Motion #2020-066

Moved by Beth Hamilton; Seconded by John Woodbury

That the Board of SMART move into Closed Session at 2:46 p.m. to discuss matters relating to contract negotiations.

Carried

Reconvene in Open Session

Motion #2020-067

Moved by Scott Mackey; Seconded by Doug Bell

That the Board of SMART reconvene in Open Session at 3:06 p.m.. The Chair confirmed that the Board had met in closed session and discussed personnel matters relating to identifiable individuals.

Carried

10. Adjournment

Moved by John Woodbury; Seconded by Dave Cuyler

That the Board of Directors of SMART adjourn at 3:08 p.m.

Carried

Recording Secretary Meeting Attendance

The Recording Secretary attended the following meetings in the second quarter of 2020:

- April 7, 2020
- April 24, 2020
- May 15, 2020
- The Secretary also performed 1.0 hour of work regarding the agenda for the Board's April 24 meeting, to be paid at \$15 per hour.
- June 26, 2020

"Original signed by"

Mike Myatt, President

"Original signed by"

Catherine McKay, Recording Secretary

**REPORT TO: SAUGEEN MOBILITY & REGIONAL TRANSIT BOARD OF DIRECTORS,
MEMBER CAOS, CLERKS AND COUNCILLORS**

FROM: ROGER COOK, MANAGER

DATE: JULY 18, 2019

REPORT: RAC2020-33

SUBJECT: 2020 1st HALF OPERATIONAL REPORT

REPORT:

Please find attached 2020 vs 2019 ridership statistics and 'actual versus budget' financial statistics to June 30, 2020.

The first half of 2020 has been unlike any previous year. Like all transit services, SMART was significantly affected by the Covid-19 pandemic with April and May ridership down nearly 90%. Ridership has begun to recover but is still down 75% most days. Sunday service and weekend dispatch was eliminated in May.

After a strong start to 2020, overall ridership to June 30 is down 51.88% to 7786 rides compared to 16179 rides in 2019, 16407 rides in 2018, 15735 rides in 2017 and 16280 rides in 2016. Average revenue per ride has been \$13.18, up 5.4% from \$12.51 in 2019. All of that decline occurred after March 15.

Ridership in the member areas is down 50.95%.

Individual ridership is down 46.0% to 7043 rides compared to 13044 rides a year ago and 12409 rides in 2018 with user fee revenue down 46.72% to \$98,769 compared to \$185,386 in 2019 and \$180,169 in 2018. Average revenue per individual ride has been \$15.68 compared to \$16.05 in 2019 and \$16.44 in 2018. This would indicate shorter rides on average in keeping with clients staying closer to home.

Group excursion rides have been affected even more and are down 76.3% to 743 versus 3135 in the first half of 2019 with group user fees down 77.21% to \$3,870 compared to \$16,975 in 2019.

The MTO Baseline Local Revenue requirement is now exceeded by municipal contributions. As of June 30, eight of nine municipal partners have paid their 2020 contributions.

Total expenses January to June are down 26% year over year and have come in at 35.62% of total budget compared to 47.33% of budget in 2019, 57.42% in 2018 and 54.53% in 2017.

The gross operational deficit (expenses less user fees) for the first half of 2020 is \$515,769 compared to \$630,658 in 2019, \$655,815 in 2018 and \$576,949 in 2017.

At June 30, the Gas Tax account balance is \$427,503 after paying out the remainder of the 2019 operating deficit. On May 22, the MTO paid out 75% of the 2020 Gas Tax payment of \$710,540 (based on 2018 population and ridership). It is unknown when the remaining 25% will be paid. This funding is down from \$718,815 received in 2019 even though SMART had higher ridership.

SMART has not yet needed to draw on the Gas Tax account for 2020 operational expenses. It is unclear at this time when that will need to happen given the uncertainty of ridership.

SMART has 5 Dodge Caravans ordered and undergoing conversion. These vans were purchased under the Investing in Canadian Infrastructure Program with federal and provincial funding and are expected to be delivered by the end of August. SMART's contribution to this purchase will come from the Gas Tax Reserve account.

While the Covid-19 has seriously affected ridership and operations at SMART it has also allowed SMART to save on operational expenses and stabilize its finances. New vehicles will improve SMART's fleet and some of the older vehicles are being treated to some long needed paint and other improvements.

Clients who are venturing out continue to enjoy a safe and dependable service. There have been no complaints made or concerns raised about the cleanliness of SMART's vehicles. All drivers wear masks when interacting with clients. Clients are required to wear masks unless they cannot for medical reasons and sanitize their hands before boarding a vehicle. Vehicles are sanitized between clients and at the end of each day. Clear barriers are being installed in the Dodge Caravans.

I would like to acknowledge the co-operation and professionalism of all staff members at SMART during this very difficult time. It has been a steep learning curve for everyone and all staff have responded with concern for client safety.

RECOMMENDATION:

I recommend Report RAC2020-33 be approved as presented and be sent to member councils.

Respectfully submitted,



Roger Cook
Manager

RIDERSHIP STATISTICS SUMMARY - 2020 to June 30

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	CHANGE
Arran-Elderslie	234	195	127	10	19	37							622	-39.14%
	128	115	138	220	207	214							1022	
Brockton	320	337	235	99	97	102							1190	-39.72%
	215	231	344	356	416	412							1974	
Chatsworth	157	184	111	58	54	70							634	-33.12%
	113	110	160	174	207	184							948	
Hanover	640	499	308	52	78	92							1669	-56.74%
	659	572	691	636	674	626							3858	
Huron-Kinloss	189	167	81	13	10	16							476	-56.33%
	125	121	237	211	206	190							1090	
Kincardine	265	192	122	20	23	54							676	-64.99%
	225	263	263	300	509	371							1931	
Saugeen Shores	457	480	295	26	40	86							1384	-56.08%
	474	463	577	572	579	486							3151	
Southgate	120	88	69	27	26	40							370	4.23%
	20	63	58	58	90	66							355	
West Grey	218	196	141	49	48	111							763	-50.45%
	206	208	346	293	232	255							1540	
SUB-TOTALS	2600	2338	1489	354	395	608	0	0	0	0	0	0	7784	-50.95%
	2165	2146	2814	2820	3120	2804	0	0	0	0	0	0	15869	
OTHER	0	2	0	0	0	0							2	
	0	0	0	0	0	0							0	
HCSS - out of area	0	0	0	0	0	0							0	
	20	20	24	20	23	25							132	
Grey-Bruce STS	0	0	0	0	0	0							0	
	0	0	0	2	114	62							178	
TOTALS	2600	2340	1489	354	395	608	0	0	0	0	0	0	7786	-51.88%
	2185	2166	2838	2842	3257	2891	0	0	0	0	0	0	16179	

SAUGEEN MOBILITY

and REGIONAL TRANSIT

2020 OPERATIONAL BUDGET vs ACTUAL as at June 30, 2020

	2019 at Jun 30	2020 at Jun 30	2020 vs 2019	BUDGET 2020	ACTUAL vs BUDGET 50.00%
Individual Rides	13044	7043	53.99%	24000	29.35%
Group Rides	3135	743	23.70%	7450	9.97%
REVENUE					
Municipal funding					
Arran-Elderslie	\$ 48,466.48	\$ 51,155.61	105.55%	\$ 51,155.61	100.00%
Brockton	\$ 86,385.28	\$ 98,535.79	114.07%	\$ 98,535.79	100.00%
Chatsworth	\$ 40,028.70	\$ 30,000.00	74.95%	\$ 50,221.57	59.74%
Hanover	\$ 137,054.90	\$ 150,546.05	109.84%	\$ 150,546.05	100.00%
Huron-Kinloss	\$ 52,893.83	\$ 54,836.86	103.67%	\$ 54,836.86	100.00%
Kincardine	\$ 78,891.88	\$ 98,364.90	124.68%	\$ 98,364.90	100.00%
Saugeen Shores	\$ 113,984.28	\$ 131,833.61	115.66%	\$ 131,833.61	100.00%
Southgate	\$ 26,332.17	\$ 32,838.79	124.71%	\$ 32,838.79	100.00%
West Grey	\$ 75,962.48	\$ 81,666.82	107.51%	\$ 81,666.82	100.00%
Sub-total	\$ 660,000.00	\$ 729,778.43	110.57%	\$ 750,000.00	97.30%
Municipal contracts					
User fees - Individuals	\$ 185,373.15	\$ 98,769.25	53.28%	\$ 342,500.00	28.84%
User fees - Group Excursions	\$ 16,975.50	\$ 3,870.00	22.80%	\$ 37,500.00	10.32%
User fees - School Transportation	\$ -	\$ -		\$ -	
Donations	\$ 2,043.80	\$ 1,900.00	92.96%	\$ 4,000.00	47.50%
Other	\$ 642.09	\$ 280.04	43.61%	\$ 2,000.00	14.00%
NET LOCAL REVENUE	\$ 865,034.54	\$ 834,597.72	96.48%	\$ 1,136,000.00	73.47%
MTO BASELINE 'EXPENDITURE'	\$ 496,004.00	\$ 505,924.00	102.00%	\$ 505,924.00	
EXPENSES - net of HST					
Audit - not an eligible MTO expense	\$ -	\$ -		\$ 19,000.00	
Advertising & Website	\$ 5,264.07	\$ 160.52	3.05%	\$ 4,000.00	4.01%
Bad debts & Collection	\$ 997.35	\$ 105.22	10.55%	\$ 4,000.00	2.63%
Bank charges	\$ 1,266.42	\$ 907.25	71.64%	\$ 2,000.00	45.36%
Credit/Debit Card charges	\$ 1,006.67	\$ 922.28	91.62%	\$ 2,000.00	46.11%
Interest	\$ 1,512.07	\$ 101.77	-6.73%	\$ 2,000.00	-5.09%
Insurance - liability & property	\$ 3,260.34	\$ 3,634.18	111.47%	\$ 6,000.00	60.57%
Legal	\$ -	\$ -		\$ 3,000.00	
Membership fees	\$ 2,522.63	\$ -		\$ 2,500.00	
Driver Training, Apparel, Misc	\$ 1,781.73	\$ 709.21	39.80%	\$ 7,000.00	10.13%
Covid-19 Pandemic Supplies	\$ -	\$ 3,721.04			
MTO Liason	\$ -	\$ -		\$ 8,000.00	
Office Supplies & Postage	\$ 10,184.27	\$ 5,228.12	51.34%	\$ 16,500.00	31.69%
Office Rent	\$ 3,127.74	\$ 6,965.40	222.70%	\$ 15,000.00	46.44%
Telephones	\$ 15,930.65	\$ 15,760.75	98.93%	\$ 30,000.00	52.54%
Computer System	\$ 6,576.65	\$ 6,605.41	100.44%	\$ 30,000.00	22.02%
Travel, Meals, Parking, etc	\$ 1,452.71	\$ 797.56	54.90%	\$ 3,000.00	26.59%
Vehicles					
Fuel - cost less federal rebate	\$ 85,468.63	\$ 56,445.06	66.04%	\$ 168,000.00	33.60%
Insurance	\$ 27,202.78	\$ 30,890.50	113.56%	\$ 53,000.00	58.28%
Licenses	\$ 50.00	\$ 51.00		\$ 6,000.00	
Maintenance	\$ 54,629.14	\$ 54,829.03	100.37%	\$ 106,000.00	51.73%
Wages & Benefits					
Group Benefit Plan	\$ 15,974.46	\$ 27,508.89	172.21%	\$ 48,000.00	57.31%
Drivers	\$ 415,639.63	\$ 261,490.97	62.91%	\$ 825,000.00	31.70%
Office	\$ 118,978.22	\$ 102,684.36	86.31%	\$ 250,000.00	41.07%
Statutory Benefits & EHT	\$ 63,037.38	\$ 39,093.40	62.02%	\$ 126,000.00	31.03%
NET EXPENSES	\$ 835,863.54	\$ 618,408.38	73.98%	\$ 1,736,000.00	35.62%
NET OPERATING SURPLUS (DEFICIT)	\$ 29,171.00	\$ 216,189.34		-\$ 600,000.00	
Provincial Gas Tax Funding - operating	\$ -	\$ -		\$ 600,000.00	
NET SURPLUS (DEFICIT)	\$ 29,171	\$ 216,189		\$ -	

2020 Amortization of Capital Assets will be approximately \$200,000

From: cao@arran-elderslie.ca
To: arran@arran-elderslie.ca; Chesley@arran-elderslie.ca; deputymayor@arran-elderslie.ca; elderslie@arran-elderslie.ca; mayor@arran-elderslie.ca; "Melissa Kanmacher"; tara@arran-elderslie.ca
Cc: [Christine Fraser-McDonald](mailto:Christine.Fraser-McDonald)
Subject: FW: News Release: MPP Walker welcomes additional support for farmers
Date: July 17, 2020 11:52:40 AM
Attachments: [image003.png](#)

Bill Jones, CAO/Clerk
Municipality of Arran-Elderslie
1925 Bruce Rd 10
Chesley, Ontario
N0G 1L0
519-363-3039 ext 118
cao@arran-elderslie.ca

From: Walker, Bill <bill.walker@pc.ola.org>
Sent: Friday, July 17, 2020 10:23 AM
To: Fell, Chris <chris.fell@pc.ola.org>
Subject: News Release: MPP Walker welcomes additional support for farmers



For Immediate Release
July 17, 2020

MPP Walker welcomes additional support for farmers

OWEN SOUND – Bruce-Grey-Owen Sound MPP Bill Walker is welcoming the government’s action to expand the Risk Management Program (RMP) a year earlier than planned by \$50 million for a total of \$150 million annually. This funding supports farmers with unforeseen challenges such as fluctuating market prices, extreme weather events like flooding or drought, and disease.

The announcement was made on July 16 by Premier Doug Ford, and Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs.

Approximately 80 per cent of eligible commercial production in the cattle, hog, sheep, veal, grains and oilseeds, and edible horticulture sectors in Ontario is covered by the provincial Risk Management Program.

The increased investment in the Risk Management Program is in addition to a \$15 million Enhanced Agri-food Workplace Protection Program. Farmers and other operations have access to cost-share funding to help enhance health and safety measures for employees, such as purchasing personal protective equipment, medical testing equipment, enhanced cleaning and disinfection, and temporary or permanent modifications to

enhance physical distancing. Support is also available for farmers who experience unexpected costs for housing and transportation as a result of a COVID-19 outbreak on their farm.

“I want to thank Minister Hardeman for his commitment to working with our farmers and providing the best support possible for our producers to help them manage challenges beyond their control,” said Walker. “Our expansion of funding for the RMP follows many other actions to support the agri-food sector and to do everything necessary to keep our food supply system working at full-strength during this time of the COVID-19 outbreak. Thank you to the members of the local agricultural community for their feedback and for their contributions.”

QUICK FACTS

- Applications for the Risk Management Program reopened on July 16 to allow eligible farmers the opportunity to apply to the program. The deadline to apply closes at midnight on July 30th, 2020.
- Producers should contact the Ministry of Agriculture, Food and Rural Affairs’ delivery agent, Agricorp, to enroll in the Risk Management Program and AgriStability or to discuss their individual files.
- In response to COVID-19, the federal and Ontario governments have added labour as an insured risk to Production Insurance for the 2020 growing season.
- Canada and Ontario have also announced up to \$10 million of support for beef and pork sectors through AgriRecovery.
- Ontario has an estimated 49,600 farms that contribute an estimated \$7.6 billion annually to the province’s economy.

BACKGROUND INFORMATION

[Farmers Support Expanded Risk Management Program](#)

-30-

CONTACT: Chris Fell | chris.fell@pc.ola.org | 519-371-2421

From: cao@arran-elderslie.ca
To: [Christine Fraser-McDonald](#)
Subject: FW: News Release: MPPs Walker and Thompson pleased with federal approval for transit project
Date: August 5, 2020 12:41:01 PM

Correspondence

Bill Jones, CAO/Clerk
Municipality of Arran-Elderslie
1925 Bruce Rd 10
Chesley, Ontario
N0G 1L0
519-363-3039 ext 118
cao@arran-elderslie.ca

From: Walker, Bill <bill.walker@pc.ola.org>
Sent: Wednesday, August 5, 2020 12:35 PM
To: Fell, Chris <chris.fell@pc.ola.org>
Subject: News Release: MPPs Walker and Thompson pleased with federal approval for transit project



For Immediate Release
August 5, 2020

MPPs Walker and Thompson pleased with federal approval for transit project

OWEN SOUND - Bruce-Grey-Owen Sound MPP Bill Walker and Huron-Bruce MPP Lisa Thompson are pleased the federal government has approved its share of funding for a local transit project.

This week, Ontario received additional approval from the federal government to move forward with a transit infrastructure project for Saugeen Mobility and Regional Transit (SMART), which provides services in Aaran-Elderslie, Brockton, Chatsworth, Hanover, Huron-Kinloss, Kincardine, Saugeen Shores, Southgate and West Grey.

“I’m excited to finally receive federal government approval on this and other transportation infrastructure projects Ontario nominated last July,” said Walker. “This investment means the SMART can move forward with the purchase of specialized transit buses to serve the community.”

“The onset of the COVID-19 pandemic has brought instability and uncertainty, but important investments in infrastructure, such as the ones being announced today, will help kick start our local economies,” said Thompson.

This announcement of more than \$250,000 will help fund the purchase of specialized transit buses and will

result in the replacement of 11 buses in the region. It is in addition to the \$2.1 million of provincial funding recently announced towards the reconstruction and rehabilitation of four road and bridge projects in Bruce-Grey-Owen Sound and more than \$2.9 million for projects in Huron-Bruce.

Projects approved in Bruce-Grey-Owen Sound:

West Grey – replacement of Lantz Bridge (Bridge 28). Provincial funding: \$465,620.10. Grey County – Grey Roads 3 and 4 roundabout construction. Provincial funding: \$606,606. Arran Elderslie – Replacement of Soper’s Bridge, Structure A25. Provincial funding: \$267,639.90. Chippewas of Nawash Unceded First Nation – Phase 2: Roads and Culvert Flood Damage repair/reconstruction. Provincial funding: \$768,320.28.

Projects approved in Huron-Bruce:

Town of Saugeen Shores McEwing Bridge Replacement. Provincial funding: \$792,430. Bruce County Country Road 6 East A. Provincial funding: \$1,584,541 Municipality of Brockton Replacement of Bridge 0013. Provincial funding: \$534,696.

These projects are amongst the 144 projects nominated to the federal government for funding approval via the Rural and Northern stream of the Investing in Canada Infrastructure Program or ICIP last summer.

The Ontario government is committed to working in collaboration with its federal counterparts and municipal partners to secure more funding approvals for the over 350 projects nominated to the federal government via ICIP.

“I am excited to see this funding approved for investments in Bruce – Grey – Owen Sound. SMART has a huge impact on our rural communities, and provides a vital transportation service to so many,” said Bruce-Grey-Owen Sound MP Alex Ruff. “I am proud to work with my counterparts in other levels of government to see these investments improve accessibility in our riding.”

QUICK FACTS

- The Investing in Canada Infrastructure Program is a 10-year program that provides up to \$30 billion in federal, provincial and local investments in communities across the province. Funding will be distributed between four streams:
 - Rural and Northern
 - Public Transit
 - Green
 - Community, Culture and Recreation
- Ontario’s share per project will be up to 33.33 per cent, or about \$10.2 billion spread across the four streams.

ADDITIONAL RESOURCES

[Ontario Builds](#)



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRCLK.20.13

SUBJECT: Tile Drain Loan Application – Larry McDonald

RECOMMENDATION:

Be It Resolved:

- 1) That SRCLK.20.13 be received – Tile Drainage Loan Application – MacDonald, with the estimated cost of the drainage system in the amount of \$68,000.00 for Part Lot 32, Concession 9, geographic Township of Elderslie, Roll Number 4103-380-002-23600, subject to the availability of funds allocated by the Province of Ontario for tile drainage purposes; and
- 2) This project has been completed. The actual cost is \$57,000.00 and the loan amount will be \$43,100.00.

Submitted by:

Reviewed by:

Original Signed by

Original Signed by

Christine Fraser-McDonald
Deputy Clerk

Bill Jones
CAO/Clerk

BACKGROUND:

An application has been received for a loan under the Tile Loan Program.

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 in a municipality in Ontario planning to install a tile drainage system on their agricultural land are eligible for a tile loan under this program.

All tile loans have 10-year terms, and repayments are made annually. Landowners are eligible for a loan of up to 75% of the value of the tile drainage

work, but the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and the local municipality may have policies that further restrict the total dollar amount of any loan in any given year. The provincial government sets the program interest rate at a competitive level. This rate is fixed for the full term of the loan, regardless of changes in market interest rates. The interest rate is calculated annually, not semi-annually, as is done by most financial institutions.

The application process is quite simple. Loan application forms must be submitted to the municipal 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 a fee is charged for this inspection. Once a month, the municipality prepares loan documents to send to OMAFRA in the amount of all the loans for that month. After processing these documents, OMAFRA issues a cheque to the municipality, which distributes the loan funds to each individual applicant.

The municipality collects the loan repayments from the owner and remits them to OMAFRA. The loan can be repaid in full at any time.

The Ministry of Agriculture, Food and Rural Affairs has provided details of the Tile Loan Program for the 2020/2021 fiscal year. Tile loans are available at a 6% interest rate for a ten-year term. The maximum amount of loan available to an individual farmer in one year has been maintained at \$50,000.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

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. 12-2014, which authorizes the Municipality to borrow money for the construction of drainage works, has a remaining balance of \$184,900.00.

An \$85.00 administration-inspection fee will be charged for the applications in accordance with the fees and service charges by-law.

CONCLUSION:

Staff recommends that Council approve the request for the tile drain loan subject to approval of funding by the Province of Ontario and adopt the recommendation in this report.

Appendices: None

The Corporation of the Municipality of Arran-Elderslie
Schedule 'A' to By-law Number 49-2020

Property Owner Information*				Description of Land Parcel to Which the Repayment Charge Will be Levied				Proposed date of loan (YYYY-MM-DD)	Sum to be loaned \$	Annual rate to be imposed \$
Larry Alexander McDonald	0	0		Lot: 32	Con: 9			2020-Sep-01	\$ 43,100.00	\$ 5,855.91
-	-	-	-							
24 Concession 6		Chesley	ONT	Roll #: 4103	380	003	23600			
0	0	0		Lot:	Con:					
-	-	-	-							
				Roll #:						
0	0	0		Lot:	Con:					
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				Roll #:						
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-	-	-	-							
				Roll #:						
0	0	0		Lot:	Con:					
-	-	-	-							
				Roll #:						
0	0	0		Lot:	Con:					
-	-	-	-							
				Roll #:						

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

TOTAL *	\$ 43,100.00	\$ 5,855.91
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MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRCLK.20.14

SUBJECT: Emergency Protective Services Facility Agreement – Bruce Power

RECOMMENDATION:

Be It Resolved:

- 1) That SRCLK.20.14 be received – Emergency Protective Services Facility Agreement – Bruce Power; and
- 2) That Council hereby approve the Emergency Protective Services Facility Agreement for the municipal fire service to use the Bruce Power Emergency Protective Services Training Facility as presented; and
- 3) That the necessary by-law be prepared to authorize the Mayor and Clerk-Administrator to execute the Emergency Protective Services Facility Agreement with Bruce Power L.P.

Submitted by:

Reviewed by:

Original Signed by

Original Signed by

Christine Fraser-McDonald
Deputy Clerk

Bill Jones
CAO/Clerk

BACKGROUND:

Staff have received a request from the Fire Chiefs to have the Mayor and Clerk sign a Fire Training Facility Rental Agreement from Bruce Power to have a training weekend at the Fire Training Facility located on their site. Bruce Power has opened up the use of their Emergency Protective Services Fire Training Facility to all Bruce County Fire Departments for the 2020 Bruce County Fire Mutual Aid Associations annual County Fire School which has been scheduled from October 24 and 25, 2020.

COMMENTS:

All three stations (Chesley, Paisley and Tara-Arran Fire will be participating in this training.

Bruce Power requires the Municipality to sign a Fire Training Facility Rental Agreement each time the Fire Departments use their training facility.

A copy of the agreement for the Municipality for the 2019 County Fire School is attached for your review and approval.

Staff contacted our insurance company to review the attached agreement. The insurance company responded back indicating that the municipality has the required insurance in place and that the underwriter has confirmed that they may offer a waiver of subrogation as per the agreement.

The insurance company however caution the municipality that Section 4 has very strong waiver of liability in favour of Bruce Power. This means that if anything does go wrong, Bruce Power will not be held responsible even though it is their facility and they will be overseeing the activity. Normally the insurance company would recommend that the municipality push back on such strong wording, however given the importance of emergency services training the insurance company is leaving this to Municipality's discretion.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

There is no cost associated as the Firefighters insurance is provided as per FPPA but this agreement eliminates Bruce Power's liability.

CONCLUSION:

Staff recommends that Council approve the recommendation in this report.

Appendices:

A – Fire Training Facility Rental Agreement

FIRE TRAINING FACILITY RENTAL AGREEMENT

BETWEEN

BRUCE POWER L.P.

-and

Municipality of Arran-Elderslie

(the “Crew”)

Effective Date: October 24 and 25, 2020

RECITALS:

- I. The Crew wishes to make use of Bruce Power’s fire training facility (including equipment located therein) (the “**FTF**”), situate on the Bruce site, located at 177 Tie Road, Tiverton, Ontario (the “**Site**”).
- II. The Crew wishes to perform certain training exercises and activities necessarily related thereto (the “**Activities**”).
- III. Bruce Power wishes to make available the FTF to the Crew for purposes of performing or otherwise participating in the Activities.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the terms and conditions of this rental agreement.

1. General Obligations of the Crew

1.1. Compliance

Crew shall make use of the FTF in accordance with all applicable laws, and all Site rules prescribed by Bruce Power, including all applicable safety procedures.

1.2. Security Clearance

(a) The Crew shall:

- (i) permit Bruce Power Emergency Protective Services (“**EPS**”) to examine or search vehicles, equipment, tools and materials brought to or removed from Site. If requested, the Crew shall deposit with the EPS officers an itemized list of all such equipment, tools, and materials at the time such items are brought to the Site. The list will be used by EPS officers when checking such equipment, tools, and materials into and out of the Site; and
- (ii) comply with all other safety and security procedures and shall permit EPS officers to perform reasonable and customary security/background checks on each member of the Crew entering the Site.

1.3. Licenses and Certificates

The Crew is responsible for obtaining and complying with all licences, permits, and certificates necessary for its performance of or participation in the Activities at the FTF.

2. Scheduling and Fees

- 2.1. Bruce Power shall permit the Crew to perform and otherwise participate in the Activities on, 2020 to, 2020.
- 2.2. The Crew shall be entitled to perform and otherwise participate in the Activities at the FTF without obligation to pay any cost or fees associated with the use thereof.

3. Not Applicable

4. Relationship

- 4.1. The execution of this rental agreement for the FTF does not constitute an employer - employee arrangement, a partnership agreement, joint venture or agency relationship between the parties. The Crew, including all employees, representatives, invitees, and agents, shall not have any rights to participate in any benefit plan or other employment benefits generally enjoyed by Bruce Power employees.
- 4.2. For certainty, the Crew acknowledges and agrees that it will be solely responsible for complying, at its expense, with all applicable provisions of workers’ compensation laws (including supplying Bruce Power with Workers’ Safety and Insurance Board (“**WSIB**”) clearance certificates), social security laws, unemployment compensation laws, and all other

applicable federal, provincial, foreign and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers.

- 4.3. WSIB clearance certificates, together with a list of workers' compensation registration numbers for all of the Crew's workers performing or otherwise participating in the Activities at the FTF, shall be provided to Bruce Power prior to Crew access to the Site. Failure to provide valid clearance certificates shall result in the Crew being prohibited from entering the Site and using the FTF.

5. Qualified Personnel and Control of Site

- 5.1. The Crew shall not permit anyone to attend the Site and the FTF or perform or otherwise participate in the Activities who is not suitably skilled and qualified in the tasks to be undertaken during the Crew's use of the FTF.
- 5.2. For certainty, the Crew acknowledges and agrees that Bruce Power shall at all times maintain operational control of the Site and the FTF and may remove any individual from the Site or the FTF at its sole and unfettered discretion.

6. Insurance

- 6.1. The Crew shall provide and maintain in full force and effect with financially responsible insurance carriers acceptable to Bruce Power, or with the appropriate government agency, the following insurance which shall take effect no less than five (5) days prior to arrival to the Site and shall remain in effect until all Activities are complete and the Crew has left the Site:
 - (a) the Crew shall carry a commercial general liability insurance policy with limits of at least five million dollars (\$5,000,000) inclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence, which policy will specifically include but not be limited to the following where applicable:
 - (i) blanket contractual liability;
 - (ii) damage to property on Site including loss of use thereof;
 - (iii) pollution liability coverage on a time element detection and reporting basis;
 - (iv) employer's liability (including disability coverage);
 - (v) tenant's legal liability;
 - (vi) non-owned automobile liability; and
 - (vii) broad form property damage;
 - (b) the Crew will pay all premiums as required under the *Workplace Safety and Insurance Act, 1997* (Ontario) or similar applicable legislation covering all persons employed by the Crew in relation to the performance of or participation in the Activities. For U.S. employees, appropriate State Workers Compensation must be carried including

Employer's Liability for a minimum limit of one million dollars (\$1,000,000) U.S., with a foreign coverage endorsement; and

- (c) the Crew shall carry, automobile liability insurance covering all licensed motor vehicles owned, rented or leased and used in connection with the Activities, which insurance will cover (A) bodily injury and property damage liability to a combined inclusive minimum limit of two million dollars (\$2,000,000) per incident and (B) mandatory accident benefits.

6.2. Certificates of Insurance:

- (a) Prior to arrival to the Site, the Crew will supply to Bruce Power a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required hereunder are in effect and that the coverages will not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without thirty (30) days advance written notice by registered mail, or courier, receipt required, to: Bruce Power, Insurance Department, 177 Tie Road, P.O. Box 1540, B10 Tiverton ON N0G 2T0.
- (b) Failure of Bruce Power to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Bruce Power to identify a deficiency from evidence provided will not be construed as a waiver of the Crew's obligation to maintain such insurance.
- (c) The acceptance of delivery by Bruce Power of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Bruce Power that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6.3. All deductibles will be to the account of the Crew.

6.4. With the exception of automobile liability insurance, all insurance policies noted above will specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Bruce Power.

6.5. Other than the limit set out in section 6.1(b), all limits in this section 6 are expressed in Canadian dollars.

6.6. A waiver of subrogation will be provided by the insurers to Bruce Power and the Crew.

6.7. All insurance policies which the Crew is required to carry will name Bruce Power as an additional insured and will contain a cross liability clause and a severability of interests clause.

6.8. The Crew will provide Bruce Power with certified copies of insurance policies upon request.

6.9. Coverage provided for Bruce Power will not be invalidated or vitiated by actions or inactions of others.

7. Confidentiality

Each party shall maintain the terms of this rental agreement in confidence and shall protect the confidential information of the other in strict confidence to at least the same extent that it maintains and protects the confidentiality of its own confidential information.

8. Personal Information

- 8.1. Each party shall treat all personal information of the other party's employees, agents, directors, officers, and contractors and all other personal information collected by or on behalf of the other party and disclosed to it, with respect to the rental agreement, in accordance with all applicable laws including all applicable Canadian and Ontario privacy laws. Each party shall comply with all reasonable instructions given by the other party from time to time in relation to such personal information. Such personal information of Bruce Power shall not be transferred outside of Ontario without Bruce Power's prior written consent.
- 8.2. The Crew agrees that personal information of the Crew's employees present at the Site or the FTF such as photographs and videotape recordings and other recordings of the images of such personnel by Bruce Power may be used, stored and disclosed by Bruce Power for reasonable business and/or security purposes including displaying such images in Bruce Power safety videos and other internal and external publications and shall obtain all consents from such individuals necessary to permit same prior to permitting them to access the Site or the FTF.

9. Termination for Convenience

Notwithstanding any other provision in this rental agreement, Bruce Power may terminate the rental agreement at any time for convenience, with such termination effective upon Crew's receipt of the termination notice or as otherwise specified in the notice of termination.

10. Indemnity and Waiver of Liability

- 10.1. The Crew understands and accepts the following:
 - (a) performance of or participation in the Activities may involve physically demanding activities, which may include the use of heavy equipment and tools;
 - (b) there are risks to health and safety inherent in the Activities, including the risk of personal injury, injury to personal property, equipment malfunction, or negligent or otherwise improper instruction and supervision by Bruce Power L.P. during the performance of or participation in the Activities or occupancy and use of the FTF; and
 - (c) Bruce Power L.P. makes no representation or warranty as to the condition and fitness for purpose of the FTF.
- 10.2. The Crew releases and forever discharges Bruce Power L.P., its general and limited partners and each of their respective (i) officers; (ii) directors; (iii) partners; and (iv) shareholders. ("**Bruce Power Group**") of and from all liabilities, actions, causes of action and claims of every nature and kind whatsoever arising out of any loss, damage, harm or injury or damage to person or property during the performance of or participation in the Activities or

occupancy and use of the FTF, including where such loss, damage, harm or injury arises as a result of the error, negligence or other fault of the Bruce Power Group.

11. General

11.1. Entire Agreement and Enurement

This rental agreement constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns. Any terms or conditions quoted or offered by the Crew are void and of no effect whatsoever.

11.2. Amendment and Waiver

This rental agreement may not be modified unless agreed to in writing by both parties. Any consent by a party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.

11.3. Governing Law

This rental agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein (without regard to any principles of conflicts of laws) and shall be treated in all respects as an Ontario contract.

11.4. Severability

If any part of this rental agreement is held to be unenforceable or invalid, it will be severed from the rest of this rental agreement, which shall continue in full force and effect.

11.5. Notices

All notices pertaining to this rental agreement shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. If given by facsimile or other means of electronic transmission, notice shall be deemed to have been received on the business day following the sending, or if delivered by hand or courier, at the time it is delivered to the applicable address. Either party may, by written notice to the other, change its respective representative or the address to which notices are to be sent. Any notice shall be addressed to the other party as follows:

If to Bruce Power:

Bruce Power L.P.
Bldg. B10, P.O. Box 1540
177 Tie Road
Municipality of Kincardine
R.R. #2
Tiverton, Ontario
N0G 2T0

Attention: General Counsel
Facsimile: (519) 361-4333

If to the Crew:

None.

11.6. Survival

All terms and conditions of the rental agreement which, by their nature, extend beyond termination or expiry of the rental agreement shall survive such termination or expiry in accordance with their terms.

11.7. Dispute Resolution

All disputes shall be resolved by binding arbitration in accordance with the *Arbitration Act 1991* (Ontario).

11.8. Rights and Remedies

The rights, powers and remedies of the parties in the rental agreement are cumulative and in addition to and not in substitute for any right, power or remedy that may be available under law, equity, statute, common law or otherwise.

11.9. Nuclear Liability

Bruce Power's general partner, Bruce Power Inc., is an operator under the *Nuclear Liability and Compensation Act* (Canada) and, as such, has absolute and exclusive liability for any damage resulting from a nuclear incident at the Bruce Power Nuclear Generating Station, all in accordance with, and subject to any exceptions set forth in, the *Nuclear Liability and Compensation Act* (Canada) or any successor nuclear liability legislation.

11.10. Execution by Fax and Email

This rental agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

[Remainder of page intentionally left blank]

Each party has, by its duly authorized representative, executed this rental agreement on the date first noted above.

Municipality of Arran-Elderslie

BRUCE POWER L.P., by its General Partner,
Bruce Power Inc.

Per: _____

Per: _____

Name: Bill Jones

Name: _____

Title: CAO/Clerk

Title: _____

Per: _____

Name: _____

Title: _____



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL

August 10, 2020

SRCAO/CLK.20.20

SUBJECT – Office Closure and Council Meeting Update

RECOMMENDATION:

Be It Resolved

- 1) That Council receive SRCAO/CLK.20.20. as information; and
- 2) That Council provide direction regarding office closure status and upcoming Council meetings

Submitted by:

Bill Jones

Bill Jones
CAO/Clerk

BACKGROUND:

Office Closure Update:

In mid-March, the Municipality closed its Municipal Office to the public and commenced a “work from home” plan. Almost all of the 13 staff members have been performing their duties primarily from home. There is one staff person at the office every day to check mail, run errands and clean. The public can still access all staff via email or phone (phone calls are answered by front desk staff via cell phone from home and then messages are forwarded to staff for response). Most staff do work at the office one day a week or pop in occasionally throughout the week to pick up mail or perform tasks that can’t be done remotely.

Almost all municipal services continue to operate smoothly with the exception of some recreation programs, which are limited due to provincial regulations. Building

Department, Public Works, Treasury, Licencing, Cemeteries, Water/Sewer, Waste Management, Economic Development, and Planning are all fully operational. It is important to note that while Recreation has been impacted, staff are still maintaining parks, campground, prepping facilities for reopening, etc.

Staff have proven time and time again how creative and accommodating they can be, by making sure ratepayers receive the information or documentation they require in a timely manner. There is no doubt that technology has made all of this possible. The use of VPN's, hotspots, zoom meetings, e-mail, internet, cell phones, etc. have provided staff with the tools necessary to work remotely and efficiently. That said, the Municipality still offers walk-in services though "drop boxes" in the front kiosk, for those residents who do not have access or are not comfortable with technology

With the phased reopening of the Province, many organizations are starting to discuss their reopening plans. Reopening is not an easy decision for the following reasons:

- 1) Covid still exists and as a Corporation, we want to reduce exposure as much as possible for our employees and citizens;
- 2) The Municipality has found efficient and productive ways to service its residents remotely

That said, globally, there is an inherent desire to resume some sense of normalcy when faced with months of restrictions. I can assure Council, staff and the public, that when the Municipal Office does reopen to the public, all safety precautions/protocols will be in place to help prevent the spread of Covid.

Health professions are very clear that the only way this global pandemic will end is by way of a vaccine. Currently, experts are predicting a vaccine could be available this winter, but there is currently no approved vaccine available. Until a vaccine is available, Covid restrictions/best practices will remain.

Several Municipalities in Grey Bruce have already opened their doors to the public, but every municipality is doing it differently. Some are requiring appointments, limiting numbers, pre-screening, offering reduced hours to allow for additional cleaning protocols and some have not reopened as of yet. All of these solutions have merit and it shows that everyone is trying to operate safely, albeit differently.

As CAO/Clerk for this organization, I continually ask the question; "What services are we not providing during the office closure?" The fact is, other than services that the Province is restricting (Recreation), the answer is, none! Yes, it might take a bit more time for service delivery within some departments, but the service is always provided. I can also advise Council that staff are not receiving many inquiries about reopening the office from residents.

Ultimately, Council is accountable to its constituents and as Councillors, you hear from them regularly. Perhaps residents have inquired about the office reopening directly to

you and if so, that might also impact your decision. Regardless of what's decided today, the health and safety of staff and the public will remain everyone's top priority.

Councils options are as follows:

- 1) Plan for a full office reopening to the public in September with protections in place such as,
 - a. Mandatory face coverings in public areas of the office
 - b. Shields installed at front counter
 - c. Disinfectant protocols
 - d. Social distancing
 - e. Limit the number of public in the building at same time.

Or

- 2) Plan for partial reopening of the office in September (two days per week) where 50% of the staff work Tuesday and 50% work Thursday with the above-mentioned protections in place. This concept keeps staff in two separate "Covid work bubbles", in case there is an outbreak, we can maintain business continuity and still allows for the doors to remain open.

Or

- 3) Maintain status quo "closed to the public" have staff continue to provide services remotely and re-evaluate potential office reopening on a monthly basis.

Council Meetings Update:

Background: Since mid-March, Council has been holding meetings via teleconference calls. This system has served the municipality well and has allowed business to continue during Covid. Typically, the Chair has been attending the meeting in person along with the CAO/Clerk, Deputy Clerk and Treasurer. Other staff do attend in person from time to time. Council typically selects a mover and seconder and staff deliver resolutions to them after the meeting for signatures. This arrangement allows for adequate social distancing and limits the number of people in contact with fellow Councillors and staff at the Municipal Office.

Moving forward Council can consider:

- 1) Having all members of Council and staff, along with members of the public in the chambers, would be difficult to meet social distancing protocols. If Council was to attend meetings in person, it would best consider another location for meetings, such as one of the community centers.
- 2) As an interim step, Council could also consider having three (3) Councillors attend each meeting along with the Chair and alternate the Councillors every other meeting. This would provide adequate space for Council and allow room for staff and the public.

- 3) Status quo could also continue as Arran-Elderslie has been able to run meetings via telecon successfully for several months.

Lastly, staff are currently receiving training on EScribe meeting software and should be able to implement the package this fall. An add on feature to EScribe is Video Meeting Manager. This solution would make our meetings visually accessible to literally everyone from the comfort of their homes as well as address and security concerns raised with platforms like zoom. The video can also be viewed anytime day or night and is time stamped to each agenda item. Staff can obtain a cost from EScribe for their Video Meeting Manager software and update Council at an upcoming meeting.

COMMENTS:

None

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

Financial impacts are minimal with any of the options discussed.

APPENDICIES:

None



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRCAO/CLK.20.22

SUBJECT – INFORMAL RESIDENTIAL CARE FACILITIES AND SERVICES BYLAW

RECOMMENDATION:

Be It Resolved that Council receive SRCAO/CLK.20.22. as information.

Submitted by:

Bill Jones

Bill Jones
CAO/Clerk

BACKGROUND:

At the July 13th Council meeting, the draft “Informal Residential Care facilities and Services” bylaw was reviewed as part of a staff report on the same topic. I have since had the draft bylaw reviewed by our Solicitor and he has made the following change to the bylaw.

Change: Added additional language on enforcement and penalties, including the additional Municipal Act enforcement options including Orders. Note also that section 447.1 of the Municipal Act is a powerful tool that can be used to close any premises for health and safety reasons.

The revised Bylaw is on today's agenda for council's consideration.

COMMENTS:

None

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

None

APPENDICIES:

None

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 47-2020

A by-law to provide for the licensing and regulation of informal residential care facilities and services in the Municipality of Arran-Elderslie.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the *Municipal Act, 2001*), provides that a municipal power shall be exercised by by-law:

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 11(1) of the *Municipal Act, 2001* provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 11(2) of the *Municipal Act, 2001* provides that a lower-tier municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons, in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property;

AND WHEREAS subsection 11(3) of the *Municipal Act, 2001* provides that a lower-tier municipality may pass by-laws in the following spheres of jurisdiction: in paragraph 11, Business Licensing;

AND WHEREAS subsection 151 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 11 of the Act, a municipality may provide for a system of licences with respect to a business;

AND WHEREAS the Council for the Municipality of Arran-Elderslie considers it necessary and desirable for the public to regulate informal residential care facilities and services for the purpose of protecting the health, safety and well-being of persons, nuisance control and to address quality of life issues in our neighbourhoods;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS Council for the Municipality of Arran-Elderslie is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence, prescribe operational standards to be imposed on licensees are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control;

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS it is deemed expedient to pass this by-law;

NOW THEREFORE the Municipal Council of Arran-Elderslie hereby enacts as follows:

1.0 DEFINITIONS

1.1 For the purpose of this By-law:

“Accredited Program” means:

- (a) The local Health Unit’s Food Handler Certification Course;
- (b) A food handler training and certification program or course provided by a Board of Health established under the *Health Protection and Promotion Act*, R.S.O. 1990, c.H-7, as amended, and any regulations thereunder; or
- (c) A food handler training and certification program or course that has been accredited by the Medical Officer of Health;

“Applicant” means a person applying for a licence under this By-law;

“Certified Food Handler” means a person who holds a valid Food Handler Certificate;

“Municipality” means The Corporation of the Municipality of Arran-Elderslie;

“Council” means the Municipal Council of The Corporation of the Municipality of Arran-Elderslie;

“Chief Building Official” means the Chief Building Official as appointed by Council pursuant to the *Building Code Act*;

“Enforcement Officer” means a Municipal Law Enforcement Officer appointed by the Council, or an officer, employee or agent of the Municipality whose responsibilities include the enforcement of this By-law;

“Fire Chief” means the Chief of Chesley, Paisley or Tara’s Fire Services of the Municipality or a person delegated by him or her for the purposes of this By-law;

“Food Handler Certificate” means a certificate issued to a person by the provider of an Accredited Program certifying that the person has successfully completed that program;

“Health Unit” means the Grey Bruce Health Unit;

“Hearings Officer” means a Hearings Officer appointed by Municipal Council;

“Informal Care Services” means the provision of services to support the routines of daily life including without limitation to assistance with money management, assistance with facilitating the payment of rent, assistance with facilitating the payment of bills, receiving payment for rent and services including rent received on behalf of another party, housing finding and stabilization, assistance with finding housing whether temporary or permanent, meal preparation, the provision of food or meals, advocacy, transportation, assistance with transportation, or other services;

“Informal Residential Care Facility” means a residential facility that is occupied or intended to be occupied by three or more persons for the purpose of receiving Informal Care Services, whether or not receiving the services is the primary purpose of the occupancy but does not include a residential facility that is funded or licensed by the federal or provincial government or regulated under one of the following:

- (a) *Long-Term Care Homes Act, 2007*;

- (b) *Retirement Homes Act, 2010*;
- (c) *Homes for Special Care Act*;
- (d) *Public Hospitals Act*;

“**Licensee**” means any person licensed under this By-law;

“**Licence Manager**” means the Chief Building Official of the Municipality;

“**Medical Officer of Health**” means the Medical Officer of Health for the Health Unit or a person delegated by him or her for the purposes of this By-law;

“**Operational Standards**” means the operational standards prescribed by the Licence Manager under subsection 7.9(b) of this By-law;

“**Tenant**” means a person other than an operator or employee who resides in an Informal Residential Care Facility and to whom the operator provides Informal Care Services and the term “tenants” has a corresponding meaning;

2.0 PROHIBITIONS

2.1 No person shall operate an Informal Residential Care Facility without holding a current valid licence issued under this By-law.

2.2 No person shall hold himself, herself or itself out to be licensed under this By-law if they are not.

2.3 No person shall contravene or fail to comply with a term or condition of his, her or its licence imposed under this By-law.

2.4 No person shall operate an Informal Residential Care Facility while their licence issued under this By-law is under suspension.

2.5 The requirement to obtain a license under this By-law applies regardless of whether the Informal Residential Care Facility was operating prior to the enactment of this By-law.

3.0 ADMINISTRATION

3.1 The administration of this By-law is assigned to the Licence Manager who shall generally perform all of the administrative functions conferred upon him or her by this By-law and without limitation may:

- (a) receive and process all applications for all licenses and renewals of licences under this By-law;
- (b) issue licenses in accordance with the provisions of this By-law;
- (c) impose terms and conditions on licences in accordance with this By-law; and
- (d) refuse to issue or renew a licence or revoke or suspend a licence in accordance with this By-law.

4.0 APPLICATIONS FOR A LICENCE AND RENEWAL OF LICENCE

4.1 Every application for a licence and renewal licence shall be made to the Licence Manager on the forms provided by the Licence Manager. Without limitation, every application for a licence or a renewal shall include the following information:

- (a) the name, municipal address and telephone number of each Applicant or Licensee;
- (b) if the Applicant or Licensee is a partnership, the name, address and telephone number of each partner;
- (c) if the Applicant or Licensee is a corporation, the address of its head office, the name, address and telephone number of each director and officer;

- (d) the municipal address and legal description of the business;
- (e) a sworn statement by the Applicant or Licensee certifying the accuracy, truthfulness and completeness of the application;
- (f) if the Applicant or Licensee is a partnership, a sworn statement by each partner certifying the accuracy, truthfulness and completeness of the application; and
- (g) if the Applicant or Licensee is a corporation, a sworn statement by an officer of the corporation duly authorized for that purpose certifying the accuracy, truthfulness and completeness of the application.

4.2 Every person applying for a licence or a renewal of a licence shall provide in full at the time the application is submitted all of the information requested on the application form as well as:

- (a) payment of the prescribed fee as set out in Schedule "A" of this By-law;
- (b) if the Applicant or Licensee is a corporation, a copy of the incorporating documentation, a copy of the last initial notice or notice of change which has been filed with the provincial or federal government and a Certificate of Status issued by the Ministry of Government and Consumer Services dated no later than fifteen (15) days prior to the date of the application for a licence;
- (c) a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (d) if the Applicant or Licensee is a partnership, have each partner submit to the Licence Manager a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (e) if the Applicant or Licensee is a corporation, have each director submit to the Licence Manager a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (f) proof of insurance in respect of the Informal Residential Care Facility that:
 - (i) is satisfactory to the Licence Manager;
 - (ii) includes general liability insurance in an amount not less than \$5,000,000;
 - (iii) includes all-risk property insurance for the Informal Residential Care Facility including its furniture and fixtures in an amount sufficient to cover current replacement of the property;
 - (iv) identifies the use as an Informal Residential Care Facility; and
 - (v) requires that the Licence Manager be notified within 60 days of its expiry; and
- (g) any other documentation or information as may be required in any other Part of this By-law and by the Licence Manager.

4.3 The Licence Manager may require affidavits in support of an application for or a renewal of a licence.

4.4 Every application may be subject to investigations by and comments or recommendations from the municipal or provincial department or agencies as the Licence Manager deems necessary including but not limited to:

- (a) the Chief Building Official;
- (b) the Fire Chief;
- (c) the Municipal Law Enforcement Officer;
- (d) the Chief of Police; and
- (e) the Medical Officer of Health.

5.0 ISSUANCE OF LICENCES

5.1 Every licence issued under this By-law shall be in the form and manner as provided by

the Licence Manager and without limitation shall include on its face the following information;

- (a) the licence number;
- (b) the name, address and telephone number of each Licensee;
- (c) the date the licence was issued and the date it expires; and,
- (d) the municipal address of the premises used for the Informal Residential Care Facility.

5.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions of obtaining, continuing to hold and renewing a licence all of which shall be performed and observed by the Applicant or the Licensee:

- (a) the Applicant or Licensee shall pay the prescribed licence fee as set out in Schedule "A" of this By-law;
- (b) the Applicant or Licensee shall pay all fees and fines owed by the Applicant or Licensee to the Municipality;
- (c) the Applicant or Licensee shall have a contractual or proprietary interest in the premises upon which the Informal Residential Care Facility is to be operated which will enable the Applicant or Licensee to carry on the business;
- (d) the Applicant or Licensee shall allow, at any reasonable time and when permitted by law, the Municipality to inspect the premises used for the Informal Residential Care Facility;
- (e) the premises used for the Informal Residential Care Facility shall be in accordance with the requirements of the *Building Code Act* and the Regulations thereunder, the *Fire Protection and Prevention Act*, and the Regulations thereunder, and the Municipality's Property Standards By-law, as amended or replaced from time to time;
- (f) the premises used for the Informal Residential Care Facility are not constructed or equipped so as to hinder the enforcement of this By-law;
- (g) the use of the premises used for the Informal Residential Care Facility is permitted or conforms with the uses permitted under the applicable zoning by-law or is a legal non-conforming use;
- (h) the operation of the Informal Residential Care Facility shall comply with all federal and provincial laws;
- (i) the conduct of the Applicant or Licensee, or any partner, officer, director, employee or agent of the Applicant or Licensee, shall not afford reasonable cause to believe that the Applicant or Licensee will not carry on or engage in the operation of the Informal Residential Care Facility in accordance with the law or with honesty or integrity;
- (j) if the Applicant or Licensee is a partnership or a corporation, any change in the composition of the partnership or of the officers and/or directors of the corporation shall be reported to the Licence Manager within ten (10) days; and
- (k) the Applicant or Licensee shall be in compliance with all provisions of this By-law.

5.3 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the Municipality for the Licensee to contravene or fail to observe or comply with any law of Canada, Ontario or any by-law of the Municipality.

5.4 A licence issued under this By-law shall be valid only for the period of time for which it was issued.

5.5 Every licence, at all times, is owned by and is the property of the Municipality and is valid only in respect of the person and for the Informal Residential Care Facility named therein. A separate licence shall be required for each Informal Residential Care Facility.

5.6 The Licensee shall notify the Licence Manager of any change in ownership of the Informal Residential Care Facility and shall surrender his, her or its licence to the Licence

Manager within seventy-two (72) hours of the completion of such change.

5.7 All licence fees and inspection fees paid under this By-law are non-refundable.

6.0 REGULATIONS

6.1 The Licensee shall ensure that a legible copy of the license issued under this By-law is posted and maintained in a prominent and visible position inside the Informal Residential Care Facility near the front entrance.

6.2 The Licensee shall have a written tenancy agreement with each tenant.

6.3 The Licensee shall develop and maintain a service plan for each tenant which shall include all the information as prescribed by the Licence Manager.

6.4 The Licensee shall maintain a separate file for each tenant which contains the following information:

- (a) Name, gender, date of birth, age, date of admission and date of discharge;
- (b) Name, address and telephone number of next-of-kin;
- (c) Name address and telephone number of the tenant's attorney for personal care, if any;
- (d) Name address and telephone number of the tenant's attorney for property; if any;
- (e) Name, address and telephone number of the tenant's physician(s);
- (f) A service plan required under section 6.3;
- (g) A signed tenancy agreement for the tenant; and
- (h) Such other information as prescribed by the Licence Manager.

6.5 The Licensee shall ensure that the tenant file required under section 6.4 shall be retained for a period of seven (7) years following the discharge of the tenant from the Informal Residential Care Facility.

6.6 The Licensee shall maintain an up-to-date, alphabetical list of the tenants of the Informal Residential Care Facility which includes the name, gender, date of birth, age and date of admission of each tenant.

6.7 The Licensee shall maintain insurance as required under subsection 4.2(f) of this By-law.

6.8 The Licensee shall ensure that all persons working at the Informal Residential Care Facility or providing Informal Care Services, whether employed by the Licensee or not, are at least 18 years of age.

6.9 The Licensee shall ensure that at all times when food is being prepared, processed, packaged, served or stored at the Informal Residential Care Facility there is a Certified Food Handler working at the Informal Residential Care Facility who is supervising the preparation, processing, packaging, service or storage of food.

6.10 Every person, when working as the Certified Food Handler supervising the preparation, processing, packaging, service or storage of food under section 6.9 shall produce for inspection his or her Food Handler Certificate upon request by an Enforcement Officer.

6.11 The Licensee shall ensure that all serious incidents are responded to and reported within 24 hours of the occurrence, or if on a weekend or a statutory holiday, on the next business day to the Licence Manager.

6.12 For the purpose of section 6.11 a serious incident may include but is not limited to:

- (a) an emergency, including fire or unplanned evacuation of tenants;

(b) an unexpected or sudden death, including a death resulting from an accident or suicide;

(c) a tenant who is missing for twenty-four hours or more;

(d) any missing tenant who returns to the Informal Residential Care Premises with an injury or any significant change in condition regardless of the length of time the tenant was missing, where “significant change” means a major change in the person’s health condition that;

- (i) will not resolve itself without further intervention;
- (ii) impacts on more than one aspect of the tenant’s health condition, and
- (iii) requires emergency medical attention;

(e) an outbreak of a reportable disease or communicable disease as defined in the *Health Protection and Promotion Act*;

(f) an event on the Informal Residential Care Premises that resulted in law enforcement or emergency services intervention resulting in criminal charges or the need for unexpected emergency medical service requiring transportation to a hospital or other emergency care institution; or

(g) an allegation of abuse, threat of violence, or danger to life of any staff person or tenant.

6.13 Where a Licensee is required to make a report under section 6.11 the report shall be in a form and contain the information as prescribed by the Licence Manager.

6.14 The Licensee shall comply with all of the Operational Standards for Informal Residential Care Facility and Services prescribed by the Licence Manager.

7.0 POWERS OF THE LICENCE MANAGER

7.1 The power and authority to issue or renew a licence, refuse to issue or refuse to renew a licence, to cancel, revoke or suspend a licence, to impose terms and conditions, including special conditions, on a licence, are delegated to the Licence Manager.

7.2 The Licence Manager shall issue a licence or renew a licence where the requirements or conditions of this By-law have been met.

7.3 The Licence Manager may refuse to issue, refuse to renew or revoke or suspend a licence or impose a term or condition on a licence on the following grounds:

- (a) the conduct of the Applicant or Licensee, or any partner, officer, director, employee or agent of the Applicant or Licensee, affords reasonable cause to believe that the Applicant or Licensee will not carry on his or her business in accordance with the law or with honesty or integrity;
- (b) an Applicant or Licensee is carrying on activities that are in contravention of this By-law;
- (c) there are reasonable grounds to believe that an application or other documents provided to the Licence Manager by or on behalf of the Applicant or a Licensee contains a false statement;
- (d) any information contained in the original application form or any other information provided to the Licence Manager, has ceased to be accurate and the Licensee has not provided up-to-date accurate information to the Licence Manager to allow the Licence Manager to conclude that the Licence should continue;
- (e) an Applicant or Licensee does not meet, at any time, one or more of the requirements of this By-law or any conditions imposed on a Licence;
- (f) the Applicant or Licensee is not in compliance with any federal, provincial law or Municipal By-law, including this By-law;
- (g) the Applicant or Licensee or any partner, officer or director has been convicted of an offence, for which a pardon has not been granted, pursuant to any one or more of Parts

V (Sexual Offences), VIII (Offences Against the Person and Reputation) or IX (Offences Against Property) of the *Criminal Code of Canada*, R.S.C. 1985 c. C-46, as amended or any other criminal convictions in the preceding five (5) years;

(h) the Applicant or Licensee has been convicted of an indictable offence under any Statute of Canada, including but not limited to the *Criminal Code of Canada*, the *Narcotic Control Act*, the *Food and Drug Act*, and the *Controlled Drug and Substances Act* in the preceding five (5) years;

(i) the Applicant or Licensee has been convicted of any other criminal offence for which, in the opinion of the Licence Manager, it would not be in the interest of public safety to issue a licence; or

(j) the Informal Residential Care Facility does not comply with this By-law.

7.4 Where the Licence Manager is of the opinion that:

- (a) an application for a licence or renewal of a licence should be refused;
- (b) a reinstatement should not be made;
- (c) a licence should be revoked;
- (d) a licence should be suspended, or,
- (e) a term or condition of a licence should be imposed;

the Licence Manager shall make that decision.

7.5 Where the Licence Manager has made a decision under subsection 7.4, the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular mail to the last known address of that person and shall be deemed to have been given on the third day after it is mailed. Service on a corporation can be effected by registered mail to the address of the corporation's registered head office.

7.6 The written notice to be given under subsection 7.5 shall:

- (a) set out the grounds for the decision;
- (b) give reasonable particulars of the grounds;
- (c) be signed by the Licence Manager; and,
- (d) state that the Applicant or Licensee is entitled to request a hearing by a Hearings Officer if the Applicant or Licensee files with the Clerk, a notice of appeal in writing and the appeal fee as set out in Schedule "A" of this By-law within ten (10) days after the notice in subsection 7.5 is served

7.7 Where no appeal is registered within the required time period, the decision of the Licence Manager shall be final.

7.8 Despite subsection 7.6 where a licence is voluntarily surrendered by the Licensee for revocation, the Licence Manager may revoke the licence without notice to the Licensee.

7.9 In addition to any other power, duty or function prescribed this By-law, the Licence Manager may make regulations under this By-law including:

- (a) prescribing the information that must be included in a file for each tenant as required under section 6.4;
- (b) prescribing the Operational Standards including without limitation any matter relating to the health, safety, well-being and protection of the tenants of such facility;
- (c) prescribing the form of and any information required to be provided to the Licence Manager in report under sections 6.11 and 6.12;
- (d) prescribing the format and content of any forms or other documents required under this By-law;
- (e) prescribing the form of and minimum requirements for criminal record checks and

insurance policies; and

- (f) prescribing criteria for any requirements or approvals not otherwise specified in this section.

8.0 HEARINGS BEFORE THE HEARINGS OFFICER

8.1 The power and authority to conduct hearings of appeals under this By-law are hereby delegated to the Hearings Officer.

8.2 The Hearings Officer may uphold or vary the decision of the Licence Manager or make any decision that the Licence Manager was entitled to make in the first instance.

8.3 The decision of the Hearings Officer is final.

9.0 ENFORCEMENT

9.1 This By-law may be enforced by an Enforcement Officer.

9.2 No person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this By-law, including carrying out an inspection.

9.3 Pursuant to s. 441 of the *Municipal Act, 2001*, if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under s. 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, including any extension of time for payment ordered under that section, the Municipality may give the Person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of s. 351 of the *Municipal Act, 2001*.

9.4 Pursuant to s.444 of the *Municipal Act, 2001*, where the License Manager is satisfied that a contravention of this By-law has occurred or is occurring, he or she may make an order requiring the person who contravened this By-law, or who cause or permitted the contravention, or the Owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity, and such order shall set out the reasonable particulars of the contravention to identify the contravention and the location of the land on which it occurred and the date by which there must be compliance.

9.5 Pursuant to s. 447 of the *Municipal Act, 2001*, where an Owner is convicted of knowingly carrying on or engaging in a trade, business or occupation on, in or in respect of any premises or any part of any premises without a Licence required by this By-law, the Court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

9.6 Where a Person is convicted of a contravention of this By-law, other than a conviction described in section 9.5, and the Court determines that the Owner or occupant of the premises or part of the premises in respect of which the conviction was made knew or ought to have known of the conduct which formed the subject-matter of the conviction or of any pattern of similar conduct, the Court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

10.0 PENALTY

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

10.2 A director or officer of a corporation who knowingly concurs in the contravention of any provision of this By-law is guilty of an offence and all contraventions of this By-law are designated as continuing offences.

10.3 A person convicted under this By-law is liable to a minimum fine of \$500.00 and a maximum fine of \$25,000.00 upon a first conviction and a maximum fine of \$50,000.00 for any subsequent conviction.

10.4 Despite subsection 10.3, where the person convicted is a corporation, the corporation is liable to a minimum fine of \$500.00 and a maximum fine of \$50,000.00 upon a first conviction and a maximum fine of \$100,000.00 for any subsequent conviction.

10.5 In addition to the fine amounts set out in subsections 10.3 and 10.4 above, for each day or part of a day that an offence continues, the minimum fine shall be \$500.00 and the maximum fine shall be \$10,000.00 and the total of all daily fines for the offence is not limited to \$100,000.00.

10.6 If this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

- (a) prohibiting the continuation or repetition of the offence by the person convicted; and,
- (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

10.7 Each day on which a person contravenes any provision of this By-law shall be deemed to constitute a separate offence under this By-law as provided for in subsection 429(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

10.8 Any person who contravenes an Order made pursuant to section 9.4 of this By-law is guilty of an offence.

11.0 GENERAL

11.1 If any provision or part of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

11.2 If there is a conflict between a provision of this By-law and a provision of any other Municipal by-law, then the more restrictive provision shall apply.

12.0 MISCELLANEOUS

12.1 This by-law may be referred to as the "Informal Residential Care Facility Licensing By-law".

12.2 This by-law shall come into force and effect on its date of passage

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Schedule "A" - FEES

Informal Residential Care Facility Licence Fee \$750

Hearings Officer Appeal Fee \$100



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRFIN.20.40

SUBJECT: 2020 Capital Update

RECOMMENDATION:

Be It Resolved,

- 1) That SRFIN.20.40 be received for information – 2020 Capital Update

Submitted by:

Tracey Neifer

Tracey Neifer
Treasurer

Reviewed by:

Bill Jones

Bill Jones
CAO/Clerk

BACKGROUND:

The capital budget was approved on May 25th, 2020 with municipal projects totalling \$4,530,341 and water and sewer projects totalling \$1,714,973. The purpose of this report is to provide Council with a status update on these capital projects.

COMMENTS:

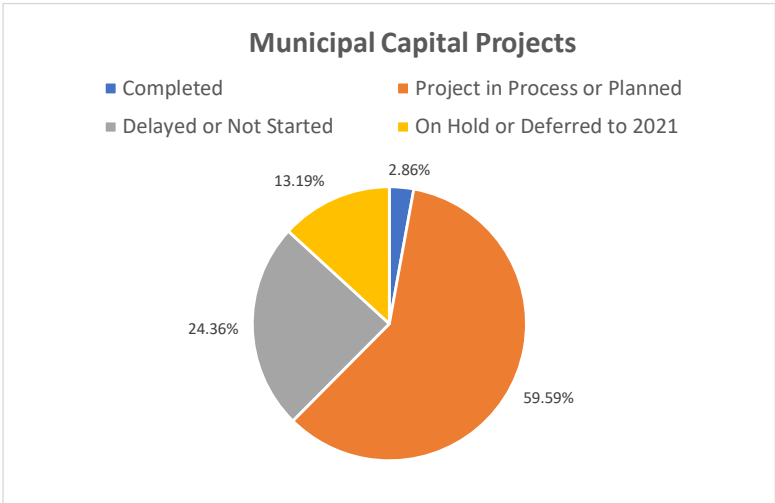
In consultation with management, each of the projects have been reviewed and assessed using the following four categories:

- ✓ **Completed** – these projects are either fully completed or substantially completed
- ✓ **Project in process or Planned** – these projects have had parts ordered, work initiated, RFP's issued, or staff are engaged in assessing options for moving forward
- ✓ **Delayed or Not Started** – these projects are expected to move forward for completion in 2020, but staff have not yet engaged in pricing or are waiting on information to further assess the ability to complete them. This includes ICIP projects that are pending funding announcements, totalling \$741,187.

- ✓ **On Hold or Deferred to 2021** – these projects are not expected to be completed in 2020 but they may have some initial costs incurred in 2020 with the finalization of the project in 2021. This includes the Paisley Pumper Truck of \$450,000 which will be ordered but possibly delivered in 2021.

A significant amount of work has been completed to date on the capital projects with 62.45% of municipal projects and 69.91% of water and sewer projects either completed or in process. The status has been completed based on the budget amounts, as not all costs have been received/expensed as of July 22nd. Actual expenditures incurred to date: \$305,418 for municipal and \$191,514 for water and sewer, totalling \$496,932 or 7.96% of the total capital budget.

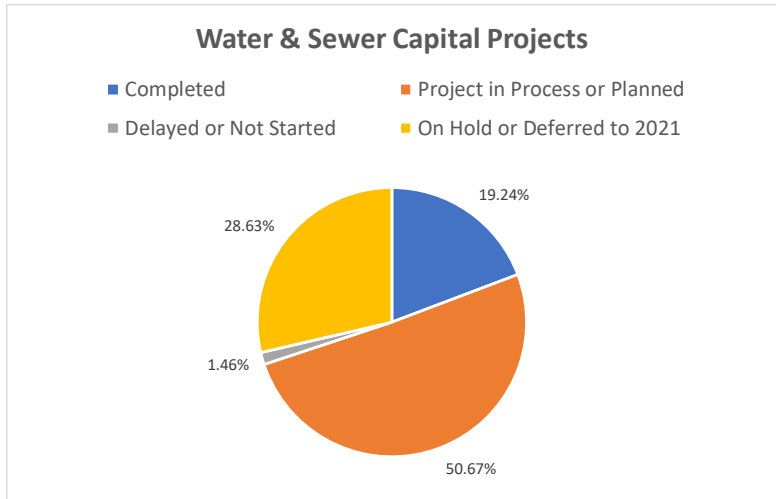
Status of Capital Projects - % of Budget Dollars



Capital Budget based on Status:	
Completed	129,545
Project in Process or Planned	2,699,558
Delayed or Not Started	1,103,738
On Hold or Deferred to 2021	597,500
	<u>4,530,341</u>

The Water & Sewer project on hold is related to one project, Paisley Sewer Dechlorination as it is pending the completion of the ECA which is expected in May 2021.

Status of Capital Projects - % of Budget Dollars



Capital Budget based on Status:	
Completed	329,973
Project in Process or Planned	869,000
Delayed or Not Started	25,000
On Hold or Deferred to 2021	491,000
	<u>1,714,973</u>

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

The financial information presented is based on costs incurred to July 22, 2020. The Capital Reports have been included in the Appendix, which reflects the actual costs incurred compared to budget, with the identification of the project status which aligns with the charts presented above.



CONCLUSION:

That Council receives the report for information.

Appendices:

- Summary of Capital Projects – Municipal Services
- Summary of Capital Projects – Water & Sewer

Municipality of Arran-Elderslie
Summary of Capital Projects - Municipal Services

Budget Expenditures & Financing - December 31, 2020

ID	2020 Capital Expenditures ACTUAL	2020 Capital Expenditures BUDGET	FINANCING			
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects
General Government						
Administration						
2019 Capital Projects Carried Forward						
3103		6,000				6,000
3123		4,291				4,291
3123		6,000				6,000
Total 2019 Capital Projects Carried Forward		-	16,291	-	-	16,291
Efficiency/Modernization Funded Initiatives:						
3104		35,000				35,000
3115	25,991	36,089				36,089
3130	2,816	2,551			2,551	
3130		12,326			12,326	
3130		50,880			50,880	
3130		20,352			20,352	
3130	11,026	45,105			45,105	
3130	4,855	40,150			40,150	
3130		10,176			10,176	
3130		18,927			18,927	
3130	22,281	22,281			22,281	
Total Efficiency/Modernization		66,968	293,837	-	222,748	71,089
Other Projects						
3130		15,000			15,000	
Total Other Projects		-	15,000	-	15,000	-
TOTAL GENERAL GOVERNMENT		66,968	325,128	-	237,748	87,380
Protection Services						
Paisley Fire Department						
2014			Pending outcome from Committee			
2014		450,000			450,000	
2014		90,000			90,000	
TOTAL PROTECTION SERVICES		-	540,000	-	540,000	-

Municipality of Arran-Elderslie
Summary of Capital Projects - Municipal Services

Budget Expenditures & Financing - December 31, 2020

ID	2020 Capital Expenditures ACTUAL	2020 Capital Expenditures BUDGET	FINANCING					
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects	Reserve Funds	
Transportation Services								
2019 Capital Projects Carried Forward								
2566	Roads - Miscellaneous Engineering	2,035				8,000	8,000	
2566	Roads - Sidewalks Repairs - Allenford Hwy 21					10,000	10,000	
2574	Roads - Sideroad #15 Roadway & Bridges	4,671		151,022	OCIF (TBC)		48,978	
2599	Roads - Elliot Park - Electrical Work					10,400	10,400	
3329	Bridges - Engineered Bridge Study	3,603				64,000	64,000	
3337	Bridges - Clark Bridge #A3 - Guiderail					35,000	35,000	
3411	Veh & Eq - Tandem Plow Truck (Remainder Finance 2020)					147,200	147,200	
3421	Veh & Eq - Roadside Mower (Replace New Holland)	15,137				15,500	15,500	
3425	Veh & Eq - Pickup Truck					35,000	35,000	
Total 2019 Capital Projects Carried Forward		25,446	525,100	151,022		-	325,100	48,978
Roads								
2027	Road, Storm, Sidewalk 1st Ave Bridge to 4th St NW (Bruce County)		100,000			100,000		
2535	Road Extension Nickason Drive, Allenford RB95 0.35 km	2,527	50,000			50,000		
2500	Sidewalk Replacement -Allenford Hwy #21 (Anne-Mill to 170 metres east)	520	5,000			5,000		
2527	4th & 5th Avenue SW	25,141	5,000			5,000		
2546	Pavement Treatment-Arran Con 10 East RB36 1.5km (Bruce #10 to Bridge)		120,000		Gas Tax (PY)		120,000	
	Construct/Double Surface - Con 2 Arran (Sdrd 20 to Sdrd 10) RB94,96 4km OR							
	Pavement Treatment - Arran Con 2; cost estimated at \$240,500 or \$300,00,							
2549	respectively. ** additional Bridge costs if proceed		10,000		Gas Tax (PY)		10,000	
2555	Micro Surf Treat Concession 8 Arran East RB46,48,50 5.6 km	9,628	134,500		Gas Tax (PY)		134,500	
2555	Micro Surf Treat Concession 2 Elderslie RB306,308,310,932 5.9 km		142,000		Gas Tax (PY)		142,000	
	Road Construct & Pave - Nelson St (Inkerma to Alma) RB715 0.23km ** additional							
2533	water costs if proceed	1,699	64,500			64,500		
2537	Road Construct & Pave - Murdoch St (Queen to Ross) RB606 0.07km		20,000			20,000		
2036	Hagedorn Pit - 10,000 tonne Concrete crushing		85,000			85,000		
Total Roads		39,515	736,000	-		329,500	-	406,500
Bridges								
2830	Engineered Bi-annual Full Inspection		15,000			15,000		
3331	McCurdy Bridge (Hill Slide) - AE Cost Share		5,000			5,000		
	Hemstock Bridge #A10 - Patch repair, extend barrel ** required to be completed if							
3346	Roads project Construct/Double Surface of Conc 2 Arran		132,000	132,000	Gas Tax (2020)	-		
					Gas Tax (2020) &			
3347	Monkman Bridge #A9 - Patch repair, reface abutments		114,200	74,377	\$36,809 (PY)	3,014	36,809	
Total Bridges		-	266,200	206,377		23,014	-	36,809

Municipality of Arran-Elderslie Summary of Capital Projects - Municipal Services	Budget Expenditures & Financing - December 31, 2020
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	2020 Capital Expenditures ACTUAL	2020 Capital Expenditures BUDGET	FINANCING			
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects
<u>Vehicles & Equipment</u>						
3429 Zero Turn Lawnmower		17,500			17,500	
3405 Farm Tractor 45Hp (Chesley)		54,000			54,000	
3409 One Ton Sander/Truck		52,000			52,000	
3432 Used Backhoe		150,000			150,000	
Total Vehicles and Equipment	-	273,500	-		273,500	-
<u>Other</u>						
2401 Big Bruce - repaint/refurbish		5,000			5,000	
Total Other	-	5,000	-		5,000	-
TOTAL TRANSPORTATION SERVICES						
	64,961	1,805,800	357,399		631,014	325,100

Project	RECREATION & CULTURAL SERVICES
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<u>2019 Capital Projects Carried Forward</u>						
3922 Paisley - Town Hall - Accessible Washroom	13,933	13,684			13,684	
3967 Paisley - Parks - Doc Milne Retaining Wall &/or Chimney	20,217	23,634			23,634	
3993 Paisley - Ball Diamond #1 - Screen & Fill	5,861	7,000			7,000	
3987 Tara - Library - Basement Repairs	360	10,000			10,000	
3906 Recreation - General - Used Water Truck & New Trailer		2,916			2,916	
Total 2019 Capital Projects Carried Forward	40,372	57,234	-		57,234	-

<u>Arena's</u>						
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3931 Chesley - Fans		4,000			4,000	
3931 Chesley - Mechanical Room - repipe chiller, oil separator (Res.8-125-2020)		15,264			15,264	
3931 Chesley - Replace Garbage Door		4,000			4,000	
3931 Chesley - Zamboni Gate & Ramp		18,000			18,000	
3932 Chesley - Nets		3,000			3,000	
3940 Paisley - Cooler	2,112	3,200			3,200	
3939 Paisley - Dehumidification System		50,000			50,000	
3953 Tara - Dehumidification System		50,000			50,000	
3953 Tara - Downspouts (3)		4,500			4,500	
3953 Tara - Machanical Room - repipe chiller (Res.8-125-2020)		5,088			5,088	
3954 Tara - Olympia/Zamboni (needs approval in 2020 to place the order)		-			-	
Total Arena's	2,112	157,052	-		157,052	-

Municipality of Arran-Elderslie Summary of Capital Projects - Municipal Services	Budget Expenditures & Financing - December 31, 2020					
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	2020 Capital Expenditures ACTUAL	2020 Capital Expenditures BUDGET	FINANCING			
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects
Municipal Parks						
5512 Chesley - Pool - Repair Leak		7,000			7,000	
7005 Recreation General - Parks - Tractor		10,000			10,000	
3950 Tara - Parks - Storage Building/Shed		5,000			5,000	
Total Municipal Parks	-	22,000	-		22,000	-
Recreation - Other Buildings						
3937 Chesley - Lawn Bowling Club - Accessibility Renovation		90,500	87,000	Accessibility Grant	3,500	
3946 Paisley - Town Hall - two new windows		4,500			4,500	
3965 Recreation - Pavillion Chesley Community Centre	1,764					
3998 Recreation - Walking Bridges	129,241					
Total Recreation - Other Buildings	131,005	95,000	87,000		8,000	-
TOTAL RECREATION & CULTURAL SERVICES						
	173,488	331,286	87,000		187,052	57,234

Project ID	Grant Initiatives - Investing in Canada Infrastructure Program (ICIP)					
Community, Culture and Recreation Stream						
5015 Chesley Community Centre Roof Replacement						
* the roof replacement is planned for 2024 with a total cost of \$373,750						
* this capital project is funded 40% federal \$149,500, 33.33% provincial \$124,571 and 26.67% municipal \$99,679						
3975 Paisley Community Centre 2nd Floor Rehabilitation		547,199	401,262	** ICIP Pending Approval	145,937	
* project includes the rehabilitation of the 2nd floor of the community centre to include the Library, and expanded space for the Curling Club with a shared hall, with a total cost of \$1,215,998, covering 2020 to 2021						
* this capital project is funded 40% federal \$486,399, 33.33% provincial \$405,292 and 26.67% municipal \$324,307; working with the Curling Club for the provision of \$25,000 to \$50,000 to help offset the municipal share						
5015 Paisely Town Hall Accessibility Project		193,988	142,251	** ICIP Pending Approval	51,737	
* project includes accessibility lift and enhancements to the building with a total cost of \$193,988						
* project is planned for 2020						
Total Community	-	741,187	543,513		197,674	-

Municipality of Arran-Elderslie
Summary of Capital Projects - Municipal Services

Budget Expenditures & Financing - December 31, 2020

	2020 Capital Expenditures ACTUAL	2020 Capital Expenditures BUDGET	FINANCING			
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects
Green Infrastructure Stream						
2402 4th Avenue SW and 5th Avenue SW Revitalization Project for Chesley						
* project includes watermain construction, curb, sidewalk and asphalt, sewer main construction, and storm replacement		Not applicable to 2020		** ICIP Pending Approval		
* total capital costs \$2,755,200 cover 2021 to 2023: 2021 \$1,377,600, 2022 \$1,102,080 and 2023 \$275,520						
* this capital project is funded 40% federal \$1,102,080, 33.33% provincial \$918,308 and 26.67% municipal \$734,812						
Total Green	-	-	-	-	-	-
Rural and Northern Stream						
3345 Replacement of Soper's Bridge - Structure A25 on Sideroad 20						
* total capital costs \$803,000 cover 2019 to 2021: 2019 \$64,240, 2020 \$722,700 and 2021 \$16,060		786,940	655,757	ICIP Approved	131,183	
* this capital project is funded 50% federal \$401,500, 33.33% provincial \$267,640 and 16.67% municipal \$133,860				Approved 3/19/2020 for eligible expenditures incurred after 3/16/2020		
Total Rural	-	786,940	655,757		131,183	-
Total Grant Initiatives	-	1,528,127	1,199,270		328,857	-
TOTAL CAPITAL EXPENDITURES	305,418	4,530,341	1,643,669		1,924,671	469,714
					492,287	

Municipality of Arran-Elderslie
Summary of Capital Projects - Water & Sewer

Budget Expenditures & Financing - December 31, 2020

ID	2020 Capital Expenditures	2020 Capital Expenditures	FINANCING				
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects	Reserve Funds
Environmental - Water & Sewer Services							
2019 Capital Projects Carried Forward							
3613	AE Ops - Burgoyne Water System	7,792	20,000	20,000	Property Owners		
3629	AE Ops - Update Water Meter Reader	13,738	15,000			15,000	
3602	AE Ops - Locator and Camera	15,938	19,297		18,000	1,297	
3642	A & E Water - SCADA Upgrade (Chesley Water Plant)	85,537	108,377		1,476	106,901	
3694	Chesley Water - 6" Watermain - 4th & 5th Ave SW (4th St SW to 7th St)	1,100	15,000		2,110	12,890	
3638	Paisley Water - Install 6" Main - George St	1,639	12,058			12,058	
3604	Tara Water - Well #2 - Rehab / Variable Frequency Drive		4,241			4,241	
3722	Chesley Sewer - North End Pump Stn - Electrical & Pump Poles		73,000		70,253	2,747	
3745	Chesley Sewer - Lagoons - 3rd Blower, Effluent & Leachate Weir	32,211	105,000		2,008	102,992	
3793	Tara Sewer - Replace Lagoon Chamber		60,000		40,000	20,000	
Total 2019 Capital Projects Carried Forward		157,953	431,973	20,000	133,847	278,126	-
Arran-Elderslie Operations							
3550	Service & Repair on all Rotork Valves (Res.8-122-2020)	9,811	16,000		16,000		
3550	Air Relief valves service work at Water Plants & Wells		7,500		7,500		
3550	25 Sideroad Chamber - Standby Generator & By-pass Water meter		12,500		12,500		
3550	Truck Fill Station for Bulk Water		10,000		10,000		
3550	Temporary Watermain for Construction		3,500		3,500		
3551	Emergency Contingency Fund		10,000		10,000		
3617	Community Park Wells - CP#1, CP#2 & CP#3 Investigate, Rehab & New VFD	12,504	105,000		105,000		
3663	Water Financial Plans due in 2021		5,000		5,000		
3685	Water Tower		10,000		10,000		
Total Arran-Elderslie Operations		22,315	179,500	-	179,500	-	-
Water							
Chesley Water							
3609	12" Watermain - 1st Ave N (2nd St NE to 4th St NE) Bruce County Install Water Meters (Only if funding available)		192,000		192,000		
Total Chesley Water		-	192,000	-	192,000	-	-
Paisley Water							
3640	Install 6" Main - Nelson St (Alma to Inkerman) ** required to be completed if Roads project Road Construct & Pave - Nelson Street Upgrade Water Meters (Only if funding available)		161,000		161,000		
Total Paisley Water		-	161,000	-	161,000	-	-

Municipality of Arran-Elderslie
Summary of Capital Projects - Water & Sewer

Budget Expenditures & Financing - December 31, 2020

	2020 Capital Expenditures	2020 Capital Expenditures	FINANCING			
			Grants/Donations	Funding Source	Reserves	Reserves - 2019 Projects
Tara Water						
3672 Inspect, Video & Rehab Well #3 Tara Install Water Meters (Only if funding available)		25,000		* not secured	25,000	
Total Tara Water	-	25,000	-		25,000	-
Total Water	-	378,000	-	-	378,000	-
Sewer						
Chesley Sewer						
3747 Sewermain - 1st Ave N (2nd St NE to 4th St NE) Bruce County		212,000			212,000	
3724 Replace Diesel Fuel Tanks (Res.8-122-2020)		7,500			7,500	
3726 New Handheld Analyzers & Probes	5,832	7,500			7,500	
Total Chesley Sewer	5,832	227,000	-		227,000	-
Paisley Sewer						
3797 Dechlorination requirements and equipment upgrades (blower, gear box, etc.)	5,414	491,000			491,000	
3804 Install new Manhole #2 at Balaklava & Victoria St. S		7,500			7,500	
Total Paisley Sewer	5,414	498,500	-		498,500	-
Tara Sewer						
	-	-	-		-	-
Total Sewer	11,246	725,500	-		725,500	-
TOTAL CAPITAL EXPENDITURES	191,514	1,714,973	20,000		1,416,847	278,126



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRW.20.27

SUBJECT: Award Tender – 2020/2021 Winter Sand

PURPOSE:

To accept the tender bids for the 2020/2021 Winter Sand

RECOMMENDATION(S):

That the bid, which meets the terms and conditions of the tender posted by Bruce County for winter sand, be awarded to Ed Karcher Construction in the amount of \$28,470 excluding HST based on 2600 tonnes of sand.

Submitted by:

Scott McLeod

Scott McLeod
Public Works Manager

Reviewed by:

Christine Fraser-McDonald

Christine Fraser-McDonald
Deputy Clerk

Reviewed by:

Bill Jones

Bill Jones
CAO/Clerk

BACKGROUND:

Starting last year, Bruce County tendered for winter sand on behalf of the Municipality of Arran-Elderslie. We then purchased all the sand and salt we needed for the winter season. Estimated quantities of sand are 2,600 tonnes between Elderslie shop (Chesley) and Arran shop (Invermay).

Approximately 150 tonnes of salt will be added to the sand for a 5% mixture. Bruce County received an extension for the 2020/2021 contract for salt from Compass Minerals at \$61.99 per tonne.

The following four tenders were received for Winter Sand:

Ed Karcher Construction Invermay & Chesley	\$10.95 per tonne excluding HST
Ron Gibbons Construction Invermay & Chesley	\$15.95 per tonne excluding HST
Harold Sutherland Construction – Invermay	\$19.25 per tonne excluding HST
Harold Sutherland Construction – Chesley	\$18.25 per tonne excluding HST
2019/2020 Winter	\$11.95 per tonne excluding HST

FINANCIAL:

The Municipality will fund these expenses from Account #01-2520-7052 Winter Sand/Salt – Material.

CONCLUSION:

That Council accept Report SRW.20.27 for the Tender Award for Winter Sand for the 2020/2021 winter season.

APPENDIX:

None



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRW.20.28

SUBJECT: Information Update – Bluewater District School Board South Entrance Closure

RECOMMENDATION:

Be It Resolved

1) That Council receive Report SRW.20.28 as information

Submitted by:

Reviewed by:

Reviewed by:

Scott McLeod

Christine Fraser-McDonald

Bill Jones

Scott McLeod
Public Works Manager

Christine Fraser-McDonald
Deputy Clerk

Bill Jones
CAO/Clerk

BACKGROUND:

The Bluewater District School Board has three entrances onto their property in Chesley. There are two (2) on Bruce Road #10 at the westside of their property and one onto Tower Road at the south end of the property.

The School Board had concerns raised from their Health and Safety Committee about unauthorized traffic using the south entrance onto their property as a drive through to acquire access to Bruce County Road #10. Two Bluewater District School Board Officials met with Arran-Elderslie staff on July 15, 2019 to discuss the closure of their south entrance. The placement of a Checkerboard sign and concrete blocks on Tower Road will close the entrance for vehicle traffic but allow pedestrians and road drainage.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

Closure will be completed with existing signage and material.

APPENDIX:

Appendix A - Map of Bluewater District School Board



1921

408

407

421

380

307

Chesley

10

356

348

342

1ST AVE N

314

347

321

315

307

106

102

98

94

90

86

80

76

Tower Rd

75

71

67

63

59

55

51

97

93

89

85

81

77

48

44

40

36

32

28

Northview Ct

47

43

39

35

31

27

23



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10th, 2020
SRW.20.29

SUBJECT: Allowing Connections to the Pipeline & Follow-Up Information

PURPOSE:

To provide Council with additional information as requested regarding the possibility of connections being made on the water pipeline across the Second Concession of Elderslie, and the area near Bruce Road 3 in Paisley.

RECOMMENDATION:

Be it resolved that staff recommends to Council to allow new connections to the Chesley to Paisley pipeline for eligible residents to connect for potable water.

Prepared by:

Submitted by:

Reviewed by:

Mark O'Leary

Scott McLeod

Bill Jones

Mark O'Leary
Water/Sewer Foreperson

Scott McLeod
Works Manager

Bill Jones
CAO/Clerk

BACKGROUND:

The Municipality installed the Chesley to Paisley water Pipeline in 2005-2006. At the time of installation, the pipeline was deemed to be a closed/sealed unit. The pipeline passes several residents on the Second Concession of Elderslie and continues on to the water tower in Paisley. Water Operations staff continue to get frequent requests from residents about the pipeline, and the possibility of connecting to the system for potable water.

Many residents complain of iron and sulphide levels in their existing water sources. The opportunity exists for residents to connect directly to the pipeline for a source of potable water. Each resident would have to install a water meter, and a backflow prevention device. Staff would have to review each individual request to determine a risk assessment and determine the type of backflow preventor to install.

The Arran-Elderslie Water Plant is capable of making five thousand five hundred sixty-four cubic meters (5,564m³) per day. The past four years the average daily consumption ranges from eight hundred twenty-two (822) to nine hundred ninety-two (992) cubic meters per day. About fifteen to eighteen percent of (15%-18%) capabilities. The maximum days in the same four-year range period from one thousand four hundred thirty-six to one thousand nine hundred and five (1436-1905) cubic meters per day. About twenty-six to thirty-four percent (26%-34%) capabilities.

The possibility exists that an additional fifty (50) connections could be made to the pipeline at this time. Currently the Paisley water system is the only completely metered system in the Municipality. In 2019 that system used on average 0.52m³/day per connection.

Future expansion was a consideration looked at in the July council meeting. Paisley has the opportunity to expand in a few areas. Cormack Drive, West of Church Street, and East of North Street. There are about forty (40) serviceable lots there. Future expansion could also exist West of Angie Street, and South of Arnaud Street. A rough estimate would have an additional fifty (50) lots available there. Chesley also has the possibility to expand. Serviceable lots include Hawton Place, Northview Crescent, Parkview Drive, and the property North of Chesley cemetery. There are about eighty (80) serviceable lots there. Further expansion could exist beyond the Centennial Street road allowance and move North towards the Municipal office in the future. A rough estimate could be an additional one hundred (100) building lots.

Using current average consumption and including all of the factors above, with current serviceable, future expansion, and pipeline connections it is possible to see an additional three hundred twenty (320) connections. This would result in about one hundred sixty-six (166m³) cubic meters daily or an additional three percent (3%) increase on water capabilities.

Large scale farming operations was another concern brought forward at the July meeting. As mentioned at the meeting, staff believe that potable water for residential use is the primary goal of most people along the pipeline route. However, in the event the water was used for large scale agricultural usage, the Municipality feels we would be capable of this production also.

Five thousand (5000) head of cattle across the pipeline route at ten (10) gallons per animal per day would be fifty thousand (50,000) gallons or two hundred thirty (230m³) cubic meters. This would result in a daily increase of four (4%) percent of water capabilities. Though this is a substantial amount of water the Municipality definitely has the ability to keep up with this demand. It is worth noting that this scenario is extremely unlikely, based on current rate of \$2.56m³ this would result in nearly a two hundred fifteen thousand (\$215,000) dollar bill yearly to the consumer.

Water capacity is not an issue the Arran-Elderslie system currently faces, and any large-scale growth within Chesley and Paisley would likely result in wastewater expansion prior to water related issues.

It is worth noting that in 2019, the Municipality sold upwards of three thousand cubic meters (3000m³) to local contractors. These projects are included in the above figures, and most have been associated with the natural gas line project or paving projects. Staff anticipate surpassing those numbers this year, as we are already in the two thousand five hundred cubic meter (2500m³) range. For reference, that is about the same amount of water that sixteen (16) new connections would use in a year.

The July Council meeting also brought about a discussion regarding selling bulk water. As mentioned above, two contractors contributed to the majority of the bulk water sold in 2019. Connection charges range from Sixty-three (\$63) dollars daily to a weekly rate of one hundred twenty-seven (\$127) dollars. Water is being sold at three dollars fifty-two cents (\$3.52m³) cubic meter. In 2019 staff collected just over nine thousand, three hundred dollars (\$9,300) from those two contractors, selling two thousand, three hundred sixty four (2,364) cubic meters.

Council would also have to review By-Law 19-05, to make amendments to allow this project to proceed. This would also include determining capital charges for the connection.

FINANCIAL:

An individual connection would generate four thousand two hundred thirty-one dollars and sixty-six cents (\$4231.66) in 2020. The current capital charge would also generate three thousand one hundred sixty-eight (\$3168.00) in 2020. The initial by-law for the capital charges had a twenty-year (20) capital charge. The first ten (10) years were charged at the above-mentioned capital charge, from that point on rates were to drop ten percent (10%) for the next ten years. My recommendation would be to begin from August 2020 through December 2029 anyone connecting to the pipeline would pay the full capital of three thousand one hundred sixty eight dollars (\$3168.00). From January 2030 through December 2039 we would decrease capital ten percent (10%) per year to keep it consistent with charges applied to Paisley residents.

Any water service that would need to be run under a road would be directionally drilled to avoid any costly road work. Those services typically cost about two thousand dollars (\$2000.00) to drill, and hook-up is still required.

Due to the possible length of some of these services, meter pits may need to be installed at property line. However, the new improved water meter equipment purchased by the department seems to have a much stronger signal and most meters would be able to be picked up with just a drive by. Both of these costs are typically passed onto the rate-payer in a new hook-up. Each of these processes also include a dual check backflow preventor, for further protection of the pipeline.

Additional revenue would be seen by the department on an annual basis for flat rate, and consumption charges per connection.

CONCLUSION:

Staff believe this is an excellent opportunity for increased revenue for the department and would provide our residents with safe drinking water. The detailed report shows that the municipal system has excellent capabilities and volume to provide these residents with water.

Attached is a copy of the municipal bylaw 19-05, which would need amendments for the project to proceed. In addition, bylaw 5-10 is attached for council to review the current payment schedule.

APPENDICES:

- A- Bylaw 19-05
- B- Bylaw 5-10

THE CORPORATION
OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 19 - 05

BEING A BY-LAW TO PRESERVE THE INTEGRITY OF THE PAISLEY TRUNK WATERMAIN

WHEREAS the Municipal Act, S.O. 2001, c. 25, as amended provides that:

"1 (1) Definitions

"public utility" means,

- (a) a system that is used to provide any of the following services or things for the public:
(i) water, ...

11 (2) Spheres of jurisdiction, lower and upper-tiers

(2) A lower-tier municipality and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to this section, subject to the following provisions:

1. If a sphere or part of a sphere of jurisdiction is not assigned to an upper-tier municipality by the Table, the upper-tier municipality does not have the power to pass by-laws under that sphere or part.

86 (1) Mandatory supply

Despite section 19, a municipality shall supply a building with a water or sewage public utility if,

- (a) the building lies along a supply line of the municipality for the public utility;
(b) in the case of a water public utility, there is a sufficient supply of water for the building;

AND WHEREAS "water distribution" is not assigned in *Table (section 11)* to the upper-tier municipality in the County of Bruce;

AND WHEREAS the Paisley Trunk Watermain is a gravity trunk watermain constructed for the purpose of servicing a community and not a pressurized supply line constructed for the purpose of servicing individual buildings along the route of the trunk watermain;

AND WHEREAS, in accordance with Section 86(1)(a) of the Municipal Act, the Paisley Trunk Watermain is a gravity watermain, with no pressure when water is not actively required at the Paisley water tower, and is not designed to provide a minimum of 40 pounds per square inch pressure for 24 hours per day at any point between Chesley and the Paisley water tower, resulting in an insufficient supply for the purpose of supplying buildings along the route, which could result in cross-contamination from back-syphoning;

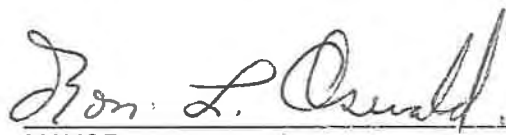
AND WHEREAS the sole purpose of the Paisley Trunk Watermain is to provide safe, secure water to Paisley for which the ratepayers of Paisley have assumed the full cost;

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

1. That no connections shall be made to the Paisley Trunk Watermain from its point of connection in Chesley to its point of connection at the Paisley water tower.
2. And that this by-law shall take effect with final passing.

Read a first and second time this 27th day of JUNE 2005.

Read a third time and finally passed this 27th day of JUNE 2005.


MAYOR


CLERK

Schedule A to By-law No. 5-10

**Municipal Code – Schedule D – Environmental Services – Water: Capital Recovery
Paisley Trunk Main and Water Plant Share – Schedule B: Lot Connection Capital
Charges after December 31, 2006**

No GST required

Year	Connection Charge	Year	Connection Charge
2010	\$3168	2020	\$3168.00
2011	\$3168	2021	\$2851.20
2012	\$3168	2022	\$2534.40
2013	\$3168	2023	\$2217.60
2014	\$3168	2024	\$1900.80
2015	\$3168	2025	\$1584.00
2016	\$3168	2026	\$1267.20
2017	\$3168	2027	\$ 950.40
2018	\$3168	2028	\$ 633.60
2019	\$3168	2029	\$ 316.80



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRW.20.30

SUBJECT: Micro Surface Treatment

PURPOSE:

Award the 2020 tender for Micro Surface Treatment on Concession 2 Elderslie and Concession 8 East Arran in the Municipality of Arran-Elderslie.

RECOMMENDATION(S):

That Council accept the tender of Duncor Enterprises Incorporated to supply and apply Micro Surface Treatment on Concession 2 Elderslie and Concession 8 East Arran at a cost of \$281,842.20 excluding HST.

Submitted by:

Scott McLeod

Scott McLeod
Public Works Manager

Reviewed by:

Christine Fraser-McDonald

Christine Fraser-McDonald
Deputy Clerk

Reviewed by:

Bill Jones

Bill Jones
CAO/Clerk

BACKGROUND:

The tenders for Micro Surface Treatment closed on July 14, 2020 and were advertised to meet the requirements of the Municipality for the year 2020.

The tender included the following prices.

Contractors	Duncor Enterprises	Miller Paving
Unit price	\$3.69	\$5.26
Concession 8 Arran East	\$138,448.80	\$197,355.20
Concession 2 Elderslie	\$143,393.40	\$204,403.60
Total	\$281,842.20	\$401,758.80
2018 unit price	\$3.52	

FINANCIAL:

The 2020 Capital Budget includes \$134,500 for Concession 8 Arran East and \$142,000 for Concession 2 Elderslie from Account #02-2555-7134.

The Municipal tax portion, preparation work and an over bid on the lowest tender puts this project in an over budget position. This over budget could be financed from Account # 02-2549-7134, \$10,000, which is the 2020 planned work on Concession 2 Arran that will be completed in 2021.

The micro surface treatment is being funded by the unspent Gas Tax Funds that has accumulated over prior years. Based on projects identified in the 2020 capital budget and the allocation of Gas Tax funds to be received in 2020, the balance available to cover any cost overages is \$286,946.

CONCLUSION:

Staff recommends that the tender be awarded to Duncor Enterprises Incorporated for Micro Surface Treatment in the 2020 year.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRW.20.31

SUBJECT: Traffic and Parking By-Law

PURPOSE:

To present an updated and incorporated by-law for Traffic and Parking in Arran-Elderslie, along with Part I and Part II of the Provincial Offences Act.

RECOMMENDATION:

Be It Resolved,

- 1) That Report SRW.20.31 is received;
- 2) That By-Law 46-2020 being a by-law to regulate and control Traffic and Parking within the Municipality of Arran-Elderslie be passed;
- 3) That By-Law 46-2020 being a by-law for Part I and Part II of the Provincial Offences Act, listing the set fines be passed.

Submitted by:

Reviewed by:

Reviewed by:

Scott McLeod

Christine Fraser-McDonald

Bill Jones

Scott McLeod
Public Works Manager

Christine Fraser-McDonald
Deputy Clerk

Bill Jones
CAO/Clerk

BACKGROUND:

Starting last November, By-Law Enforcement Officer Lisa MacDonald started working on updating the Arran-Elderslie Traffic and Parking By-Law. It was

discovered Arran-Elderslie had Traffic and Parking By-Laws in various old by-laws, and resolutions from various years. There was no one location to retrieve the collaborated regulations. There also seemed to be no listing for Part I and Part II of the Provincial Offences Act, listing the set fines.

The new updated By-law has been established with thirteen (13) different schedules, covering different parking types, stop signs, speed limits and community safety zones. The intent of separate schedules is for ease of amendments to the By-law.

The Part I and Part II of the Provincial Offences Act is also a separate document which has been reviewed and received approval from Province.

FINANCIAL/ OTHER IMPLICATIONS:

There are no financial implications at this time. The document, approvals and reviewing has been completed by staff.

With the updated set fines and Provincial approval, income can now be generated by enforcement.

CONCLUSION:

That Council review Report SRW.20.31 and approve the attached By-Laws.

APPENDICES:

- By-Law 46-2020 Being a By-Law to Regulate and Control Traffic and Parking within the Municipality of Arran-Elderslie
- Part I and Part II Provincial Offences Act the Municipality of Arran-Elderslie By-Law 46-2020.

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

BY-LAW NO. 46-2020

**BEING A BY-LAW TO REGULATE AND CONTROL TRAFFIC AND
PARKING WITHIN THE MUNICIPALITY OF ARRAN-ELDERSLIE**

WHEREAS the provisions of the Highway Traffic Act, R.S.O. 1990, Chapter H.8, as amended, and the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorize Municipal Councils to pass By-laws to regulate and control traffic.

AND WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it important to enact a general By-law to regulate traffic and parking and to combine most existing traffic and parking By-law into one.

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

The provisions of this By-law are subject to the provisions of the Highway Traffic Act and regulations hereunder.

1. Short title

This By-law may be cited as the "Traffic and Parking By-law".

2. Definitions

- 2.1 **"authorized sign"** means any traffic control device or traffic control signal placed or erected on a highway under the authority of this By-law for the purpose of regulating, warning or guiding traffic.
- 2.2 **"boulevard"** means the strip of land between a sidewalk and a curb or the centre strip of land dividing traffic travelling in different directions.
- 2.3 **"By-law Enforcement Officer"** means any employee or contractor appointed by the Municipality of Arran-Elderslie to enforce or carry out the provisions of this By-law or any part or parts thereof.
- 2.4 **"commercial motor vehicle"** means a motor vehicle having attached to it a truck or delivery body and includes ambulances, hearses, casket wagons, fire apparatus, buses and tractors used for hauling purposes on the highway.
- 2.5 **"corner"** means the point of intersection of curbs or edges of the roadway.
- 2.6 **"council"** means the Municipal Council of the Corporation of the Municipality of Arran-Elderslie.
- 2.7 **"cul-de-sac"** means a highway terminating in a turn-around.

- 2.8 **“crosswalk”** means
- i. that portion of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the roadway; or
 - ii. any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other marking on the surface or other marking on the surface.
- 2.9 **“curb lines”** means
- i) Where a curb has been constructed, means the line of the curb; and
 - ii) Where no curb has been constructed, means the edge of the roadway.
- 2.10 **“designated parking space”** means a parking space exclusively for the use of a vehicle displaying a valid Disabled Person Parking Permit (DPPP), in accordance with the Highway Traffic Act and regulations thereof.
- 2.11 **“driver”** means a person who drives a vehicle on a highway.
- 2.12 **“driveway”** means the part of a highway that provides vehicular access to and from the roadway and an adjacent property.
- 2.13 **“heavy truck”** means a vehicle or combination of vehicles, having a weight when unloaded of 4.6 metric tonnes (4,600 kilograms) or more, but does not include a passenger vehicle, an ambulance, a transit bus on its assigned route.
- 2.14 **“highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 2.15 **“intersection”** means the area embraced within the prolongation or connection of the lateral curbs lines, or if none, then of the lateral boundary lines of two or more highways that join one another at an angle, whether or not one highway crosses the other.
- 2.16 **“Minister”** means the Minister of Transportation.
- 2.17 **“Ministry”** means the Ministry of Transportation.
- 2.18 **“motor vehicle”** includes an automobile, motorcycle, motor assisted bicycle and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act.
- 2.19 **“municipality”** means the Municipality of Arran-Elderslie.

- 2.20 **“municipal services vehicle”** includes but not limited to vehicles owned by the Municipality of Arran-Elderslie and/or contractors having a valid contract with the Municipality to supply municipal services. These services may include road building, road maintenance, emergency services, garbage collection, recycling, hydro, water, etc.
- 2.21 **“official sign”** means a sign approved by the Ministry of Transportation and the Municipality of Arran-Elderslie.
- 2.22 **“one-way street”** means a street upon which vehicular traffic is limited to movement and in one direction.
- 2.23 **“park or parking”** when prohibited, means the standing of a vehicle occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
- 2.24 **“pedestrian”** means any person afoot, any person in a wheelchair, any child in a wheeled carriage and any person riding a non-motorized bicycle with wheel less than 50 centimeters in diameter.
- 2.25 **“Police Officer or Police Department”** means a member of the Ontario Provincial Police or the Ontario Provincial Police.
- 2.26 **“regulations”** means the regulations made under the Highway Traffic Act, R.S.O. 1990, Chapter H.8 as amended.
- 2.27 **“school bus”** means a bus that,
- i. is painted chrome and yellow; and
 - ii. displays on the front and rear thereof the words “school bus” and on the rear thereof “do not pass when signals flashing”.
- 2.28 **“sidewalk”** means that portion of a highway between the curb line and the property line of the lot abutting the highway improved for the use of pedestrians.
- 2.29 **“stop or stopping”** when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or a traffic control sign or signal.
- 2.30 **“through highway”** means a highway or part of a highway designated as such by the Minister or by By-law of the municipality, and every such highway shall be marked by a stop sign in compliance with the regulations.
- 2.31 **“traffic”** means lawful vehicle or pedestrian movement on the highway.
- 2.32 **“traffic control device”** means a sign, marking or other device on a highway for the purpose of controlling, guiding or directing traffic.
- 2.33 **“U turn”** means the turning of a vehicle within a highway so as to proceed in the opposite direction.

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- 2.34 **“unlicensed vehicle”** means a motor vehicle that does not have a current validation sticker visibly affixed to its license plate.
- 2.35 **“vehicle”** includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a streetcar.
- 2.36 **“wheel chair”** means a chair mounted on wheels driven by muscular or any kind of power used by a person whose mobility is limited by one or more conditions or functional impairment.
- 2.37 **“words”** where any word or expression used in this By-law is not defined herein, reference shall be made to the Highway Traffic Act, the Interpretation Act, R.S.O. 1990, Chapter I.11 as amended or re-enacted from time to time, or a generally accepted dictionary and the interpretation that best suits the spirit and intent of this By-law shall be adopted.

Any reference in this By-law to the Highway Traffic Act or any provision thereof shall be deemed to be a reference to the Highway Traffic Act, R.S.O. 1990, Chapter H.8 or the provisions thereof amended or re-enacted from time to time.

Where any expression of time occurs or where any hour or other period of time is stated, the time referred to is standards except in periods when daylight savings time is in effect, in which periods, it is daylight savings time.

3.0 Enforcement

All provisions of this By-law may be enforced by Municipal By-law Enforcement Officers throughout the limits of the Municipality, or a Police Officer, or the Public Works Manager or his designated staff, or other persons with the authority to enforce municipal bylaws pursuant to the provisions of the Police Act.

4.0 Authority to Install Signs

- 4.1 The Public Works Manager or designate is hereby authorized to place, erect and maintain or cause to be placed, erected and maintained such traffic control devices and traffic control signs that are required to give effect to the provisions of this By-law and or/ which are authorized by the Schedules to this By-law.
- 4.2 The Public Works Manager or designate, notwithstanding the other provisions of this By-law, is further authorized for the duration of the situation to place, erect or maintain such traffic control devices, including signs, and traffic control signals that are not authorized by this By-law but are required for safety, construction and/or emergency reasons.
- 4.3 Unless otherwise permitted, no person shall place, maintain or display upon any highway any sign, signal, marking or device which purpose to be or is in imitation of/or resembles any traffic device or traffic control signal, without the prior approval of the Public Works Superintendent or his/her designate.

4.4 Unless otherwise permitted, no person shall remove from any highway any sign, signal, marking or device without the prior approval of the Public Works Superintendent or his/her designate.

5.0 Obedience to Traffic Regulations

Where official signs have been erected and are on display, no person shall park a vehicle in disobedience to the direction given by the official sign.

6.0 Motor Vehicles on Sidewalks Prohibited

6.1 No person shall drive a motor vehicle upon a sidewalk or footpath of a highway except for the purpose of directly crossing the sidewalk or footpath.

6.2 No person shall drive a motor vehicle over a raised curb except at a place where there is a ramp.

7.0 Debris on Roadway

Unless authorized by the Works Manager, no person shall place, drag, track or store any debris or accumulation of material, including snow, ice, mud, manure or any other object, upon any part of, or adjacent to any roadway.

8.0 Damage to Roadway

No person shall cause, or allow any damage to be caused to any roadway surface, drainage ditch, curb, gutter, sidewalk or boulevard, including filling drainage ditches, causing ruts, removal of gravel or any hard surface material by the operation of any equipment or vehicle or be herding any animals along or across any highway. Aside from any set fines, persons responsible for damage to roadways, as described in this section, may, at the discretion of the Public Works Manager or his/her designate, also be required to pay for damages, repairs and/or restoration.

9.0 Parking and Stopping

No person shall improperly park or stop any vehicle on any portion of a highway thereof except as follows:

9.1 Where parking is permitted on the right-hand side of the roadway of a highway designated for two-way traffic, no person shall park or stop any vehicle on the left-hand side of the roadway.

9.2 Where parking is permitted on the right-hand side of the roadway of a highway designated for two-way traffic, no person shall park or stop any vehicle on the right-hand side of the highway or portion thereof except as follows:

- i. where there is a raised curb, having regard for the direction such vehicle was proceeding, with its right front and rear wheels parallel to and not more than 30 centimetres (12 inches) from such curb; or
- ii. Where there is no curb or a rolled curb, with the right front and rear wheels parallel to and as near to the

right hand limit of the highway as is practicable without stopping or parking on a sidewalk or footpath or on any part of the highway where grass is grown or which is not intended for the use of vehicles.

- 9.3 Where parking is permitted on the left-hand side of the roadway of a highway designated for one-way traffic, no person shall park or stop any vehicle on the left-hand side of the highway or portion thereof except as follows:
- i. Where there is a raised curb, on the left-hand side of the roadway, having regard to the direction such vehicle was proceeding, with its left front and rear wheels parallel to and not more than 30 centimetres (12 inches) out from such curb;
 - ii. Where there is no curb or a rolled curb, with the left front and rear wheels parallel to and as near to the left-hand limit of the highway as is practicable without stopping or parking on a sidewalk or footpath or on any part of the highway where grass is grown or which is not intended for the use of vehicles.

10.0 Angle Parking

- 10.1 The provisions of Section 9.1 above do not apply where angle parking is permitted as described on **Schedule "A"** hereof or to parking or stopping a vehicle on the left-hand side of the roadway of a highway designated for one-way traffic.
- 10.2 Where angle parking is permitted on a highway, no person shall stop or park any vehicle except at an angle of 90 degrees from the curb or boundary of the roadway with the front end of the vehicle at such curb or boundary.
- 10.3 Where angle parking spaces are designated by lines painted on the roadway, no person shall stop or park any vehicle except within an area so designated as a parking space.

11.0 No stopping

No person shall STOP a vehicle on a highway in any of the following places:

- 11.1 on or over a sidewalk.
- 11.2 within an intersection.
- 11.3 within a designated pedestrian crossover.
- 11.4 within 12.5 metres (41 feet) of a pedestrian crossover.
- 11.5 between a construction safety zone and the adjacent side of the roadway or within 15 metres (49 feet) of the points of such side opposite the ends of the safety zone.
- 11.6 alongside or across the highway from any excavation or obstruction in the roadway when the free flow of traffic would thereby be impeded.
- 11.7 on the roadway alongside of any stopped or parked vehicle.

- 11.8 upon any bridge.
- 11.9 on any centre boulevard or centre strip separating two roadways or adjacent to either side or ends of such middle boulevard or centre strip.
- 12.0 No Parking
No person shall park a vehicle on a highway in any of the following places:
- 12.1 in front of or within 1 metre (39 inches) of a driveway or laneway or so as to obstruct vehicles in the use of a driveway or laneway.
- 12.2 in front of the entrance or exit to a lot or building where fire department vehicles, public utility vehicles, police vehicles, or other emergency vehicles are kept or stored, in such a manner as to impede the movement of such vehicles.
- 12.3 within 3 metres (10 feet) of a point in the edge of the roadway adjacent to a fire hydrant.
- 12.4 within 12.5 metres (41 feet) of a pedestrian crossover.
- 12.5 within 9 metres (30 feet) of an intersecting roadway.
- 12.6 within 15 metres (49 feet) of any intersection controlled by traffic signals.
- 12.7 on any roadway having an overall width of less than 6 metres (20 feet).
- 12.8 in front of an entrance to or exit from any building or enclosed space in which persons may be expected to congregate in large numbers such as hotels, theatres, public halls.
- 12.9 in such a position as will prevent the removal of any other vehicle previously parked.
- 12.10 in front of the entrance to any place where goods or merchandise are regularly delivered or removed.
- 12.11 in a place so as to interfere with the formation of a funeral procession.
- 13.0 Highway Traffic Act Regulation
Where signs in accordance with the regulations of the Highway Traffic Act are erected and on display, no person shall on any highway park any vehicle:
- 13.1 Within fifteen (15) metres (49 feet) of an intersection.
- 13.2 Within thirty (30) metres (98.5 feet) of an intersection controlled by traffic signals.
- 13.3 Within twenty-five (25) (82 feet) of any point designated as a bus or coach stop.
- 13.4 Between 8:30 a.m. to 4:30p.m. upon that side of a highway adjacent to any school property.

14.0 Winter Parking

No person shall park on any highway between the hours of 2:00 a.m. to 7:00 a.m. inclusive during the months of November, December, January, February, March, and April.

15.0 Closed Highways

No person shall drive or park a vehicle except an emergency vehicle or a vehicle authorized by the Public Works Manager, or designate, or by a Police Officer, through or enter upon any highway, or part thereof, that is roped or barricaded or marked by authorized signs prohibiting its use.

16.0 Overnight Parking By Permit

Where signs are erected and on display no person shall park any vehicle between the limits set out respectively in Columns 1, and 2 of **Schedule "K"** attached hereto, and forming a part of this By-law, during the times set out in Column 3 of the said Schedule except by Overnight Parking Permit.

17.0 Loading Zones

Where signs in accordance with the Regulations of the Highway Traffic Act, are erected and on display no person shall park a vehicle for more than ten (10) minutes in a loading zone on any highway at the side or sides as set out in **Schedule "M"** attached hereto and forming part of this By-law.

18.0 Storing of Vehicles on Roadways and Municipal Parking Lot

Notwithstanding any regulations herein contained with respect to the parking of vehicles, no person shall use any part of any roadway or municipal parking lots for the storing of a new or used motor vehicle in the process of being repaired or awaiting repairs, or to be wrecked or for parking or storing any other vehicles or machinery of various kinds for sale or awaiting repairs, or to be wrecked, except such repairs as have been necessitated by an emergency.

19.0 Continuous Parking

No Person shall park a vehicle on a highway for a continuous period of time of more than thirty-six (36) hours.

20.0 Heavy Trucks

No person shall park a heavy truck on any highway between 8:00p.m. of one day to 6:00 a.m. of the next.

21.0 No Parking

Where signs in accordance with the Regulations of the Highway Traffic Act are erected and are on display no person shall park a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "B"** attached hereto and forming a part of this By-law, during the prohibited times or days set out in Column 4 of the said Schedule.

22.0 Restricted Parking

Where signs in accordance with the Regulations of the Highway Traffic Act are erected and are on display no person shall park a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "C"** attached hereto and forming a part of this By-law, during the times and/or days set out in Column 4 of the said Schedule for a longer period than that set out in Column 5 of the said Schedule.

23.0 No Stopping

Where signs in accordance with the Regulations of the Highway Traffic Act, are erected and are on display no person shall stop a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "D"** attached hereto and forming a part of this By-law, during the prohibited times or days set out in Column 4 of the said Schedule.

24.0 Designated One-Way Streets

24.1 The highways set out in Column 1 of **Schedule "E"** attached hereto and forming a part of this By-law, between the limits set out in Column 2 and the said Schedule, are hereby designated for one-way traffic only in the direction set out in Column 3 of the said Schedule.

24.2 No person shall drive a vehicle on highway designated for one-way traffic except in direction so designated only.

24.3 Each designation made by section 24.1 shall be effective upon the erection of official signs in accordance with the Regulations of the Highway Traffic Act.

25.0 Designated Pedestrian Crossovers

25.1 The portions of roadways set out in Column 1 of **Schedule "F"** attached hereto and forming a part of this By-law, at the location names in Column 2 of the said Schedule are designated as pedestrian crossovers.

25.2 When sidewalks are not provided on a highway a pedestrian walking along the highway shall walk on the left side thereof facing oncoming traffic and, when walking along the roadway, shall walk as close to the left side thereof as possible.

25.3 Each designation made this Section shall be effective upon signs being erected in accordance with the Regulations of the Highway Traffic Act.

26.0 U-Turns

26.1 Where U-turns are not prohibited, no driver shall make a U-turn unless it can be made in safety and without interfering with other traffic.

26.2 Where signs are erected and are on display, in accordance with the Regulations of the Highway Traffic Act, no driver shall turn any vehicle, in any intersection or portion of highway set out in Column 1 of **Schedule "G"** to this By-law proceeding in the

direction or emerging from a property set out in Column 2 of the said Schedule, in the direction set out in Column 3 of the said Schedule, during the times or days set out in Column 4 of the said Schedule.

27.0 Restricted Disabled Persons Parking

27.1 The municipality may designate certain parking spots for use by disabled persons only as defined in regulation 581 to the Highway Traffic Act, as amended. The parking spots set out on **Schedule "H"** to this By-law and designated by the appropriate disabled person parking permit sign shall be for the exclusive use of any individual having a valid disabled person parking permit issued under and displayed in accordance with the Highway Traffic Act and the regulations made thereunder. No person shall park a vehicle in the designated spots identified on **Schedule "H"** without displaying a valid disabled person parking permit

27.2 The provisions of this By-law in respect to Restricted Parking as detailed in section 27.1 and as described on **Schedule "H"** to this By-law shall not apply to vehicles parked for the convenience of the physically handicapped and which display a valid disabled person parking permit issued under the Highway Traffic Act.

27.3 Any vehicle parked in contravention of this section may be removed and impounded at the owner's expense and all costs incurred become a lien against the motor vehicle.

28.0 Stop Signs

28.1 The intersection of streets as set out in **Schedule "I"** to this By-law are designated as intersections where stop signs shall be erected for traffic travelling as per said **Schedule "I"**

28.2 The intersections set out in Column 1 of section 2 of **Schedule "I"** to this By-law are designated as intersections where all way stops signs shall be erected for traffic travelling in direction as designated in Column 2 of section 2 of the said schedule.

29.0 Community Safety Zones

When official signs are erected and on display, on highways as set out in **Schedule "J"** of this By-law, Column 1 between the limits set out in Column 2 and Column 3 during the times or days set out in Column 4, are hereby designated as Community Safety Zones.

30.0 Parked Vehicle Causing Interference to be Hauled

30.1 No person shall park or stand a vehicle on a highway in such a manner as to interfere with the movement of traffic or the clearing of snow from the highway.

30.2 The Works Manager, or designate, shall carry out the provisions of this section.

- 30.3 The Works Manager, upon discovery of any vehicle parked or standing in any place contrary to this By-law, may cause said vehicle to be hauled away to a municipal compound for that purpose, and all costs and charges for the hauling, care and storage of the said vehicle, are a lien upon the vehicle, which may be enforced in the manner provided by the Repair and Storage Liens Act, and all such charges shall be paid at the Municipal Office prior to the release of the said vehicle from the municipal compound.
- 30.4 The Works Manager shall, as soon as practical after a vehicle has been hauled to a municipal compound, report the following information to the Ontario Provincial Police: license plate number, date, time and location from where the vehicle was removed, location and phone number to where the vehicle was towed and the name of the Municipal Officer.

31.0 Rate of Speed

The Rate of Speed set out in Column three (3) of **Schedule "L"** shall be the maximum permitted speed on that section of highway set out in Column One (1) for which the limits are more particularly described in Column Two (2).

32.0 Schedules Part of the By-law

The Schedules referred to in this By-law form part of this By-law and each entry in Column 1 of such Schedule shall be read in conjunction with the entry or entries across there from and not otherwise.

33.0 Penalties

- 33.1 Save as otherwise provided herein, any person violating any of the provisions of this By-law of an offence and subject to the penalties as prescribed in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 33.2 Any person violating any of the provisions of Section 27(designated parking space) is guilty of an offence and on conviction is liable of a fine of not less than \$300.00 as provided by the Municipal Act, 2001, s. 427.
- 33.3 Where a vehicle has been left parked, stopped or standing in contravention of this By-law, the owner of the vehicle is guilty of an offence, even though the owner was not the driver of the vehicle at the time of the contravention, and is liable to the applicable fine unless, at the time of the offence, the vehicle was in the possession of another person without the owner's consent.

34.0 Voluntary Payment of Penalties

Section 432 of the Municipal Act, 2001 authorizes a By-law to establish a procedure for the voluntary payment of penalties out of court when dealing with By-laws related to parking, standing or stopping of vehicles.

- 34.1 Notwithstanding all other provisions of this Part in respect to penalties for violation of the provisions of this By-law, any person may, upon presentation of a parking violation tag issued by a police officer or a By-law enforcement officer alleging commission of any of the offences under this By-law, pay out of court within the time limit specified on the said parking tag the penalty set out opposite such offence.
- 34.2 Under such payment, no further proceedings shall be taken under this By-law in respect of the said offence alleged in the parking violation tag.
- 34.3 If a voluntary payment is not made in accordance with the procedure provided in sub-section 28.1 of this Section, the procedures of the Provincial Offices Act or any successors thereof shall apply.

35.0 Effective Date

That By-law 43-08 is hereby rescinded and that this By-law come into force and effect upon final reading.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, CAO/Clerk

Schedule A
to
By-law 2020

Angle Parking

Column 1	Column 2	Column 3	Column 4
Highway	Side(s)	From	To
2ND AVE SE	Both	2ND ST SE	3RD ST SE

Schedule B
to
By-law 2020

No Parking

Column 1	Column 2	Column 3		Column 4
<i>Highway</i>	<i>Side(s)</i>	<i>From</i>	<i>To</i>	<i>Time</i>
CHESLEY				
1ST AVE N	East	3RD ST ANW	4TH ST NE	At all times
1ST AVE N	West	2ND ST NE	80 metres North	At all times
4TH ST NE	Both	1ST AVE N	2ND AVE NE	At all times
2ND ST SE	South	1ST AVE S	East end of 2ND AVE	At all times
3RD ST SE	North	2ND AVE SE	4TH AVE SE	At all times
3RD ST SE	South	1ST AVES	2ND AVE SE	At all times
5TH ST SE	North	1ST AVES	4TH ST SE	At all times
7TH ST SE	North	1ST AVES	2ND AVE SE	At all times
2ND AVE SE	West	3RD STSE	4TH STSE	At all times
4TH ST SE	North	1ST AVES	Community Park	At all times
3RD AVE SE	West	3RD ST SE	4TH ST SE	At all times
2ND AVE SE	West	5TH STSE	7TH ST SE	At all times
6TH ST SE	North	1ST AVES	2ND AVE SE	At all times
2ND AVE SW	East	2ND ST SW	3RD ST SW	At all times
2ND AVE SW	West	3RD STSW	4TH STSW	At all times
2ND AVE SW	East	4TH ST SW	7TH STSW	At all times
7TH ST SW	North	1ST AVES	2ND AVE SW	At all times
1ST AVES	East	7TH ST SW	7TH STSE	At all times
2ND AVE SW	Both	2ND STSW	Old School Road	At all times
Queen St	West	Rowe St	Teeswater Bridge	At all times
Queen St	East	Rowe St	Teeswater Bridge	At all times
PAISLEY				
Rowe St	North	Queen St	Mill Drive	At all times
Goldie St	North	Queen St	East town limits	At all times
Goldie St	South	Queen St	Bridge	At all times
Inkerman	North	Queen St	Victoria St	At all times
TARA				
Yonge St	East	Whites AVE	South to Town Limits	At all times
Yonge St	West	Whites AVE	Mill St	At all times
Whites AVE	South	Yonge St	West 200 M	At all times

Schedule C
to
By-law 2020

Restricted Parking

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Sides(From	To	Times/Days	For
CHESLEY					
1ST AVES	Both	Saugeen River Bridge	4TH ST SW	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	2 hours
1ST AVES	West	South end Post Office lot	North end Post Office lot	9:00 a.m.- 6:00 p.m. Mon-Sat Except Holidays	15 minutes
PAISLEY					
Queen St	Both	Inkerman St	Rowe ST	9:00 a.m.-6:00 p.m. Mon-Sat	2 hours
Queen St	Both	North end of bridge	Church ST	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	2 hours
Queen St	East	30' South of Post Office	North end of Post	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	15 minutes
TARA					
Yonge St N	Both	Whites AVE	Bruce St	9:00 a.m.- 6:00 p.m. Mon-Sat Except Holidays	2 hours

Schedule D
To
By-law 2020

No Stopping

Column 1	Column	Column		Column 4	Column 5
Highway	Sides(s)	From	To	Times/Days	For
CHESLEY					
None					

Schedule E
To
By-law 2020

Designated One-Way Streets

Column 1 Highway	Column 2 From	Column 3 To
CHESLEY		
4TH STSE	4TH AVE SE	East to Community Centre

Schedule F

To

By-law 2020

Designated Pedestrian Crossovers

Column 1	Column 2
Highway	Location
CHESLEY	
1 ST AVE S	At a point situate .5 M south of 2ND ST S

Schedule G
To
By-law 2020

Providing for Restricted Turning Movements

Column 1	Column 2	Column 3	Column 4
Highway	Proceeding Direction	Turning	Times
CHESLEY			
1ST AVE S at 4TH ST S	All directions	U-Turns	At all times
1ST AVE S at 3RD ST S	All directions	U-Turns	At all times
1ST AVE S at 2ND ST S	All directions	U-Turns	At all times
1ST AVE N at 4TH ST N	All directions	U-Turns	At all times

Schedule H

To

By-law 2020

Designated Disabled Persons Parking

The following parking spots are designated exclusively for the use of disabled persons who have been issued and clearly display in accordance with the Highway Traffic Act and the regulations thereunder a disabled persons parking permit and these spots shall be signed as such:

Chesley

- i. One (1) space located on east side 1ST Ave S being the fifth space north of 2ND St SE;
- ii. One (1) space located on the west side of 1st Ave S being the fifth space south of 2nd St SE;
- iii. One (1) space located on the north side of 3RD St SW being the first space west of 1ST Ave S;
- iv. One (1) space located on the north side of the Chesley Medical Clinic building fronting 2nd St SE;
- v. One (1) space located in the Municipality of Arran-Elderslie's Municipal Office parking lot being the first space immediately east of the front entrance;
- vi. Two (2) spaces located on the east side of 2ND Ave SE along Medical Clinic being the first two spaces south of 2nd St SE;
- vii. Three (3) spaces located on the west side of the Arena/Community Centre building fronting 4thAve SE;
- viii. One(1) space located on the east side of the Arena/Community Centre building fronting 4th Ave SE;

Paisley

- i. One (1) space located on the eastside of Queen St S;
- ii. One (1) space located on the west side of Queen St S being the first spot south of Rowe St;
- iii. One (1) space located on the west side of Water St being the last space south of Goldie St;
- iv. Two (2) spaces located immediately east of the front entrance to the Arena/Community Centre building fronting Church St;
- v. Two (2) spaces located in the Medical Clinic parking lot on Victoria St S.

Tara

- i. Two (2) spaces located on each side of the Arena/Community Centre entrance fronting Hamilton St;
- ii. One (1) space located in the municipal parking lot on 24 Yonge St N.

Schedule I
To
By-law 2020

Stop Signs

1. Every driver approaching a stop sign at an intersection;
 - i. shall stop his vehicle at a marked stop line or if none, then immediately before entering the nearest crosswalk or if none, then immediately before entering the intersection,
 - ii. shall yield the right of way to traffic in the intersection or approaching the intersection on another highway so closely that to proceed would constitute an immediate hazard and having so yielded the right of way, may proceed, and
 - iii. when appropriate signs are on display, vehicles travelling on the street listed in Column 1, in the direction listed in Column 3, must come to a complete stop and yield the right of way to traffic travelling on the street listed in Column 2.

Arran

Column 1 (Stop)	Column 2	Column 3
B-Line	Elderslie-Arran	North or South
B-Line	Concession 2	North or South
B-Line	Concession 4	North or South
Sideroad 5 South	Elderslie-Arran	North or South
Sideroad 5 South	Concession 2	North or South
Sideroad 5 South	Concession 4	North or South
Sideroad 5 North	Concession 12 West	North
Sideroad 10 South	Elderslie-Arran	North or South
Sideroad 10 South	Concession 2	North or South
Sideroad 10 South	Concession	North or South
Sideroad 15	Elderslie-Arran	North or South
Sideroad 15	Concession 2	North or South
Sideroad 15	Concession 4	North or South
Sideroad 15	Concession 8 East	North or South
Sideroad 15	Concession 10 East	North or South
Sideroad 15	Concession 13 West	North
Sideroad 15 North	Concession 13 West	South
Sideroad 20	Elderslie-Arran	North or South
Sideroad 20	Concession 2	North or South
Sideroad 20	Concession 4	North or South
Sideroad 20	Concession 8 East	North or South
Sideroad 20	Concession 10 East	North or South
Sideroad 25 South	Elderslie-Arran	North or South
Sideroad 25 South	Concession 2	North and South
Sideroad 25 South	Concession 4	North and South
Sideroad 25	Concession 8 East	South
Sideroad 25	Concession 10 East	North
Sideroad 25 North	Concession 12 East	South
Mill Road	Concession 4	South
Mill Road	Concession 6	North
Margaret St	Concession 6	South

Column 1 (Stop)	Column 2	Column 3
Blind Line	Sideroad 15	East
Concession 8 East	Sideroad 10 South	West
Concession 10 West	B-Line	West
Concession 10 West	Sideroad 5 North	East
Concession 10 East	Sideroad 10 South	West
Concession 12 West	B-Line	West
Concession 12 East	Sideroad 20	West
Concession 13 West	Sideroad 10 North	West
Concession 13 West	Sideroad 20	East
Concession 13 East	Sideroad 25 North	East

Allenford

Column 1 (Stop)	Column 2	Column 3
Nickason Drive	Morrison Ave	East
Morrison Ave	Thomas St	North

Chesley

Column 1 (Stop)	Column 2	Column 3
2 nd Ave NW	4 th St NW	South
2 nd Ave NE	2 nd St NE	South
2 nd Ave SW	2 nd St SW	North or South
2 nd Ave SW	3 rd St SW	North or South
2 nd Ave SW	4 th St SW	North or South
2 nd Ave SW	7 th St SW	South
2 nd Ave SE	2 nd St SE	North
2 nd Ave SE	3 rd St SE	North or South
2 nd Ave SE	4 th St SE	South
2 nd Ave SE	5 th St SE	North
2 nd Ave SE	7 th St SE	North or South
3 rd Ave SW	2 nd St SW	North or South
3 rd Ave SW	3 rd St SW	North or South
3 rd Ave SW	4 th St SW	North or South
3 rd Ave SW	7 th St SW	South
3 rd Ave SE	3 rd St SE	North
3 rd Ave SE	4 th St SE	South
3 rd Ave SE	7 th St SE	North
3 rd St SW	5 th Ave SW	West
4 th Ave SW	2 nd St SW	North or South
4 th Ave SW	3 rd St SW	North or South
4 th Ave SW	4 th St SW	North or South
4 th Ave SW	7 th St SW	South
4 th Ave SE	3 rd St SE	North
4 th Ave SE	4 th St SE	North or South
5 th St SE	4 th Ave SE	North
5 th Ave SW	4 th St SW	North or South
5 th Ave SW	7 th St SW	South
6 th St SE	2 nd Ave SE	East
6 th Ave SW	4 th St SW	North
6 th Ave SW	7 th St SW	South
8 th St SE	3 rd Ave SE	West
8 th St SE	4 th Ave SE	East or West
9 th St SE	3 rd Ave SE	East or West
9 th St SE	4 th Ave SE	East
10 th St SE	3 rd Ave SE	West

Column 1 (Stop)	Column 2	Column 3
10 th St SE	4 th Ave SE	West
Alexandria	4 th St SW	South
Bradley St	Tower Rd	West
Centennial	Tower Rd	East
Durst	3 rd Ave SE	East
Fairview Drive	Martha Ave	East
Fairview Drive	Tower Rd	West
Fairview Drive	Bradley St	North
Hawkins	4 th St NW	North
Lawn Bowling	2 nd St SE	North
Northview Cr (South)	Tower Rd	West
Northview Cr (North)	Tower Rd	West
Thomas Rd	2 nd St SW	North or South
Thomas Rd	4 th St SW	South
Thomas Rd	4 th St NW	North
Wilson	12 th St SE	South

Elderslie

B-Line	Concession 8	South
B-Line	Concession 10	North or South
Old Brant-Elderslie (Bridge)	Brant-Elderslie	South
Sideroad 5 South	Brant-Elderslie	West and South
Sideroad 5	Concession 2	South
Sideroad 5	Concession 6	North or South
Sideroad 5	Concession 8	North or South
Sideroad 5	Concession 10	North or South
Sideroad 10 South	Brant-Elderslie	South
Sideroad 10 South	Concession 2	North
Sideroad 10 North	Concession 8	South
Sideroad 10 North	Concession 10	North or South
Sideroad 15 South	Concession 2	North or South
Sideroad 15 South	Concession 6	North or South
Sideroad 15 South	Concession 8	North or South
Sideroad 15 South	Concession 10	North
Sideroad 15 North	Concession 10	South
Sideroad 20 South	Concession 2	South
Sideroad 20 South	Concession 6	North
Sideroad 20 North	Concession 10	South
Sideroad 25 South	Concession 2	North or South
Sideroad 25 South	Concession 6	North or South
Sideroad 25 South	Concession 8	North or South
Sideroad 25 South	Concession 10	North or South
Brant-Elderslie	Sideroad 15 South	East or West

Paisley

Column 1 (Stop)	Column 2	Column 3
Angie	Maggie	North
Angie	Cambridge	South
Albert	Arnaud	South
Albert	Balaklava	North or South
Albert	Inkerman	North or South
Albert	Water	North
Alma	Albert	East

Column 1 (Stop)	Column 2	Column 3
Alma	Duke	West
Alma	James	West
Arnaud	Victoria St South	East
Arnaud	George	East
Balaklava	James	East
Balaklava	Wellington	West
Cormack	Regent	East
Duke	Balaklava	North or South
Enoch	Cambridge	South
Enoch	Maggie	North
George St South	Balaklava	North or South
George St South	Inkerman	North or South
George St South	Water	North
James	Water	North
Nelson	Alma	South
Nelson	Inkerman	North
North	George St N	East
Orchard	George St N	East
Regent St North	Church	North or South
Regent St South	Alma	North
Regent St South	Balaklava	South
Regent St South	Arnaud	North
Ross	Bristow	North or South
Ross	Murdoch	North or South
Ross	North	North or South
Ross	Orchard	North or South
Ross	Church	South
Rowe	Mill	West
Victoria St North	Church	North or South
Victoria St South	Canrobert	South
Victoria St South	Rowe	North
Water	James	West

Tara

Stop	Column 1	Column 2	Column 3
Ann St		Main St	Northwest or Southeast
Ann St		River	Southeast
Bruce St		Maria St	East
Chestnut Hill Crescent		Brook St West	South
Chestnut Hill Crescent		Brook St West (Francis)	South
Elgin Ave		Brook St West	North
Elgin Ave		Matilda	South
Francis St		Brook St West	North
Hamilton St		Mill	North
Heather Lynn		Mill	North
John		Hamilton	East or West
John		Heather Lynn	West
Main		River St	Northeast
Maria		North St	North
Market		River St. (Church)	Northwest
Market		Main St	Northwest or Southeast
Market		River St	Southeast

Stop	Column 1	Column 2	Column 3
Mary Ann		Hamilton	West
Sprucedale Lane		Brook St West	South

All Way Stops

2. Every driver approaching an all way stop sign at an intersection:
 - i. shall stop his/her vehicle at a marked stop line or if none, then immediately before entering the nearest crosswalk or if none, then immediately before entering the intersection,
 - ii. shall yield the right of way to traffic in the intersection or to traffic that has already come to a complete stop as outlined in section a) above prior to the subject vehicle having done so and having so yielded the right of way, may proceed, and enter the intersection only if such entrance would not constitute an immediate hazard and,
 - iii. when appropriate signs are on display, vehicles approaching the intersection listed in Column 1 will stop at the intersection so listed when traveling in the directions as set out in Column 2.

Column 1 Intersection	Column 2 Direction of Travel
(Arran) B-Line and Concession 8 Arran West	North Bound on B-Line South Bound on B-Line East Bound on Con 8 West Arran West Bound on Con 8 West Arran
(Chesley) 4 th Ave SE and 7 th St SE	North Bound on 4 th Ave SE South Bound on 4 th Ave SE East Bound on 7 th St SE West Bound on 7 th St SE
(Chesley) Community Park and Trailer Park	North Bound to Pool South Bound to Arena East Bound to Trailer Park West Bound to 3 rd St SE
(Paisley) Alma and Victoria St South	East Bound on Alma West Bound on Alma North Bound on Victoria St South South Bound on Victoria St South
(Paisley) Balaklava and Victoria St South	East Bound on Balaklava West Bound on Balaklava North Bound on Victoria St South South Bound on Victoria St South
(Paisley) Cambridge and Ross St	East Bound on Cambridge North Bound on Ross South Bound on Ross
(Paisley) Inkerman and James	East Bound on Inkerman West Bound on Inkerman North Bound on James South Bound on James

Schedule J
To
By-law 2020

Community Safety Zones

Column 1	Column 2		Column 3
<i>Highway</i>	<i>From</i>	<i>To</i>	<i>Times/Days</i>
CHESLEY			
4TH ST SE	1ST AVE S	4TH AVE SE	At all times
4TH AVE SE	4TH ST SE	7TH ST SE	At all times
ST 7TH SE	4TH AVE SE	1ST AVE S	At all times
TARA			
Brooke St W	Yonge St N	600 M west of Francis St	At all times
PAISLEY			
Balaklava St	Queen St S	Victoria St S	At all times
Victoria St S	Balaklava St	Arnaud St	At all times
Arnaud St	Victoria St S	Duke St	At all times

Schedule K

To

By-law 2020

Overnight Parking By Permit

Column 1	Column 2	Column 3
Parking Space	Number of Spaces	Times/Days
CHESLEY		
Riverside Drive	28	8:00 p.m.to 8:00 a.m.
2 ND ST SW & 2 ND AVE SW	6	At all times
PAISLEY		
Paisley Community Centre	5	At all times
Paisley Post Office Parking Lot, 381 Queen St S	5	At all times
381 Queen St S, (designated for Bruce County Housing)	3	At all times

Schedule L
To
By-law 2020

Providing for Speed Limits

Column 1	Column 2		Column 3
<i>Highway</i>	<i>From</i>	<i>To</i>	<i>Speed</i>
ALLENFORD			
Thomas St	Hwy 21	Dead End	30 KM PER HR
ARRAN LAKE			
Sideroad 10 South	Uranick Lane	Dead End	20 KM PER HR
Sideroad 10 South	Concession 10 East	Uranick Lane	50 KM PER HR
CHESLEY			
Thomas Rd	4 TH St SW	Bearman St	40 KM PER HR
All Other Streets			50 KM PER HR
Riverside Park	1 st Ave S	2 nd St SW	20 KM PER HR
Community Park	2nd St SE	4 th St SE	20 KM PER HR
Chesley Trailer Park	Community Park	Dead End	8 KM PER HR
PAISLEY			
All Streets			50 KM PER HR
Rotary Park	James St	Inkerman St	10 KM PER HR
TARA			
All Streets			50 KM PER HR

Schedule M

To

By-law 2020

Loading Zones

Chesley

- I. One (1) space located on 2ND AVE SW being the first space west of 1ST AVE S

PART II PROVINCIAL OFFENCES ACT
THE MUNICIPALITY OF ARRAN-ELDERSLIE
BY-LAW #46-2020

Being a by-law to regulate traffic and parking within the Municipality of Arran-Elderslie

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1	Parking in contravention of official sign	Section 5	\$30.00
2	Parking- face wrong way	Section 9.1	\$30.00
3	Parking- improper on right side	Section 9.2	\$30.00
4	Stopping- improper right side	Section 9.2	\$30.00
5	Parking-improper left side	Section 9.3	\$30.00
6	Stopping- improper left side	Section 9.3	\$30.00
7	Parking- improper angle	Section 10	\$30.00
8	Stopping- on sidewalk	Section 11.1	\$50.00
9	Stopping-intersection	Section 11.2	\$50.00
10	Stopping-pedestrian crossover	Section 11.3	\$30.00
11	Stopping- within 12.5 m pedestrian crossover	Section 11.4	\$30.00
12	Stopping- safety zone	Section 11.5	\$30.00
13	Stopping- impede traffic	Section 11.6	\$50.00
14	Stop beside stopped or parked vehicle	Section 11.7	\$50.00
15	Stop on bridge	Section 11.8	\$50.00
16	Stop on median	Section 11.9	\$30.00
17	Park obstructing driveway	Section 12.1	\$50.00
18	Park as to obstruct entrance/exit	Section 12.2	\$100.00

	of emergency vehicles		
19	Park within 3m of fire hydrant	Section 12.3	\$100.00
20	Park within 12.5 m of pedestrian crossover	Section 12.4	\$30.00
21	Park within 15m of traffic signals	Section 12.6	\$30.00
22	Park on roadway with width less than 6m	Section 12.7	\$50.00
23	Park as to obstruct crowd movement	Section 12.8	\$30.00
24	Park as to prevent removal of previously parked vehicle	Section 12.9	\$30.00
25	Parked as to obstruct delivery of goods	Section 12.10	\$30.00
26	Park as to interfere with funeral procession	Section 12.11	\$30.00
27	Park within 15m of intersection	Section 13.1	\$30.00
28	Park within 30 m of controlled intersection	Section 13.2	\$30.00
29	Park within 25m of bus stop	Section 13.3	\$30.00
30	Park adjacent to school property during school hours	Section 13.4	\$30.00
31	Park between 2:00 a.m. and 7:00 a.m. November to April	Section 14	\$30.00
32	Park- no permit	Section 16 Schedule L	\$30.00
33	Park in loading zone more than 10 min	Section 17	\$30.00
35	Park for more than 36 continuous hours	Section 19.0	\$30.00
36	No Parking	Section 21 Schedule B	\$30.00
37	Park on highway where signs	Section 22 Schedule C	\$30.00

	displayed		
38	Stop on highway where signs displayed	Section 23 Schedule D	\$30.00
39	Park in designated disabled space	Section 27.1 Schedule H	\$300.00
40	Parking-causing interference	Section 30.1	\$50.00

Note: the general penalty provision for the offences listed above is Section 33.1 of By-law 46-2020, a certified copy of which has been filed.

PART I PROVINCIAL OFFENCES ACT
THE MUNICIPALITY OF ARRAN-ELDERSLIE
BY-LAW #46-2020

Being a by-law to regulate traffic and parking within the Municipality of Arran-Elderslie

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1	Drive vehicle on sidewalk	Section 6.1	\$200.00
2	Drive vehicle over raised curb	Section 6.2	\$200.00
3	Roadway-place debris	Section 7.0	\$200.00
4	Roadway- cause/allow damage	Section 8.0	\$200.00

Note: the general penalty provision for the offences listed above is Section 33.1 of By-law 46-2020, a certified copy of which has been filed.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRW.20.32

SUBJECT: Allenford Sidewalk Replacement

PURPOSE:

Approve of extra funds to remove and replace 170 metres of sidewalk in Allenford in the 2020 construction year.

RECOMMENDATION(S):

That Council approve an extra \$28,000 to remove and replace sidewalks along Highway 21 from Anne-Mill Street east, approximately 170 metres, financed by Roads Reserve (01-0000-2124).

Submitted by:

Reviewed by:

Reviewed by:

Scott McLeod

Christine Fraser-McDonald

Bill Jones

Scott McLeod
Public Works Manager

Christine Fraser-McDonald
Deputy Clerk

Bill Jones
CAO/Clerk

BACKGROUND:

The existing sidewalk along Highway 21 in Allenford from Anne-Mill Street east is stone slabs. The sidewalk is at a lower grade than the Highway and has become overgrown in vegetation in the past years. Staff had plans drafted and submitted to the Ministry of Transportation of Ontario for approval. The agreement was sent and signed by the Municipality at the end of May. Public Works staff is getting estimates on the concrete work and can proceed on this project once the signed MTO agreement is received from the Ministry.

During the budget process and with the presence of Covid-19 the amount of funds for this project was only put in for plans and preconstruction work. The original plan was to defer the project till 2021. The option to complete this project in 2020 could be possible once the documents are received and if the additional funds are approved.

FINANCIAL:

The 2020 Budget for the Allenford Sidewalk Project is \$15,000. Funds are allocated in Account #02-2566-7134 (\$10,000) and Account #02-2500-7134 (\$5,000). Engineers estimate for the project is \$43,000. To complete the project an additional \$28,000 is needed. This increase in budget can be financed from the Roads Reserve Account #01-0000-2124, which has a current balance of \$970,231.

CONCLUSION:

Staff recommends that Council approve the extra funds to complete the Allenford Sidewalk Project once the Ministry of Transportation documents are received.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10th 2020
SRW.20.33

SUBJECT: Request for Financial Assistance for Burgoyne Resident

PURPOSE:

Provide Council with information regarding a request for financial assistance for a resident on the Burgoyne Water System.

RECOMMENDATION(S):

That Council review the report and pick one of the provided options for the resident in Burgoyne.

Prepared by:

Submitted by:

Reviewed by:

Original Signed by

Original Signed by

Original Signed by

Mark O'Leary
Water/Sewer Foreman

Scott McLeod
Works Manager

Bill Jones
CAO/Clerk

BACKGROUND:

The Municipality has been working towards fragmentation of the Burgoyne Water System since the residents in the Hamlet choose this option in 2019. Many residents have returned to existing well sources, or drilled wells on their property for future water consumption. The Municipality has an Environmental Compliance Approval from the Ministry of Environment Parks and Conservation to run the system until July 31st 2020. An Arran-Elderslie resident on the system has reached out to the Municipality to inquire about financial aid in order to drill a well on the property for water. The resident does not have available funds for this work. The resident claims they would be looking at a maximum of twenty thousand dollars (\$20,000) for the project.

Several options are available to the Municipality moving forward that council may want to consider.

Option A: The Municipality could loan some, or all of the requested money to the resident, and lien it against the property through taxes, at the suggested rate of 3.15%.

Option B: The Municipality could sell or transfer the existing well to the resident. The fragmentation option allows the Municipality to continue to own the land which the well is on, but not have any ownership in the well. The resident would become responsible for all costs associated with the well including hydro and upkeep of the station. I believe we would have to come up with a legal contract with this resident. Included in that would be costs associated with digging three times in Burgoyne to make physical disconnects of the existing water system. I believe it should also include that the resident would be responsible for proper decommissioning of the well in the future by a licensed company.

Option C: The Municipality could sell or transfer the existing well and land to the resident. The resident would become responsible for all costs associated with the well and land including hydro and up keep of the station and property. Included in that would be costs associated with digging three times in Burgoyne to make physical disconnects of the existing water system. I believe it should also include that the resident would be responsible for proper decommissioning of the well in the future by a licensed company.

Option D: Do nothing, allow resident to stay on the system for an additional 30-60 days, and find their own funding for the project.

FINANCIAL:

Any funds would have to be withdrawn from Arran-Elderslie Water Reserve Account (01-0000-2136.) Report 20-05 presented to council earlier this year suggest an annual interest rate of 3.15% would be applied to anyone requesting assistance for payment owed for operating the system the past two years. I would recommend carrying this rate forward for consistency purposes. The Treasurer has reviewed this report and confirms that the Municipal Act does allow for a loan, for purposes such as the one being considered.

CONCLUSION:

That Council review and direct staff on a preferred option or make an alternative recommendation.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL

August 10th, 2020

SRCBO.20.07

SUBJECT: Building Permit Information

PURPOSE:

To provide information of the July 2020 Building Permit Applications

RECOMMENDATION:

That SRCBO.20.07 – Building Permit Information – July 2020– be received for information purposes

Submitted by:

A blue ink signature of Patrick Johnston, Chief Building Official.

Patrick Johnston
Chief Building Official

Reviewed by:

Bill Jones
CAO/Clerk

CONCLUSION:

That this report be received for information purposes only.

Appendices:

A –Building Permits – July 2020



Municipality of Arran Elderslie

The following permits were issued:

Class	Type	Month- July 2020																	
		Permits Issued						Construction Values						Permit Values					
		2016	2017	2018	2019	2020	2016	2017	2018	2019	2020	2016	2017	2018	2019	2020			
Residential - House		0	1	2	1	1	\$0.00	\$485,000.00	\$757,000.00	\$400,000.00	\$400,000.00	\$4,042.50	\$3,727.50	\$5,565.00	\$3,937.50	\$3,406.72			
Residential - Addition / Reno		2	2	1	1	1	\$20,900.00	\$58,000.00	\$250,000.00	\$150,000.00	\$25,000.00	\$1,246.00	\$780.00	\$1,980.00	\$742.50	\$165.00			
Residential - Deck / Porch		3	1	2	3	4	\$13,000.00	\$5,000.00	\$10,000.00	\$13,000.00	\$42,500.00	\$315.00	\$105.00	\$210.00	\$420.00	\$1,037.00			
Residential - Accessory		3	0	2	2	1	\$44,000.00	\$0.00	\$25,000.00	\$16,996.00	\$8,500.00	\$1,470.00	\$0.00	\$420.00	\$630.00	\$125.00			
Residential - Multi-Unit*		0	2	0	3	0	\$0.00	\$1,350,000.00	\$0.00	\$1,999,998.00	\$0.00	\$0.00	\$13,995.00	\$0.00	\$0.00	\$0.00			
Other (Pool, Fireplace, etc)		0	1	0	0	0	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$280.00	\$175.00	\$0.00	\$0.00	\$0.00			
Agricultural - Barn / Access.		2	4	2	1	2	\$3,400,000.00	\$877,000.00	\$152,500.00	\$200,000.00	\$248,000.00	\$1,680.00	\$7,406.40	\$1,621.20	\$1,433.60	\$1,158.00			
Agricultural - Add. / Reno		1	1	1	2	0	\$203,000.00	\$300,000.00	\$45,000.00	\$130,000.00	\$2,914.40	\$3,083.20	\$105.00	\$1,512.00	\$1,512.00	\$0.00			
Agricultural - Grain Bin / Silo		3	0	0	0	1	\$270,000.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$150.00	\$0.00	\$0.00	\$525.00	\$0.00			
Agricultural - Manure Storage		0	0	0	0	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Com/Ind/Ins - New Building		0	0	0	1	1	\$0.00	\$0.00	\$0.00	\$8,000.00	\$6,900.00	\$6,900.00	\$0.00	\$0.00	\$105.00	\$0.00			
Com/Ind/Ins - Addition		0	0	0	1	1	\$0.00	\$0.00	\$0.00	\$200,000.00	\$862.50	\$862.50	\$0.00	\$0.00	\$1,450.80	\$0.00			
Com/Ind/Ins - Renovation		0	2	2	1	1	\$0.00	\$1,178,560.00	\$62,000.00	\$20,000.00	\$90,000.00	\$0.00	\$0.00	\$0.00	\$370.00	\$429.20			
Septic - New System		0	1	0	0	1	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$450.00	\$450.00	\$0.00	\$0.00	\$350.00			
Septic - Repair Existing		1	2	0	1	1	\$6,000.00	\$18,000.00	\$0.00	\$10,000.00	\$1,200.00	\$0.00	\$900.00	\$0.00	\$300.00	\$350.00			
(Refer Below)		0	0	0	0	0	\$0.00	\$0.00	\$17,000.00	\$16,000.00	\$4,000.00	\$0.00	\$0.00	\$105.00	\$210.00	\$375.00			
Monthly Building Totals		15	17	12	18	12	\$3,956,900.00	\$4,286,560.00	\$1,288,500.00	\$3,178,994.00	\$829,200.00	\$20,310.40	\$39,332.02	\$10,963.20	\$11,636.40	\$7,395.92			
Plumbing Permits		0	0	0	0	0													
New Sewer Connections		0	0	0	0	0													
Demolition Permits		1	0	0	0	0													
Change in Use, Tents, Etc.		0	0	0	0	0													
Total # of Permits Issued		16	17	13	20	15													

Class	Type	Year to Date																	
		Permits Issued						Construction Values						Permit Values					
		2016	2017	2018	2019	2020	2016	2017	2018	2019	2020	2016	2017	2018	2019	2020			
Residential - House		8	9	11	20	13	\$3,998,818.40	\$2,949,000.00	\$3,332,000.00	\$7,735,000.00	\$4,956,000.00	\$29,400.00	\$21,222.50	\$30,187.50	\$64,260.00	\$43,568.72			
Residential - Addition / Reno		17	21	13	11	7	\$504,505.00	\$875,000.00	\$728,200.00	\$957,000.00	\$299,500.00	\$5,183.25	\$7,022.00	\$7,305.00	\$6,417.50	\$3,811.62			
Residential - Deck / Porch		5	2	6	14	9	\$28,125.00	\$13,000.00	\$31,240.00	\$83,500.00	\$53,500.00	\$630.00	\$210.00	\$725.00	\$1,890.00	\$2,026.40			
Residential - Accessory		11	5	8	12	4	\$173,700.00	\$165,000.00	\$131,500.00	\$309,296.00	\$69,000.00	\$3,885.00	\$4,200.00	\$3,770.00	\$6,052.00	\$1,473.00			
Residential - Multi-Unit		0	3	1	4	3	\$0.00	\$1,702,000.00	\$275,000.00	\$2,039,998.00	\$140,000.00	\$0.00	\$16,689.00	\$2,925.00	\$510.00	\$1,500.00			
Other (Pool, Fireplace, etc)		2	3	1	0	4	\$11,500.00	\$25,000.00	\$25,000.00	\$0.00	\$41,600.00	\$560.00	\$525.00	\$577.00	\$0.00	\$575.00			
Agricultural - Barn / Access.		10	26	13	18	7	\$5,115,000.00	\$4,907,000.00	\$847,500.00	\$3,368,000.00	\$753,000.00	\$20,683.00	\$48,843.56	\$11,613.20	\$26,775.60	\$6,373.00			
Agricultural - Add. / Reno		6	8	7	8	6	\$1,063,000.00	\$408,000.00	\$193,875.00	\$510,000.00	\$117,000.00	\$9,377.60	\$4,443.20	\$2,895.00	\$5,303.20	\$2,442.50			
Agricultural - Grain Bin / Silo		4	1	2	7	4	\$282,000.00	\$100,000.00	\$85,000.00	\$390,000.00	\$235,000.00	\$300.00	\$150.00	\$825.00	\$3,832.00	\$2,946.00			
Agricultural - Manure Storage		2	1	0	0	1	\$130,000.00	\$97,000.00	\$0.00	\$0.00	\$0.00	\$1,364.00	\$682.00	\$0.00	\$0.00	\$0.00			
Com/Ind/Ins - New Building		1	2	0	7	1	\$500,000.00	\$150,000.00	\$200,000.00	\$133,000.00	\$1,000.00	\$13,800.00	\$2,188.80	\$5,385.00	\$2,785.00	\$125.00			
Com/Ind/Ins - Addition		2	0	3	4	3	\$810,000.00	\$0.00	\$195,000.00	\$1,015,000.00	\$255,000.00	\$4,065.00	\$0.00	\$1,807.44	\$10,511.20	\$1,197.20			
Com/Ind/Ins - Renovation		0	2	4	6	2	\$0.00	\$1,178,560.00	\$959,096.00	\$2,380,000.00	\$470,000.00	\$0.00	\$8,709.92	\$6,849.00	\$6,160.04	\$552.10			
Septic - New System		5	5	6	8	4	\$33,000.00	\$58,000.00	\$60,000.00	\$84,000.00	\$33,000.00	\$2,700.00	\$1,950.00	\$3,600.00	\$1,700.00	\$3,600.00			
Septic - Repair Existing		3	5	2	6	3	\$16,000.00	\$43,000.00	\$12,000.00	\$55,000.00	\$21,200.00	\$600.00	\$1,750.00	\$750.00	\$1,800.00	\$1,000.00			
Monthly Building Totals		76	93	79	125	70	\$12,665,648.40	\$12,670,560.00	\$7,104,411.00	\$19,121,794.00	\$7,473,800.00	\$92,757.85	\$118,585.98	\$78,734.14	\$140,631.54	\$69,915.54			
Plumbing Permits		0	0	0	0	0													
New Sewer Connections		0	0	0	0	0													
Demolition Permits		3	4	3	6	5													
Change in Use, Tents, Etc.		0	0	1	1	0													
Total # of Permits Issued		79	97	83	132	75													



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL

August 10, 2020

SRREC 20.14

SUBJECT: Award RFP – Ice Resurfacer

RECOMMENDATION:

WHEREAS the award of contract for the supply and delivery on one (1) ice resurfacer as outlined in the specifications has been recommended by staff in report SRREC.20.14; therefore

Be It Resolved THAT Council hereby:

- 1) Receive the report SRREC 20.14 dated August 10, 2020 from the Manager of Facilities, Parks & Recreation regarding the Award Request for Proposal - Ice Resurfacer;
- 2) THAT Council hereby award the quotation for the supply and delivery of one (1) ice resurfacer to Resurface in the amount of \$ 83,990.00 plus applicable taxes.
- 3) THAT Council accept the Resurface Company's trade-in offer of \$ 5,000.00 plus applicable taxes.

Submitted by:

Carly Steinhoff
Manager of Facilities, Parks & Recreation

Reviewed by:

Bill Jones
CAO/Clerk

BACKGROUND:

On June 24, 2020, the Manager of Facilities, Parks & Recreation sent out two (2) invitations to respond to a Request for Proposal to supply and deliver one (1) ice resurfacer. The Request for Proposal was also posted publicly on the Municipality's website.

Two (2) sealed quotations were received and opened at the Municipal Office on July 16, 2020. The following chart illustrates the quotation prices received:

CONTRACTOR	PRODUCT	TENDER AMOUNT
Zamboni	2020 Zamboni 446	\$ 83,675.00
Offers a 2 year or 2000-hour warranty, whichever comes first (parts and labour only)	Extra Blade Spare Tire	\$ 290.00 Included
Delivery timeline from order: 38 weeks	TOTAL	\$ 83,965.00
Resurface Corp.	2020 Millennium H	\$ 83,990.00
Offers a 2-year warranty (parts, labour and mileage)	Extra Blade Spare Tire	Included Included
Delivery timeline from order: 26 weeks	TOTAL	\$ 83,990.00

Note: Above prices are exclusive of all applicable taxes

Each Proposal was scored by staff based on four (4) priorities set out in the Request. These priorities included quoted price, delivery time, ability to meet specifications, quality workmanship and service and warranty/service/repair and availability of parts.

Staff have discussed both Zamboni 446 and Olympia Millennium H options and reviewed specifications. Staff are recommending purchasing the 2020 Millennium H because the current resurfer is a Resurface machine and the facility has additional blades and equipment that can be utilized on the new machine.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

The purchase of an ice resurfer was deferred from the 2020 Capital Budget because of the lead time required to purchase a machine and funds would not be dispersed until the 2021 budget year. This purchase will be funded through Recreation Reserves, refer to Project ID 3954 of the 2020 Capital Budget document.

Both companies have offered \$ 5,000.00 plus applicable taxes for trade in value

on the current machine. Staff are recommending accepting the trade in offer as the Municipality has a spare machine in the event of machine failure for any facility.

CONCLUSION:

That Council approve the recommendations as presented in report SRREC 20.14 dated August 10, 2020.

APPENDICES:

None.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRREC 20.15

SUBJECT: Award RFP – Consulting Services for Recreation Master Plan

RECOMMENDATION:

WHEREAS the award of contract for consulting services for a Municipal Recreation Master Plan as outlined in the specifications has been recommended by staff in Report SRREC.20.15; therefore

Be It Resolved that Council hereby:

- 1) Receive the Report SRREC 20.15 dated August 10, 2020 from the Manager of Facilities, Parks & Recreation regarding the Award Request for Proposal - Consulting Services for Recreation Master Plan; and
- 2) That Council hereby award the quotation to Tract Consulting Inc. in the amount of \$ 44,277.50 plus applicable taxes.

Submitted by:

Carly Steinhoff
Manager of Facilities, Parks & Recreation

Reviewed by:

Bill Jones
CAO/Clerk

BACKGROUND:

On June 24, 2020, the Manager of Facilities, Parks & Recreation posted publicly on the Municipality's website the Request for Proposals for Consulting Services for a Municipal Recreation Master Plan.

One (1) sealed proposal was received and opened at the Municipal Office on July 23, 2020.

Tract Consulting Inc. provided a proposal that meets the criteria set out within the RFP. The goal of the Recreation Master Plan is to assist the Municipality in

strategically managing and planning the direction of all parks and recreation services until 2030. Tract Consulting Inc. submitted a Proposal that outlines the services that will be provided, the team that will be leading the project and the timeline that this project will take place.

The Proposal was scored by staff based on four (4) priorities set out in the Request. These priorities included experience, price, quality, and workplan/timeline.

Although only one (1) proposal was received, staff believe that Tract Consulting Inc. will be able to deliver appropriate services to meet the needs of the Municipality. Tract Consulting Inc. has extensive experience in working with municipalities to create a variety of plans including recreation master plans. The list provided by the company was vast, but some of their most recent plan development has included Lewisporte Parks and Recreation Master Plan, Town of Clarenville Recreation Master plan and Town of Glovertown Recreation Master Plan. Although this work was completed in eastern Canada, this company has a connection to Ontario as the project lead for Arran-Elderslie is located in Mildmay, Ontario. Tract Consulting Inc. has worked with the Town of New Tecumseth on GIS TCT Data and Trail Extension projects.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

The Municipal Recreation Master Plan is funded by the Province through the Modernization and Efficiency Funding.

CONCLUSION:

That Council approve the recommendations as presented in report SRREC 20.15 dated August 10, 2020.

APPENDICES:

None.



MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 10, 2020
SRREC 20.16

SUBJECT: Update for Recreation Facility Reopening

RECOMMENDATION:

Be It Resolved THAT Council hereby:

- 1) Receive Report SRREC 20.16 dated August 10, 2020 from the Manager of Facilities, Parks & Recreation regarding the Update for Recreation Facility Reopening;
- 2) THAT Council receive this report for information purposes.

Submitted by:

Carly Steinhoff
Manager of Facilities, Parks & Recreation

Reviewed by:

Bill Jones
CAO/Clerk

BACKGROUND:

As the Province of Ontario enters Stage 3 of reopening, municipal facilities have the opportunity to reopen with appropriate health and safety procedures in place along with abiding by all regulations set out by the Province.

Staff have began taking bookings for municipal facilities as of August 4, 2020. Facilities are not open to the public for drop-in visits or programs and must be pre-booked to gain entry. Staff are also requiring those who book the facility to review the Municipality's Return to Play document, complete their own Return to Play or Operation form and sign a waiver. These forms will be new to anyone renting a space within a facility. It is not meant to be cumbersome, or hinder groups or individuals from renting a facility, but to ensure that the health and safety of everyone in a facility is a top priority.

There remains a great amount of uncertainty regarding ice season and capacity limits of a facility. Staff are waiting for additional clarification from both the Province of Ontario and the Grey Bruce Health Unit. Areas of concern include the capacity limit of 50 people per facility allowed at one (1) time. Hockey also remains an unknown, as greater clarity regarding contact sports is required. Staff have been consistently meeting with other municipal recreation departments and will continue to do so as the situation evolves. Staff have also been in communication with ice users to begin the conversation regarding the 2020/2021 ice season.

The Grey Bruce Highlanders organization has contacted the Municipality to request the ice be installed at the Chesley Community Centre at its regularly scheduled time or possibly earlier. The Club is planning to utilize all of their allocated ice time for skills and drills.

Staff are suggesting that the Municipality continue its normal ice installation times with potential to move some installation dates forward, if there are enough ice time requests to be viable.

Staff will continue to update Council regarding the upcoming ice season.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

None at this time. It is known what the financial implications regarding the 2020/2021 ice season will be with programming capacity.

CONCLUSION:

That Council receive Report SRREC 20.16 for information purpose.

APPENDICES:

None.

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

BY-LAW NO. 46-2020

**BEING A BY-LAW TO REGULATE AND CONTROL TRAFFIC AND
PARKING WITHIN THE MUNICIPALITY OF ARRAN-ELDERSLIE**

WHEREAS the provisions of the Highway Traffic Act, R.S.O. 1990, Chapter H.8, as amended, and the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorize Municipal Councils to pass By-laws to regulate and control traffic.

AND WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it important to enact a general By-law to regulate traffic and parking and to combine most existing traffic and parking By-law into one.

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

The provisions of this By-law are subject to the provisions of the Highway Traffic Act and regulations hereunder.

1. Short title

This By-law may be cited as the "Traffic and Parking By-law".

2. Definitions

- 2.1 **"authorized sign"** means any traffic control device or traffic control signal placed or erected on a highway under the authority of this By-law for the purpose of regulating, warning or guiding traffic.
- 2.2 **"boulevard"** means the strip of land between a sidewalk and a curb or the centre strip of land dividing traffic travelling in different directions.
- 2.3 **"By-law Enforcement Officer"** means any employee or contractor appointed by the Municipality of Arran-Elderslie to enforce or carry out the provisions of this By-law or any part or parts thereof.
- 2.4 **"commercial motor vehicle"** means a motor vehicle having attached to it a truck or delivery body and includes ambulances, hearses, casket wagons, fire apparatus, buses and tractors used for hauling purposes on the highway.
- 2.5 **"corner"** means the point of intersection of curbs or edges of the roadway.
- 2.6 **"council"** means the Municipal Council of the Corporation of the Municipality of Arran-Elderslie.
- 2.7 **"cul-de-sac"** means a highway terminating in a turn-around.

- 2.8 **“crosswalk”** means
- i. that portion of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the roadway; or
 - ii. any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other marking on the surface or other marking on the surface.
- 2.9 **“curb lines”** means
- i) Where a curb has been constructed, means the line of the curb; and
 - ii) Where no curb has been constructed, means the edge of the roadway.
- 2.10 **“designated parking space”** means a parking space exclusively for the use of a vehicle displaying a valid Disabled Person Parking Permit (DPPP), in accordance with the Highway Traffic Act and regulations thereof.
- 2.11 **“driver”** means a person who drives a vehicle on a highway.
- 2.12 **“driveway”** means the part of a highway that provides vehicular access to and from the roadway and an adjacent property.
- 2.13 **“heavy truck”** means a vehicle or combination of vehicles, having a weight when unloaded of 4.6 metric tonnes (4,600 kilograms) or more, but does not include a passenger vehicle, an ambulance, a transit bus on its assigned route.
- 2.14 **“highway”** includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- 2.15 **“intersection”** means the area embraced within the prolongation or connection of the lateral curbs lines, or if none, then of the lateral boundary lines of two or more highways that join one another at an angle, whether or not one highway crosses the other.
- 2.16 **“Minister”** means the Minister of Transportation.
- 2.17 **“Ministry”** means the Ministry of Transportation.
- 2.18 **“motor vehicle”** includes an automobile, motorcycle, motor assisted bicycle and any other vehicle propelled or driven otherwise than by muscular power, but does not include a street car or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act.
- 2.19 **“municipality”** means the Municipality of Arran-Elderslie.

- 2.20 **"municipal services vehicle"** includes but not limited to vehicles owned by the Municipality of Arran-Elderslie and/or contractors having a valid contract with the Municipality to supply municipal services. These services may include road building, road maintenance, emergency services, garbage collection, recycling, hydro, water, etc.
- 2.21 **"official sign"** means a sign approved by the Ministry of Transportation and the Municipality of Arran-Elderslie.
- 2.22 **"one-way street"** means a street upon which vehicular traffic is limited to movement and in one direction.
- 2.23 **"park or parking"** when prohibited, means the standing of a vehicle occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
- 2.24 **"pedestrian"** means any person afoot, any person in a wheelchair, any child in a wheeled carriage and any person riding a non-motorized bicycle with wheel less than 50 centimeters in diameter.
- 2.25 **"Police Officer or Police Department"** means a member of the Ontario Provincial Police or the Ontario Provincial Police.
- 2.26 **"regulations"** means the regulations made under the Highway Traffic Act, R.S.O. 1990, Chapter H.8 as amended.
- 2.27 **"school bus"** means a bus that,
- i. is painted chrome and yellow; and
 - ii. displays on the front and rear thereof the words "school bus" and on the rear thereof "do not pass when signals flashing".
- 2.28 **"sidewalk"** means that portion of a highway between the curb line and the property line of the lot abutting the highway improved for the use of pedestrians.
- 2.29 **"stop or stopping"** when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or a traffic control sign or signal.
- 2.30 **"through highway"** means a highway or part of a highway designated as such by the Minister or by By-law of the municipality, and every such highway shall be marked by a stop sign in compliance with the regulations.
- 2.31 **"traffic"** means lawful vehicle or pedestrian movement on the highway.
- 2.32 **"traffic control device"** means a sign, marking or other device on a highway for the purpose of controlling, guiding or directing traffic.
- 2.33 **"U turn"** means the turning of a vehicle within a highway so as to proceed in the opposite direction.

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- 2.34 **“unlicensed vehicle”** means a motor vehicle that does not have a current validation sticker visibly affixed to its license plate.
- 2.35 **“vehicle”** includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle or a streetcar.
- 2.36 **“wheel chair”** means a chair mounted on wheels driven by muscular or any kind of power used by a person whose mobility is limited by one or more conditions or functional impairment.
- 2.37 **“words”** where any word or expression used in this By-law is not defined herein, reference shall be made to the Highway Traffic Act, the Interpretation Act, R.S.O. 1990, Chapter I.11 as amended or re-enacted from time to time, or a generally accepted dictionary and the interpretation that best suits the spirit and intent of this By-law shall be adopted.

Any reference in this By-law to the Highway Traffic Act or any provision thereof shall be deemed to be a reference to the Highway Traffic Act, R.S.O. 1990, Chapter H.8 or the provisions thereof amended or re-enacted from time to time.

Where any expression of time occurs or where any hour or other period of time is stated, the time referred to is standards except in periods when daylight savings time is in effect, in which periods, it is daylight savings time.

3.0 Enforcement

All provisions of this By-law may be enforced by Municipal By-law Enforcement Officers throughout the limits of the Municipality, or a Police Officer, or the Public Works Manager or his designated staff, or other persons with the authority to enforce municipal bylaws pursuant to the provisions of the Police Act.

4.0 Authority to Install Signs

- 4.1 The Public Works Manager or designate is hereby authorized to place, erect and maintain or cause to be placed, erected and maintained such traffic control devices and traffic control signs that are required to give effect to the provisions of this By-law and or/ which are authorized by the Schedules to this By-law.
- 4.2 The Public Works Manager or designate, notwithstanding the other provisions of this By-law, is further authorized for the duration of the situation to place, erect or maintain such traffic control devices, including signs, and traffic control signals that are not authorized by this By-law but are required for safety, construction and/or emergency reasons.
- 4.3 Unless otherwise permitted, no person shall place, maintain or display upon any highway any sign, signal, marking or device which purpose to be or is in imitation of/or resembles any traffic device or traffic control signal, without the prior approval of the Public Works Superintendent or his/her designate.

4.4 Unless otherwise permitted, no person shall remove from any highway any sign, signal, marking or device without the prior approval of the Public Works Superintendent or his/her designate.

5.0 Obedience to Traffic Regulations

Where official signs have been erected and are on display, no person shall park a vehicle in disobedience to the direction given by the official sign.

6.0 Motor Vehicles on Sidewalks Prohibited

6.1 No person shall drive a motor vehicle upon a sidewalk or footpath of a highway except for the purpose of directly crossing the sidewalk or footpath.

6.2 No person shall drive a motor vehicle over a raised curb except at a place where there is a ramp.

7.0 Debris on Roadway

Unless authorized by the Works Manager, no person shall place, drag, track or store any debris or accumulation of material, including snow, ice, mud, manure or any other object, upon any part of, or adjacent to any roadway.

8.0 Damage to Roadway

No person shall cause, or allow any damage to be caused to any roadway surface, drainage ditch, curb, gutter, sidewalk or boulevard, including filling drainage ditches, causing ruts, removal of gravel or any hard surface material by the operation of any equipment or vehicle or be herding any animals along or across any highway. Aside from any set fines, persons responsible for damage to roadways, as described in this section, may, at the discretion of the Public Works Manager or his/her designate, also be required to pay for damages, repairs and/or restoration.

9.0 Parking and Stopping

No person shall improperly park or stop any vehicle on any portion of a highway thereof except as follows:

9.1 Where parking is permitted on the right-hand side of the roadway of a highway designated for two-way traffic, no person shall park or stop any vehicle on the left-hand side of the roadway.

9.2 Where parking is permitted on the right-hand side of the roadway of a highway designated for two-way traffic, no person shall park or stop any vehicle on the right-hand side of the highway or portion thereof except as follows:

- i. where there is a raised curb, having regard for the direction such vehicle was proceeding, with its right front and rear wheels parallel to and not more than 30 centimetres (12 inches) from such curb; or
- ii. Where there is no curb or a rolled curb, with the right front and rear wheels parallel to and as near to the

right hand limit of the highway as is practicable without stopping or parking on a sidewalk or footpath or on any part of the highway where grass is grown or which is not intended for the use of vehicles.

- 9.3 Where parking is permitted on the left-hand side of the roadway of a highway designated for one-way traffic, no person shall park or stop any vehicle on the left-hand side of the highway or portion thereof except as follows:
- i. Where there is a raised curb, on the left-hand side of the roadway, having regard to the direction such vehicle was proceeding, with its left front and rear wheels parallel to and not more than 30 centimetres (12 inches) out from such curb;
 - ii. Where there is no curb or a rolled curb, with the left front and rear wheels parallel to and as near to the left-hand limit of the highway as is practicable without stopping or parking on a sidewalk or footpath or on any part of the highway where grass is grown or which is not intended for the use of vehicles.

10.0 Angle Parking

- 10.1 The provisions of Section 9.1 above do not apply where angle parking is permitted as described on **Schedule "A"** hereof or to parking or stopping a vehicle on the left-hand side of the roadway of a highway designated for one-way traffic.
- 10.2 Where angle parking is permitted on a highway, no person shall stop or park any vehicle except at an angle of 90 degrees from the curb or boundary of the roadway with the front end of the vehicle at such curb or boundary.
- 10.3 Where angle parking spaces are designated by lines painted on the roadway, no person shall stop or park any vehicle except within an area so designated as a parking space.

11.0 No stopping

No person shall STOP a vehicle on a highway in any of the following places:

- 11.1 on or over a sidewalk.
- 11.2 within an intersection.
- 11.3 within a designated pedestrian crossover.
- 11.4 within 12.5 metres (41 feet) of a pedestrian crossover.
- 11.5 between a construction safety zone and the adjacent side of the roadway or within 15 metres (49 feet) of the points of such side opposite the ends of the safety zone.
- 11.6 alongside or across the highway from any excavation or obstruction in the roadway when the free flow of traffic would thereby be impeded.
- 11.7 on the roadway alongside of any stopped or parked vehicle.

- 11.8 upon any bridge.
- 11.9 on any centre boulevard or centre strip separating two roadways or adjacent to either side or ends of such middle boulevard or centre strip.
- 12.0 No Parking
No person shall park a vehicle on a highway in any of the following places:
- 12.1 in front of or within 1 metre (39 inches) of a driveway or laneway or so as to obstruct vehicles in the use of a driveway or laneway.
- 12.2 in front of the entrance or exit to a lot or building where fire department vehicles, public utility vehicles, police vehicles, or other emergency vehicles are kept or stored, in such a manner as to impede the movement of such vehicles.
- 12.3 within 3 metres (10 feet) of a point in the edge of the roadway adjacent to a fire hydrant.
- 12.4 within 12.5 metres (41 feet) of a pedestrian crossover.
- 12.5 within 9 metres (30 feet) of an intersecting roadway.
- 12.6 within 15 metres (49 feet) of any intersection controlled by traffic signals.
- 12.7 on any roadway having an overall width of less than 6 metres (20 feet).
- 12.8 in front of an entrance to or exit from any building or enclosed space in which persons may be expected to congregate in large numbers such as hotels, theatres, public halls.
- 12.9 in such a position as will prevent the removal of any other vehicle previously parked.
- 12.10 in front of the entrance to any place where goods or merchandise are regularly delivered or removed.
- 12.11 in a place so as to interfere with the formation of a funeral procession.
- 13.0 Highway Traffic Act Regulation
Where signs in accordance with the regulations of the Highway Traffic Act are erected and on display, no person shall on any highway park any vehicle:
- 13.1 Within fifteen (15) metres (49 feet) of an intersection.
- 13.2 Within thirty (30) metres (98.5 feet) of an intersection controlled by traffic signals.
- 13.3 Within twenty-five (25) (82 feet) of any point designated as a bus or coach stop.
- 13.4 Between 8:30 a.m. to 4:30p.m. upon that side of a highway adjacent to any school property.

14.0 Winter Parking

No person shall park on any highway between the hours of 2:00 a.m. to 7:00 a.m. inclusive during the months of November, December, January, February, March, and April.

15.0 Closed Highways

No person shall drive or park a vehicle except an emergency vehicle or a vehicle authorized by the Public Works Manager, or designate, or by a Police Officer, through or enter upon any highway, or part thereof, that is roped or barricaded or marked by authorized signs prohibiting its use.

16.0 Overnight Parking By Permit

Where signs are erected and on display no person shall park any vehicle between the limits set out respectively in Columns 1, and 2 of **Schedule "K"** attached hereto, and forming a part of this By-law, during the times set out in Column 3 of the said Schedule except by Overnight Parking Permit.

17.0 Loading Zones

Where signs in accordance with the Regulations of the Highway Traffic Act, are erected and on display no person shall park a vehicle for more than ten (10) minutes in a loading zone on any highway at the side or sides as set out in **Schedule "M"** attached hereto and forming part of this By-law.

18.0 Storing of Vehicles on Roadways and Municipal Parking Lot

Notwithstanding any regulations herein contained with respect to the parking of vehicles, no person shall use any part of any roadway or municipal parking lots for the storing of a new or used motor vehicle in the process of being repaired or awaiting repairs, or to be wrecked or for parking or storing any other vehicles or machinery of various kinds for sale or awaiting repairs, or to be wrecked, except such repairs as have been necessitated by an emergency.

19.0 Continuous Parking

No Person shall park a vehicle on a highway for a continuous period of time of more than thirty-six (36) hours.

20.0 Heavy Trucks

No person shall park a heavy truck on any highway between 8:00p.m. of one day to 6:00 a.m. of the next.

21.0 No Parking

Where signs in accordance with the Regulations of the Highway Traffic Act are erected and are on display no person shall park a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "B"** attached hereto and forming a part of this By-law, during the prohibited times or days set out in Column 4 of the said Schedule.

22.0 Restricted Parking

Where signs in accordance with the Regulations of the Highway Traffic Act are erected and are on display no person shall park a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "C"** attached hereto and forming a part of this By-law, during the times and/or days set out in Column 4 of the said Schedule for a longer period than that set out in Column 5 of the said Schedule.

23.0 No Stopping

Where signs in accordance with the Regulations of the Highway Traffic Act, are erected and are on display no person shall stop a vehicle on any highway at the side and between the limits set out respectively in Columns 1, 2 and 3 of **Schedule "D"** attached hereto and forming a part of this By-law, during the prohibited times or days set out in Column 4 of the said Schedule.

24.0 Designated One-Way Streets

24.1 The highways set out in Column 1 of **Schedule "E"** attached hereto and forming a part of this By-law, between the limits set out in Column 2 and the said Schedule, are hereby designated for one-way traffic only in the direction set out in Column 3 of the said Schedule.

24.2 No person shall drive a vehicle on highway designated for one-way traffic except in direction so designated only.

24.3 Each designation made by section 24.1 shall be effective upon the erection of official signs in accordance with the Regulations of the Highway Traffic Act.

25.0 Designated Pedestrian Crossovers

25.1 The portions of roadways set out in Column 1 of **Schedule "F"** attached hereto and forming a part of this By-law, at the location names in Column 2 of the said Schedule are designated as pedestrian crossovers.

25.2 When sidewalks are not provided on a highway a pedestrian walking along the highway shall walk on the left side thereof facing oncoming traffic and, when walking along the roadway, shall walk as close to the left side thereof as possible.

25.3 Each designation made this Section shall be effective upon signs being erected in accordance with the Regulations of the Highway Traffic Act.

26.0 U-Turns

26.1 Where U-turns are not prohibited, no driver shall make a U-turn unless it can be made in safety and without interfering with other traffic.

26.2 Where signs are erected and are on display, in accordance with the Regulations of the Highway Traffic Act, no driver shall turn any vehicle, in any intersection or portion of highway set out in Column 1 of **Schedule "G"** to this By-law proceeding in the

direction or emerging from a property set out in Column 2 of the said Schedule, in the direction set out in Column 3 of the said Schedule, during the times or days set out in Column 4 of the said Schedule.

27.0 Restricted Disabled Persons Parking

27.1 The municipality may designate certain parking spots for use by disabled persons only as defined in regulation 581 to the Highway Traffic Act, as amended. The parking spots set out on **Schedule "H"** to this By-law and designated by the appropriate disabled person parking permit sign shall be for the exclusive use of any individual having a valid disabled person parking permit issued under and displayed in accordance with the Highway Traffic Act and the regulations made thereunder. No person shall park a vehicle in the designated spots identified on **Schedule "H"** without displaying a valid disabled person parking permit

27.2 The provisions of this By-law in respect to Restricted Parking as detailed in section 27.1 and as described on **Schedule "H"** to this By-law shall not apply to vehicles parked for the convenience of the physically handicapped and which display a valid disabled person parking permit issued under the Highway Traffic Act.

27.3 Any vehicle parked in contravention of this section may be removed and impounded at the owner's expense and all costs incurred become a lien against the motor vehicle.

28.0 Stop Signs

28.1 The intersection of streets as set out in **Schedule "I"** to this By-law are designated as intersections where stop signs shall be erected for traffic travelling as per said **Schedule "I"**

28.2 The intersections set out in Column 1 of section 2 of **Schedule "I"** to this By-law are designated as intersections where all way stops signs shall be erected for traffic travelling in direction as designated in Column 2 of section 2 of the said schedule.

29.0 Community Safety Zones

When official signs are erected and on display, on highways as set out in **Schedule "J"** of this By-law, Column 1 between the limits set out in Column 2 and Column 3 during the times or days set out in Column 4, are hereby designated as Community Safety Zones.

30.0 Parked Vehicle Causing Interference to be Hauled

30.1 No person shall park or stand a vehicle on a highway in such a manner as to interfere with the movement of traffic or the clearing of snow from the highway.

30.2 The Works Manager, or designate, shall carry out the provisions of this section.

- 30.3 The Works Manager, upon discovery of any vehicle parked or standing in any place contrary to this By-law, may cause said vehicle to be hauled away to a municipal compound for that purpose, and all costs and charges for the hauling, care and storage of the said vehicle, are a lien upon the vehicle, which may be enforced in the manner provided by the Repair and Storage Liens Act, and all such charges shall be paid at the Municipal Office prior to the release of the said vehicle from the municipal compound.
- 30.4 The Works Manager shall, as soon as practical after a vehicle has been hauled to a municipal compound, report the following information to the Ontario Provincial Police: license plate number, date, time and location from where the vehicle was removed, location and phone number to where the vehicle was towed and the name of the Municipal Officer.

31.0 Rate of Speed

The Rate of Speed set out in Column three (3) of **Schedule "L"** shall be the maximum permitted speed on that section of highway set out in Column One (1) for which the limits are more particularly described in Column Two (2).

32.0 Schedules Part of the By-law

The Schedules referred to in this By-law form part of this By-law and each entry in Column 1 of such Schedule shall be read in conjunction with the entry or entries across there from and not otherwise.

33.0 Penalties

- 33.1 Save as otherwise provided herein, any person violating any of the provisions of this By-law of an offence and subject to the penalties as prescribed in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.
- 33.2 Any person violating any of the provisions of Section 27(designated parking space) is guilty of an offence and on conviction is liable of a fine of not less than \$300.00 as provided by the Municipal Act, 2001, s. 427.
- 33.3 Where a vehicle has been left parked, stopped or standing in contravention of this By-law, the owner of the vehicle is guilty of an offence, even though the owner was not the driver of the vehicle at the time of the contravention, and is liable to the applicable fine unless, at the time of the offence, the vehicle was in the possession of another person without the owner's consent.

34.0 Voluntary Payment of Penalties

Section 432 of the Municipal Act, 2001 authorizes a By-law to establish a procedure for the voluntary payment of penalties out of court when dealing with By-laws related to parking, standing or stopping of vehicles.

- 34.1 Notwithstanding all other provisions of this Part in respect to penalties for violation of the provisions of this By-law, any person may, upon presentation of a parking violation tag issued by a police officer or a By-law enforcement officer alleging commission of any of the offences under this By-law, pay out of court within the time limit specified on the said parking tag the penalty set out opposite such offence.
- 34.2 Under such payment, no further proceedings shall be taken under this By-law in respect of the said offence alleged in the parking violation tag.
- 34.3 If a voluntary payment is not made in accordance with the procedure provided in sub-section 28.1 of this Section, the procedures of the Provincial Offices Act or any successors thereof shall apply.

35.0 Effective Date

That By-law 43-08 is hereby rescinded and that this By-law come into force and effect upon final reading.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, CAO/Clerk

Schedule A
to
By-law 2020

Angle Parking

Column 1	Column 2	Column 3	Column 4
Highway	Side(s)	From	To
2ND AVE SE	Both	2ND ST SE	3RD ST SE

Schedule B
to
By-law 2020

No Parking

Column 1	Column 2	Column 3		Column 4
<i>Highway</i>	<i>Side(s)</i>	<i>From</i>	<i>To</i>	<i>Time</i>
CHESLEY				
1ST AVE N	East	3RD ST ANW	4TH ST NE	At all times
1ST AVE N	West	2ND ST NE	80 metres North	At all times
4TH ST NE	Both	1ST AVE N	2ND AVE NE	At all times
2ND ST SE	South	1ST AVE S	East end of 2ND AVE	At all times
3RD ST SE	North	2ND AVE SE	4TH AVE SE	At all times
3RD ST SE	South	1ST AVES	2ND AVE SE	At all times
5TH ST SE	North	1ST AVES	4TH ST SE	At all times
7TH ST SE	North	1ST AVES	2ND AVE SE	At all times
2ND AVE SE	West	3RD STSE	4TH STSE	At all times
4TH ST SE	North	1ST AVES	Community Park	At all times
3RD AVE SE	West	3RD ST SE	4TH ST SE	At all times
2ND AVE SE	West	5TH STSE	7TH ST SE	At all times
6TH ST SE	North	1ST AVES	2ND AVE SE	At all times
2ND AVE SW	East	2ND ST SW	3RD ST SW	At all times
2ND AVE SW	West	3RD STSW	4TH STSW	At all times
2ND AVE SW	East	4TH ST SW	7TH STSW	At all times
7TH ST SW	North	1ST AVES	2ND AVE SW	At all times
1ST AVES	East	7TH ST SW	7TH STSE	At all times
2ND AVE SW	Both	2ND STSW	Old School Road	At all times
Queen St	West	Rowe St	Teeswater Bridge	At all times
Queen St	East	Rowe St	Teeswater Bridge	At all times
PAISLEY				
Rowe St	North	Queen St	Mill Drive	At all times
Goldie St	North	Queen St	East town limits	At all times
Goldie St	South	Queen St	Bridge	At all times
Inkerman	North	Queen St	Victoria St	At all times
TARA				
Yonge St	East	Whites AVE	South to Town Limits	At all times
Yonge St	West	Whites AVE	Mill St	At all times
Whites AVE	South	Yonge St	West 200 M	At all times

Schedule C
to
By-law 2020

Restricted Parking

Column 1	Column 2	Column 3		Column 4	Column 5
Highway	Sides(From	To	Times/Days	For
CHESLEY					
1ST AVES	Both	Saugeen River Bridge	4TH ST SW	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	2 hours
1ST AVES	West	South end Post Office lot	North end Post Office lot	9:00 a.m.- 6:00 p.m. Mon-Sat Except Holidays	15 minutes
PAISLEY					
Queen St	Both	Inkerman St	Rowe ST	9:00 a.m.-6:00 p.m. Mon-Sat	2 hours
Queen St	Both	North end of bridge	Church ST	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	2 hours
Queen St	East	30' South of Post Office	North end of Post	9:00 a.m.-6:00 p.m. Mon-Sat Except Holidays	15 minutes
TARA					
Yonge St N	Both	Whites AVE	Bruce St	9:00 a.m.- 6:00 p.m. Mon-Sat Except Holidays	2 hours

Schedule D
To
By-law 2020

No Stopping

Column 1	Column	Column		Column 4	Column 5
Highway	Sides(s)	From	To	Times/Days	For
CHESLEY					
None					

Schedule E
To
By-law 2020

Designated One-Way Streets

Column 1 Highway	Column 2 From	Column 3 To
CHESLEY		
4TH STSE	4TH AVE SE	East to Community Centre

Schedule F

To

By-law 2020

Designated Pedestrian Crossovers

Column 1	Column 2
Highway	Location
CHESLEY	
1 ST AVE S	At a point situate .5 M south of 2ND ST S

Schedule G
To
By-law 2020

Providing for Restricted Turning Movements

Column 1 Highway	Column 2 Proceeding Direction	Column 3 Turning	Column 4 Times
CHESLEY			
1ST AVE S at 4TH ST S	All directions	U-Turns	At all times
1ST AVE S at 3RD ST S	All directions	U-Turns	At all times
1ST AVE S at 2ND ST S	All directions	U-Turns	At all times
1ST AVE N at 4TH ST N	All directions	U-Turns	At all times

Schedule H

To

By-law 2020

Designated Disabled Persons Parking

The following parking spots are designated exclusively for the use of disabled persons who have been issued and clearly display in accordance with the Highway Traffic Act and the regulations thereunder a disabled persons parking permit and these spots shall be signed as such:

Chesley

- i. One (1) space located on east side 1ST Ave S being the fifth space north of 2ND St SE;
- ii. One (1) space located on the west side of 1st Ave S being the fifth space south of 2nd St SE;
- iii. One (1) space located on the north side of 3RD St SW being the first space west of 1ST Ave S;
- iv. One (1) space located on the north side of the Chesley Medical Clinic building fronting 2nd St SE;
- v. One (1) space located in the Municipality of Arran-Elderslie's Municipal Office parking lot being the first space immediately east of the front entrance;
- vi. Two (2) spaces located on the east side of 2ND Ave SE along Medical Clinic being the first two spaces south of 2nd St SE;
- vii. Three (3) spaces located on the west side of the Arena/Community Centre building fronting 4thAve SE;
- viii. One(1) space located on the east side of the Arena/Community Centre building fronting 4th Ave SE;

Paisley

- i. One (1) space located on the eastside of Queen St S;
- ii. One (1) space located on the west side of Queen St S being the first spot south of Rowe St;
- iii. One (1) space located on the west side of Water St being the last space south of Goldie St;
- iv. Two (2) spaces located immediately east of the front entrance to the Arena/Community Centre building fronting Church St;
- v. Two (2) spaces located in the Medical Clinic parking lot on Victoria St S.

Tara

- i. Two (2) spaces located on each side of the Arena/Community Centre entrance fronting Hamilton St;
- ii. One (1) space located in the municipal parking lot on 24 Yonge St N.

Schedule I
To
By-law 2020

Stop Signs

1. Every driver approaching a stop sign at an intersection;
 - i. shall stop his vehicle at a marked stop line or if none, then immediately before entering the nearest crosswalk or if none, then immediately before entering the intersection,
 - ii. shall yield the right of way to traffic in the intersection or approaching the intersection on another highway so closely that to proceed would constitute an immediate hazard and having so yielded the right of way, may proceed, and
 - iii. when appropriate signs are on display, vehicles travelling on the street listed in Column 1, in the direction listed in Column 3, must come to a complete stop and yield the right of way to traffic travelling on the street listed in Column 2.

Arran

Column 1 (Stop)	Column 2	Column 3
B-Line	Elderslie-Arran	North or South
B-Line	Concession 2	North or South
B-Line	Concession 4	North or South
Sideroad 5 South	Elderslie-Arran	North or South
Sideroad 5 South	Concession 2	North or South
Sideroad 5 South	Concession 4	North or South
Sideroad 5 North	Concession 12 West	North
Sideroad 10 South	Elderslie-Arran	North or South
Sideroad 10 South	Concession 2	North or South
Sideroad 10 South	Concession	North or South
Sideroad 15	Elderslie-Arran	North or South
Sideroad 15	Concession 2	North or South
Sideroad 15	Concession 4	North or South
Sideroad 15	Concession 8 East	North or South
Sideroad 15	Concession 10 East	North or South
Sideroad 15	Concession 13 West	North
Sideroad 15 North	Concession 13 West	South
Sideroad 20	Elderslie-Arran	North or South
Sideroad 20	Concession 2	North or South
Sideroad 20	Concession 4	North or South
Sideroad 20	Concession 8 East	North or South
Sideroad 20	Concession 10 East	North or South
Sideroad 25 South	Elderslie-Arran	North or South
Sideroad 25 South	Concession 2	North and South
Sideroad 25 South	Concession 4	North and South
Sideroad 25	Concession 8 East	South
Sideroad 25	Concession 10 East	North
Sideroad 25 North	Concession 12 East	South
Mill Road	Concession 4	South
Mill Road	Concession 6	North
Margaret St	Concession 6	South

Column 1 (Stop)	Column 2	Column 3
Blind Line	Sideroad 15	East
Concession 8 East	Sideroad 10 South	West
Concession 10 West	B-Line	West
Concession 10 West	Sideroad 5 North	East
Concession 10 East	Sideroad 10 South	West
Concession 12 West	B-Line	West
Concession 12 East	Sideroad 20	West
Concession 13 West	Sideroad 10 North	West
Concession 13 West	Sideroad 20	East
Concession 13 East	Sideroad 25 North	East

Allenford

Column 1 (Stop)	Column 2	Column 3
Nickason Drive	Morrison Ave	East
Morrison Ave	Thomas St	North

Chesley

Column 1 (Stop)	Column 2	Column 3
2 nd Ave NW	4 th St NW	South
2 nd Ave NE	2 nd St NE	South
2 nd Ave SW	2 nd St SW	North or South
2 nd Ave SW	3 rd St SW	North or South
2 nd Ave SW	4 th St SW	North or South
2 nd Ave SW	7 th St SW	South
2 nd Ave SE	2 nd St SE	North
2 nd Ave SE	3 rd St SE	North or South
2 nd Ave SE	4 th St SE	South
2 nd Ave SE	5 th St SE	North
2 nd Ave SE	7 th St SE	North or South
3 rd Ave SW	2 nd St SW	North or South
3 rd Ave SW	3 rd St SW	North or South
3 rd Ave SW	4 th St SW	North or South
3 rd Ave SW	7 th St SW	South
3 rd Ave SE	3 rd St SE	North
3 rd Ave SE	4 th St SE	South
3 rd Ave SE	7 th St SE	North
3 rd St SW	5 th Ave SW	West
4 th Ave SW	2 nd St SW	North or South
4 th Ave SW	3 rd St SW	North or South
4 th Ave SW	4 th St SW	North or South
4 th Ave SW	7 th St SW	South
4 th Ave SE	3 rd St SE	North
4 th Ave SE	4 th St SE	North or South
5 th St SE	4 th Ave SE	North
5 th Ave SW	4 th St SW	North or South
5 th Ave SW	7 th St SW	South
6 th St SE	2 nd Ave SE	East
6 th Ave SW	4 th St SW	North
6 th Ave SW	7 th St SW	South
8 th St SE	3 rd Ave SE	West
8 th St SE	4 th Ave SE	East or West
9 th St SE	3 rd Ave SE	East or West
9 th St SE	4 th Ave SE	East
10 th St SE	3 rd Ave SE	West

Column 1 (Stop)	Column 2	Column 3
10 th St SE	4 th Ave SE	West
Alexandria	4 th St SW	South
Bradley St	Tower Rd	West
Centennial	Tower Rd	East
Durst	3 rd Ave SE	East
Fairview Drive	Martha Ave	East
Fairview Drive	Tower Rd	West
Fairview Drive	Bradley St	North
Hawkins	4 th St NW	North
Lawn Bowling	2 nd St SE	North
Northview Cr (South)	Tower Rd	West
Northview Cr (North)	Tower Rd	West
Thomas Rd	2 nd St SW	North or South
Thomas Rd	4 th St SW	South
Thomas Rd	4 th St NW	North
Wilson	12 th St SE	South

Elderslie

B-Line	Concession 8	South
B-Line	Concession 10	North or South
Old Brant-Elderslie (Bridge)	Brant-Elderslie	South
Sideroad 5 South	Brant-Elderslie	West and South
Sideroad 5	Concession 2	South
Sideroad 5	Concession 6	North or South
Sideroad 5	Concession 8	North or South
Sideroad 5	Concession 10	North or South
Sideroad 10 South	Brant-Elderslie	South
Sideroad 10 South	Concession 2	North
Sideroad 10 North	Concession 8	South
Sideroad 10 North	Concession 10	North or South
Sideroad 15 South	Concession 2	North or South
Sideroad 15 South	Concession 6	North or South
Sideroad 15 South	Concession 8	North or South
Sideroad 15 South	Concession 10	North
Sideroad 15 North	Concession 10	South
Sideroad 20 South	Concession 2	South
Sideroad 20 South	Concession 6	North
Sideroad 20 North	Concession 10	South
Sideroad 25 South	Concession 2	North or South
Sideroad 25 South	Concession 6	North or South
Sideroad 25 South	Concession 8	North or South
Sideroad 25 South	Concession 10	North or South
Brant-Elderslie	Sideroad 15 South	East or West

Paisley

Column 1 (Stop)	Column 2	Column 3
Angie	Maggie	North
Angie	Cambridge	South
Albert	Arnaud	South
Albert	Balaklava	North or South
Albert	Inkerman	North or South
Albert	Water	North
Alma	Albert	East

Column 1 (Stop)	Column 2	Column 3
Alma	Duke	West
Alma	James	West
Arnaud	Victoria St South	East
Arnaud	George	East
Balaklava	James	East
Balaklava	Wellington	West
Cormack	Regent	East
Duke	Balaklava	North or South
Enoch	Cambridge	South
Enoch	Maggie	North
George St South	Balaklava	North or South
George St South	Inkerman	North or South
George St South	Water	North
James	Water	North
Nelson	Alma	South
Nelson	Inkerman	North
North	George St N	East
Orchard	George St N	East
Regent St North	Church	North or South
Regent St South	Alma	North
Regent St South	Balaklava	South
Regent St South	Arnaud	North
Ross	Bristow	North or South
Ross	Murdoch	North or South
Ross	North	North or South
Ross	Orchard	North or South
Ross	Church	South
Rowe	Mill	West
Victoria St North	Church	North or South
Victoria St South	Canrobert	South
Victoria St South	Rowe	North
Water	James	West

Tara

Stop	Column 1	Column 2	Column 3
Ann St		Main St	Northwest or Southeast
Ann St		River	Southeast
Bruce St		Maria St	East
Chestnut Hill Crescent		Brook St West	South
Chestnut Hill Crescent		Brook St West (Francis)	South
Elgin Ave		Brook St West	North
Elgin Ave		Matilda	South
Francis St		Brook St West	North
Hamilton St		Mill	North
Heather Lynn		Mill	North
John		Hamilton	East or West
John		Heather Lynn	West
Main		River St	Northeast
Maria		North St	North
Market		River St. (Church)	Northwest
Market		Main St	Northwest or Southeast
Market		River St	Southeast

Stop	Column 1	Column 2	Column 3
Mary Ann		Hamilton	West
Sprucedale Lane		Brook St West	South

All Way Stops

2. Every driver approaching an all way stop sign at an intersection:
 - i. shall stop his/her vehicle at a marked stop line or if none, then immediately before entering the nearest crosswalk or if none, then immediately before entering the intersection,
 - ii. shall yield the right of way to traffic in the intersection or to traffic that has already come to a complete stop as outlined in section a) above prior to the subject vehicle having done so and having so yielded the right of way, may proceed, and enter the intersection only if such entrance would not constitute an immediate hazard and,
 - iii. when appropriate signs are on display, vehicles approaching the intersection listed in Column 1 will stop at the intersection so listed when traveling in the directions as set out in Column 2.

Column 1 Intersection	Column 2 Direction of Travel
(Arran) B-Line and Concession 8 Arran West	North Bound on B-Line South Bound on B-Line East Bound on Con 8 West Arran West Bound on Con 8 West Arran
(Chesley) 4 th Ave SE and 7 th St SE	North Bound on 4 th Ave SE South Bound on 4 th Ave SE East Bound on 7 th St SE West Bound on 7 th St SE
(Chesley) Community Park and Trailer Park	North Bound to Pool South Bound to Arena East Bound to Trailer Park West Bound to 3 rd St SE
(Paisley) Alma and Victoria St South	East Bound on Alma West Bound on Alma North Bound on Victoria St South South Bound on Victoria St South
(Paisley) Balaklava and Victoria St South	East Bound on Balaklava West Bound on Balaklava North Bound on Victoria St South South Bound on Victoria St South
(Paisley) Cambridge and Ross St	East Bound on Cambridge North Bound on Ross South Bound on Ross
(Paisley) Inkerman and James	East Bound on Inkerman West Bound on Inkerman North Bound on James South Bound on James

Schedule J
To
By-law 2020

Community Safety Zones

Column 1	Column 2		Column 3
<i>Highway</i>	<i>From</i>	<i>To</i>	<i>Times/Days</i>
CHESLEY			
4TH ST SE	1ST AVE S	4TH AVE SE	At all times
4TH AVE SE	4TH ST SE	7TH ST SE	At all times
ST 7TH SE	4TH AVE SE	1ST AVE S	At all times
TARA			
Brooke St W	Yonge St N	600 M west of Francis St	At all times
PAISLEY			
Balaklava St	Queen St S	Victoria St S	At all times
Victoria St S	Balaklava St	Arnaud St	At all times
Arnaud St	Victoria St S	Duke St	At all times

Schedule K

To
By-law 2020

Overnight Parking By Permit

Column 1	Column 2	Column 3
Parking Space	Number of Spaces	Times/Days
CHESLEY		
Riverside Drive	28	8:00 p.m.to 8:00 a.m.
2 ND ST SW & 2 ND AVE SW	6	At all times
PAISLEY		
Paisley Community Centre	5	At all times
Paisley Post Office Parking Lot, 381 Queen St S	5	At all times
381 Queen St S, (designated for Bruce County Housing)	3	At all times

Schedule L
To
By-law 2020

Providing for Speed Limits

Column 1	Column 2		Column 3
<i>Highway</i>	<i>From</i>	<i>To</i>	<i>Speed</i>
ALLENFORD			
Thomas St	Hwy 21	Dead End	30 KM PER HR
ARRAN LAKE			
Sideroad 10 South	Uranick Lane	Dead End	20 KM PER HR
Sideroad 10 South	Concession 10 East	Uranick Lane	50 KM PER HR
CHESLEY			
Thomas Rd	4 TH St SW	Bearman St	40 KM PER HR
All Other Streets			50 KM PER HR
Riverside Park	1 st Ave S	2 nd St SW	20 KM PER HR
Community Park	2nd St SE	4 th St SE	20 KM PER HR
Chesley Trailer Park	Community Park	Dead End	8 KM PER HR
PAISLEY			
All Streets			50 KM PER HR
Rotary Park	James St	Inkerman St	10 KM PER HR
TARA			
All Streets			50 KM PER HR

Schedule M

To

By-law 2020

Loading Zones

Chesley

- I. One (1) space located on 2ND AVE SW being the first space west of 1ST AVE S

PART II PROVINCIAL OFFENCES ACT
THE MUNICIPALITY OF ARRAN-ELDERSLIE
BY-LAW #46-2020

Being a by-law to regulate traffic and parking within the Municipality of Arran-Elderslie

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1	Parking in contravention of official sign	Section 5	\$30.00
2	Parking- face wrong way	Section 9.1	\$30.00
3	Parking- improper on right side	Section 9.2	\$30.00
4	Stopping- improper right side	Section 9.2	\$30.00
5	Parking-improper left side	Section 9.3	\$30.00
6	Stopping- improper left side	Section 9.3	\$30.00
7	Parking- improper angle	Section 10	\$30.00
8	Stopping- on sidewalk	Section 11.1	\$50.00
9	Stopping-intersection	Section 11.2	\$50.00
10	Stopping-pedestrian crossover	Section 11.3	\$30.00
11	Stopping- within 12.5 m pedestrian crossover	Section 11.4	\$30.00
12	Stopping- safety zone	Section 11.5	\$30.00
13	Stopping- impede traffic	Section 11.6	\$50.00
14	Stop beside stopped or parked vehicle	Section 11.7	\$50.00
15	Stop on bridge	Section 11.8	\$50.00
16	Stop on median	Section 11.9	\$30.00
17	Park obstructing driveway	Section 12.1	\$50.00
18	Park as to obstruct entrance/exit	Section 12.2	\$100.00

	of emergency vehicles		
19	Park within 3m of fire hydrant	Section 12.3	\$100.00
20	Park within 12.5 m of pedestrian crossover	Section 12.4	\$30.00
21	Park within 15m of traffic signals	Section 12.6	\$30.00
22	Park on roadway with width less than 6m	Section 12.7	\$50.00
23	Park as to obstruct crowd movement	Section 12.8	\$30.00
24	Park as to prevent removal of previously parked vehicle	Section 12.9	\$30.00
25	Parked as to obstruct delivery of goods	Section 12.10	\$30.00
26	Park as to interfere with funeral procession	Section 12.11	\$30.00
27	Park within 15m of intersection	Section 13.1	\$30.00
28	Park within 30 m of controlled intersection	Section 13.2	\$30.00
29	Park within 25m of bus stop	Section 13.3	\$30.00
30	Park adjacent to school property during school hours	Section 13.4	\$30.00
31	Park between 2:00 a.m. and 7:00 a.m. November to April	Section 14	\$30.00
32	Park- no permit	Section 16 Schedule L	\$30.00
33	Park in loading zone more than 10 min	Section 17	\$30.00
35	Park for more than 36 continuous hours	Section 19.0	\$30.00
36	No Parking	Section 21 Schedule B	\$30.00
37	Park on highway where signs	Section 22 Schedule C	\$30.00

	displayed		
38	Stop on highway where signs displayed	Section 23 Schedule D	\$30.00
39	Park in designated disabled space	Section 27.1 Schedule H	\$300.00
40	Parking-causing interference	Section 30.1	\$50.00

Note: the general penalty provision for the offences listed above is Section 33.1 of By-law 46-2020, a certified copy of which has been filed.

PART I PROVINCIAL OFFENCES ACT
THE MUNICIPALITY OF ARRAN-ELDERSLIE
BY-LAW #46-2020

Being a by-law to regulate traffic and parking within the Municipality of Arran-Elderslie

ITEM	COLUMN 1 Short Form Wording	COLUMN 2 Offence Creating Provision or Defining Offence	COLUMN 3 Set Fine
1	Drive vehicle on sidewalk	Section 6.1	\$200.00
2	Drive vehicle over raised curb	Section 6.2	\$200.00
3	Roadway-place debris	Section 7.0	\$200.00
4	Roadway- cause/allow damage	Section 8.0	\$200.00

Note: the general penalty provision for the offences listed above is Section 33.1 of By-law 46-2020, a certified copy of which has been filed.

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

BY-LAW NO. 47-2020

A by-law to provide for the licensing and regulation of informal residential care facilities and services in the Municipality of Arran-Elderslie.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the *Municipal Act, 2001*), provides that a municipal power shall be exercised by by-law:

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 11(1) of the *Municipal Act, 2001* provides that a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 11(2) of the *Municipal Act, 2001* provides that a lower-tier municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons, in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property;

AND WHEREAS subsection 11(3) of the *Municipal Act, 2001* provides that a lower-tier municipality may pass by-laws in the following spheres of jurisdiction: in paragraph 11, Business Licensing;

AND WHEREAS subsection 151 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 11 of the Act, a municipality may provide for a system of licences with respect to a business;

AND WHEREAS the Council for the Municipality of Arran-Elderslie considers it necessary and desirable for the public to regulate informal residential care facilities and services for the purpose of protecting the health, safety and well-being of persons, nuisance control and to address quality of life issues in our neighbourhoods;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS Council for the Municipality of Arran-Elderslie is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence, prescribe operational standards to be imposed on licensees are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control;

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS it is deemed expedient to pass this by-law;

NOW THEREFORE the Municipal Council of Arran-Elderslie hereby enacts as follows:

1.0 DEFINITIONS

1.1 For the purpose of this By-law:

“Accredited Program” means:

- (a) The local Health Unit’s Food Handler Certification Course;
- (b) A food handler training and certification program or course provided by a Board of Health established under the *Health Protection and Promotion Act*, R.S.O. 1990, c.H-7, as amended, and any regulations thereunder; or
- (c) A food handler training and certification program or course that has been accredited by the Medical Officer of Health;

“Applicant” means a person applying for a licence under this By-law;

“Certified Food Handler” means a person who holds a valid Food Handler Certificate;

“Municipality” means The Corporation of the Municipality of Arran-Elderslie;

“Council” means the Municipal Council of The Corporation of the Municipality of Arran-Elderslie;

“Chief Building Official” means the Chief Building Official as appointed by Council pursuant to the *Building Code Act*;

“Enforcement Officer” means a Municipal Law Enforcement Officer appointed by the Council, or an officer, employee or agent of the Municipality whose responsibilities include the enforcement of this By-law;

“Fire Chief” means the Chief of Chesley, Paisley or Tara’s Fire Services of the Municipality or a person delegated by him or her for the purposes of this By-law;

“Food Handler Certificate” means a certificate issued to a person by the provider of an Accredited Program certifying that the person has successfully completed that program;

“Health Unit” means the Grey Bruce Health Unit;

“Hearings Officer” means a Hearings Officer appointed by Municipal Council;

“Informal Care Services” means the provision of services to support the routines of daily life including without limitation to assistance with money management, assistance with facilitating the payment of rent, assistance with facilitating the payment of bills, receiving payment for rent and services including rent received on behalf of another party, housing finding and stabilization, assistance with finding housing whether temporary or permanent, meal preparation, the provision of food or meals, advocacy, transportation, assistance with transportation, or other services;

“Informal Residential Care Facility” means a residential facility that is occupied or intended to be occupied by three or more persons for the purpose of receiving Informal Care Services, whether or not receiving the services is the primary purpose of the occupancy but does not include a residential facility that is funded or licensed by the federal or provincial government or regulated under one of the following:

- (a) *Long-Term Care Homes Act, 2007*;

- (b) *Retirement Homes Act, 2010*;
- (c) *Homes for Special Care Act*;
- (d) *Public Hospitals Act*;

“**Licensee**” means any person licensed under this By-law;

“**Licence Manager**” means the Chief Building Official of the Municipality;

“**Medical Officer of Health**” means the Medical Officer of Health for the Health Unit or a person delegated by him or her for the purposes of this By-law;

“**Operational Standards**” means the operational standards prescribed by the Licence Manager under subsection 7.9(b) of this By-law;

“**Tenant**” means a person other than an operator or employee who resides in an Informal Residential Care Facility and to whom the operator provides Informal Care Services and the term “tenants” has a corresponding meaning;

2.0 PROHIBITIONS

2.1 No person shall operate an Informal Residential Care Facility without holding a current valid licence issued under this By-law.

2.2 No person shall hold himself, herself or itself out to be licensed under this By-law if they are not.

2.3 No person shall contravene or fail to comply with a term or condition of his, her or its licence imposed under this By-law.

2.4 No person shall operate an Informal Residential Care Facility while their licence issued under this By-law is under suspension.

2.5 The requirement to obtain a license under this By-law applies regardless of whether the Informal Residential Care Facility was operating prior to the enactment of this By-law.

3.0 ADMINISTRATION

3.1 The administration of this By-law is assigned to the Licence Manager who shall generally perform all of the administrative functions conferred upon him or her by this By-law and without limitation may:

- (a) receive and process all applications for all licenses and renewals of licences under this By-law;
- (b) issue licenses in accordance with the provisions of this By-law;
- (c) impose terms and conditions on licences in accordance with this By-law; and
- (d) refuse to issue or renew a licence or revoke or suspend a licence in accordance with this By-law.

4.0 APPLICATIONS FOR A LICENCE AND RENEWAL OF LICENCE

4.1 Every application for a licence and renewal licence shall be made to the Licence Manager on the forms provided by the Licence Manager. Without limitation, every application for a licence or a renewal shall include the following information:

- (a) the name, municipal address and telephone number of each Applicant or Licensee;
- (b) if the Applicant or Licensee is a partnership, the name, address and telephone number of each partner;
- (c) if the Applicant or Licensee is a corporation, the address of its head office, the name, address and telephone number of each director and officer;

- (d) the municipal address and legal description of the business;
- (e) a sworn statement by the Applicant or Licensee certifying the accuracy, truthfulness and completeness of the application;
- (f) if the Applicant or Licensee is a partnership, a sworn statement by each partner certifying the accuracy, truthfulness and completeness of the application; and
- (g) if the Applicant or Licensee is a corporation, a sworn statement by an officer of the corporation duly authorized for that purpose certifying the accuracy, truthfulness and completeness of the application.

4.2 Every person applying for a licence or a renewal of a licence shall provide in full at the time the application is submitted all of the information requested on the application form as well as:

- (a) payment of the prescribed fee as set out in Schedule "A" of this By-law;
- (b) if the Applicant or Licensee is a corporation, a copy of the incorporating documentation, a copy of the last initial notice or notice of change which has been filed with the provincial or federal government and a Certificate of Status issued by the Ministry of Government and Consumer Services dated no later than fifteen (15) days prior to the date of the application for a licence;
- (c) a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (d) if the Applicant or Licensee is a partnership, have each partner submit to the Licence Manager a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (e) if the Applicant or Licensee is a corporation, have each director submit to the Licence Manager a police records check from the Ontario Provincial Police Service dated no later than 60 days prior to the application for a licence;
- (f) proof of insurance in respect of the Informal Residential Care Facility that:
 - (i) is satisfactory to the Licence Manager;
 - (ii) includes general liability insurance in an amount not less than \$5,000,000;
 - (iii) includes all-risk property insurance for the Informal Residential Care Facility including its furniture and fixtures in an amount sufficient to cover current replacement of the property;
 - (iv) identifies the use as an Informal Residential Care Facility; and
 - (v) requires that the Licence Manager be notified within 60 days of its expiry; and
- (g) any other documentation or information as may be required in any other Part of this By-law and by the Licence Manager.

4.3 The Licence Manager may require affidavits in support of an application for or a renewal of a licence.

4.4 Every application may be subject to investigations by and comments or recommendations from the municipal or provincial department or agencies as the Licence Manager deems necessary including but not limited to:

- (a) the Chief Building Official;
- (b) the Fire Chief;
- (c) the Municipal Law Enforcement Officer;
- (d) the Chief of Police; and
- (e) the Medical Officer of Health.

5.0 ISSUANCE OF LICENCES

5.1 Every licence issued under this By-law shall be in the form and manner as provided by

the Licence Manager and without limitation shall include on its face the following information;

- (a) the licence number;
- (b) the name, address and telephone number of each Licensee;
- (c) the date the licence was issued and the date it expires; and,
- (d) the municipal address of the premises used for the Informal Residential Care Facility.

5.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions of obtaining, continuing to hold and renewing a licence all of which shall be performed and observed by the Applicant or the Licensee:

- (a) the Applicant or Licensee shall pay the prescribed licence fee as set out in Schedule "A" of this By-law;
- (b) the Applicant or Licensee shall pay all fees and fines owed by the Applicant or Licensee to the Municipality;
- (c) the Applicant or Licensee shall have a contractual or proprietary interest in the premises upon which the Informal Residential Care Facility is to be operated which will enable the Applicant or Licensee to carry on the business;
- (d) the Applicant or Licensee shall allow, at any reasonable time and when permitted by law, the Municipality to inspect the premises used for the Informal Residential Care Facility;
- (e) the premises used for the Informal Residential Care Facility shall be in accordance with the requirements of the *Building Code Act* and the Regulations thereunder, the *Fire Protection and Prevention Act*, and the Regulations thereunder, and the Municipality's Property Standards By-law, as amended or replaced from time to time;
- (f) the premises used for the Informal Residential Care Facility are not constructed or equipped so as to hinder the enforcement of this By-law;
- (g) the use of the premises used for the Informal Residential Care Facility is permitted or conforms with the uses permitted under the applicable zoning by-law or is a legal non-conforming use;
- (h) the operation of the Informal Residential Care Facility shall comply with all federal and provincial laws;
- (i) the conduct of the Applicant or Licensee, or any partner, officer, director, employee or agent of the Applicant or Licensee, shall not afford reasonable cause to believe that the Applicant or Licensee will not carry on or engage in the operation of the Informal Residential Care Facility in accordance with the law or with honesty or integrity;
- (j) if the Applicant or Licensee is a partnership or a corporation, any change in the composition of the partnership or of the officers and/or directors of the corporation shall be reported to the Licence Manager within ten (10) days; and
- (k) the Applicant or Licensee shall be in compliance with all provisions of this By-law.

5.3 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the Municipality for the Licensee to contravene or fail to observe or comply with any law of Canada, Ontario or any by-law of the Municipality.

5.4 A licence issued under this By-law shall be valid only for the period of time for which it was issued.

5.5 Every licence, at all times, is owned by and is the property of the Municipality and is valid only in respect of the person and for the Informal Residential Care Facility named therein. A separate licence shall be required for each Informal Residential Care Facility.

5.6 The Licensee shall notify the Licence Manager of any change in ownership of the Informal Residential Care Facility and shall surrender his, her or its licence to the Licence

Manager within seventy-two (72) hours of the completion of such change.

5.7 All licence fees and inspection fees paid under this By-law are non-refundable.

6.0 REGULATIONS

6.1 The Licensee shall ensure that a legible copy of the license issued under this By-law is posted and maintained in a prominent and visible position inside the Informal Residential Care Facility near the front entrance.

6.2 The Licensee shall have a written tenancy agreement with each tenant.

6.3 The Licensee shall develop and maintain a service plan for each tenant which shall include all the information as prescribed by the Licence Manager.

6.4 The Licensee shall maintain a separate file for each tenant which contains the following information:

- (a) Name, gender, date of birth, age, date of admission and date of discharge;
- (b) Name, address and telephone number of next-of-kin;
- (c) Name address and telephone number of the tenant's attorney for personal care, if any;
- (d) Name address and telephone number of the tenant's attorney for property; if any;
- (e) Name, address and telephone number of the tenant's physician(s);
- (f) A service plan required under section 6.3;
- (g) A signed tenancy agreement for the tenant; and
- (h) Such other information as prescribed by the Licence Manager.

6.5 The Licensee shall ensure that the tenant file required under section 6.4 shall be retained for a period of seven (7) years following the discharge of the tenant from the Informal Residential Care Facility.

6.6 The Licensee shall maintain an up-to-date, alphabetical list of the tenants of the Informal Residential Care Facility which includes the name, gender, date of birth, age and date of admission of each tenant.

6.7 The Licensee shall maintain insurance as required under subsection 4.2(f) of this By-law.

6.8 The Licensee shall ensure that all persons working at the Informal Residential Care Facility or providing Informal Care Services, whether employed by the Licensee or not, are at least 18 years of age.

6.9 The Licensee shall ensure that at all times when food is being prepared, processed, packaged, served or stored at the Informal Residential Care Facility there is a Certified Food Handler working at the Informal Residential Care Facility who is supervising the preparation, processing, packaging, service or storage of food.

6.10 Every person, when working as the Certified Food Handler supervising the preparation, processing, packaging, service or storage of food under section 6.9 shall produce for inspection his or her Food Handler Certificate upon request by an Enforcement Officer.

6.11 The Licensee shall ensure that all serious incidents are responded to and reported within 24 hours of the occurrence, or if on a weekend or a statutory holiday, on the next business day to the Licence Manager.

6.12 For the purpose of section 6.11 a serious incident may include but is not limited to:

- (a) an emergency, including fire or unplanned evacuation of tenants;

(b) an unexpected or sudden death, including a death resulting from an accident or suicide;

(c) a tenant who is missing for twenty-four hours or more;

(d) any missing tenant who returns to the Informal Residential Care Premises with an injury or any significant change in condition regardless of the length of time the tenant was missing, where “significant change” means a major change in the person’s health condition that;

- (i) will not resolve itself without further intervention;
- (ii) impacts on more than one aspect of the tenant’s health condition, and
- (iii) requires emergency medical attention;

(e) an outbreak of a reportable disease or communicable disease as defined in the *Health Protection and Promotion Act*;

(f) an event on the Informal Residential Care Premises that resulted in law enforcement or emergency services intervention resulting in criminal charges or the need for unexpected emergency medical service requiring transportation to a hospital or other emergency care institution; or

(g) an allegation of abuse, threat of violence, or danger to life of any staff person or tenant.

6.13 Where a Licensee is required to make a report under section 6.11 the report shall be in a form and contain the information as prescribed by the Licence Manager.

6.14 The Licensee shall comply with all of the Operational Standards for Informal Residential Care Facility and Services prescribed by the Licence Manager.

7.0 POWERS OF THE LICENCE MANAGER

7.1 The power and authority to issue or renew a licence, refuse to issue or refuse to renew a licence, to cancel, revoke or suspend a licence, to impose terms and conditions, including special conditions, on a licence, are delegated to the Licence Manager.

7.2 The Licence Manager shall issue a licence or renew a licence where the requirements or conditions of this By-law have been met.

7.3 The Licence Manager may refuse to issue, refuse to renew or revoke or suspend a licence or impose a term or condition on a licence on the following grounds:

- (a) the conduct of the Applicant or Licensee, or any partner, officer, director, employee or agent of the Applicant or Licensee, affords reasonable cause to believe that the Applicant or Licensee will not carry on his or her business in accordance with the law or with honesty or integrity;
- (b) an Applicant or Licensee is carrying on activities that are in contravention of this By-law;
- (c) there are reasonable grounds to believe that an application or other documents provided to the Licence Manager by or on behalf of the Applicant or a Licensee contains a false statement;
- (d) any information contained in the original application form or any other information provided to the Licence Manager, has ceased to be accurate and the Licensee has not provided up-to-date accurate information to the Licence Manager to allow the Licence Manager to conclude that the Licence should continue;
- (e) an Applicant or Licensee does not meet, at any time, one or more of the requirements of this By-law or any conditions imposed on a Licence;
- (f) the Applicant or Licensee is not in compliance with any federal, provincial law or Municipal By-law, including this By-law;
- (g) the Applicant or Licensee or any partner, officer or director has been convicted of an offence, for which a pardon has not been granted, pursuant to any one or more of Parts

V (Sexual Offences), VIII (Offences Against the Person and Reputation) or IX (Offences Against Property) of the *Criminal Code of Canada*, R.S.C. 1985 c. C-46, as amended or any other criminal convictions in the preceding five (5) years;

(h) the Applicant or Licensee has been convicted of an indictable offence under any Statute of Canada, including but not limited to the *Criminal Code of Canada*, the *Narcotic Control Act*, the *Food and Drug Act*, and the *Controlled Drug and Substances Act* in the preceding five (5) years;

(i) the Applicant or Licensee has been convicted of any other criminal offence for which, in the opinion of the Licence Manager, it would not be in the interest of public safety to issue a licence; or

(j) the Informal Residential Care Facility does not comply with this By-law.

7.4 Where the Licence Manager is of the opinion that:

- (a) an application for a licence or renewal of a licence should be refused;
- (b) a reinstatement should not be made;
- (c) a licence should be revoked;
- (d) a licence should be suspended, or,
- (e) a term or condition of a licence should be imposed;

the Licence Manager shall make that decision.

7.5 Where the Licence Manager has made a decision under subsection 7.4, the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular mail to the last known address of that person and shall be deemed to have been given on the third day after it is mailed. Service on a corporation can be effected by registered mail to the address of the corporation's registered head office.

7.6 The written notice to be given under subsection 7.5 shall:

- (a) set out the grounds for the decision;
- (b) give reasonable particulars of the grounds;
- (c) be signed by the Licence Manager; and,
- (d) state that the Applicant or Licensee is entitled to request a hearing by a Hearings Officer if the Applicant or Licensee files with the Clerk, a notice of appeal in writing and the appeal fee as set out in Schedule "A" of this By-law within ten (10) days after the notice in subsection 7.5 is served

7.7 Where no appeal is registered within the required time period, the decision of the Licence Manager shall be final.

7.8 Despite subsection 7.6 where a licence is voluntarily surrendered by the Licensee for revocation, the Licence Manager may revoke the licence without notice to the Licensee.

7.9 In addition to any other power, duty or function prescribed this By-law, the Licence Manager may make regulations under this By-law including:

- (a) prescribing the information that must be included in a file for each tenant as required under section 6.4;
- (b) prescribing the Operational Standards including without limitation any matter relating to the health, safety, well-being and protection of the tenants of such facility;
- (c) prescribing the form of and any information required to be provided to the Licence Manager in report under sections 6.11 and 6.12;
- (d) prescribing the format and content of any forms or other documents required under this By-law;
- (e) prescribing the form of and minimum requirements for criminal record checks and

insurance policies; and

- (f) prescribing criteria for any requirements or approvals not otherwise specified in this section.

8.0 HEARINGS BEFORE THE HEARINGS OFFICER

8.1 The power and authority to conduct hearings of appeals under this By-law are hereby delegated to the Hearings Officer.

8.2 The Hearings Officer may uphold or vary the decision of the Licence Manager or make any decision that the Licence Manager was entitled to make in the first instance.

8.3 The decision of the Hearings Officer is final.

9.0 ENFORCEMENT

9.1 This By-law may be enforced by an Enforcement Officer.

9.2 No person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this By-law, including carrying out an inspection.

9.3 Pursuant to s. 441 of the *Municipal Act, 2001*, if any part of a fine for a contravention of this by-law remains unpaid after the fine becomes due and payable under s. 66 of the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended, including any extension of time for payment ordered under that section, the Municipality may give the Person against whom the fine was imposed a written notice specifying the amount of the fine payable and the final date on which it is payable, which shall be not less than twenty one (21) days after the date of the notice. If the fine remains unpaid after the final date specified in the notice, the fine shall be deemed to be unpaid taxes for the purposes of s. 351 of the *Municipal Act, 2001*.

9.4 Pursuant to s.444 of the *Municipal Act, 2001*, where the License Manager is satisfied that a contravention of this By-law has occurred or is occurring, he or she may make an order requiring the person who contravened this By-law, or who cause or permitted the contravention, or the Owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity, and such order shall set out the reasonable particulars of the contravention to identify the contravention and the location of the land on which it occurred and the date by which there must be compliance.

9.5 Pursuant to s. 447 of the *Municipal Act, 2001*, where an Owner is convicted of knowingly carrying on or engaging in a trade, business or occupation on, in or in respect of any premises or any part of any premises without a Licence required by this By-law, the Court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

9.6 Where a Person is convicted of a contravention of this By-law, other than a conviction described in section 9.5, and the Court determines that the Owner or occupant of the premises or part of the premises in respect of which the conviction was made knew or ought to have known of the conduct which formed the subject-matter of the conviction or of any pattern of similar conduct, the Court may order that the premises or part of the premises be closed to any use for a period not exceeding two (2) years.

10.0 PENALTY

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

10.2 A director or officer of a corporation who knowingly concurs in the contravention of any provision of this By-law is guilty of an offence and all contraventions of this By-law are designated as continuing offences.

10.3 A person convicted under this By-law is liable to a minimum fine of \$500.00 and a maximum fine of \$25,000.00 upon a first conviction and a maximum fine of \$50,000.00 for any subsequent conviction.

10.4 Despite subsection 10.3, where the person convicted is a corporation, the corporation is liable to a minimum fine of \$500.00 and a maximum fine of \$50,000.00 upon a first conviction and a maximum fine of \$100,000.00 for any subsequent conviction.

10.5 In addition to the fine amounts set out in subsections 10.3 and 10.4 above, for each day or part of a day that an offence continues, the minimum fine shall be \$500.00 and the maximum fine shall be \$10,000.00 and the total of all daily fines for the offence is not limited to \$100,000.00.

10.6 If this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,

- (a) prohibiting the continuation or repetition of the offence by the person convicted; and,
- (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

10.7 Each day on which a person contravenes any provision of this By-law shall be deemed to constitute a separate offence under this By-law as provided for in subsection 429(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

10.8 Any person who contravenes an Order made pursuant to section 9.4 of this By-law is guilty of an offence.

11.0 GENERAL

11.1 If any provision or part of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

11.2 If there is a conflict between a provision of this By-law and a provision of any other Municipal by-law, then the more restrictive provision shall apply.

12.0 MISCELLANEOUS

12.1 This by-law may be referred to as the "Informal Residential Care Facility Licensing By-law".

12.2 This by-law shall come into force and effect on its date of passage

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Schedule "A" - FEES

Informal Residential Care Facility Licence Fee \$750

Hearings Officer Appeal Fee \$100

THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 48-2020

BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO SIGN A COST
SHARING AGREEMENT WITH BRUCE COUNTY

Whereas the Spheres of Jurisdiction in the Municipal Act, 2001, S.O. 2001, Chapter 25 empowers Municipalities to enter into agreements relating to highways.

And Whereas the Bruce County has jurisdiction over Bruce Road 30 in the Municipality of Arran-Elderslie and wishes to reconstruct a portion of the road.

And Whereas Bruce County arranges cost sharing agreements with lower tier municipalities.

And Whereas Arran-Elderslie (the Municipality) and Bruce County wish to identify the responsibilities and costs of each Party concerning the road reconstruction for Bruce Road 30.

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

1. That the Mayor and Clerk are hereby authorized to sign a cost sharing agreement with Bruce County to facilitate their respective responsibilities and subsequent costs for the construction of watermain, sanitary main, storm sewer and roadway project on Bruce Road 30, Section D, 1st Avenue North, Chesley.
2. That the Cost Sharing Agreement referred to herein shall be attached hereto and form part of this By-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, Clerk

This Agreement made this _____ day of _____, 2020.
Between:

The Corporation of the Municipality of Arran-Elderslie

(Hereinafter called "Arran-Elderslie")

Of The First Part

- and -

The Corporation of the County of Bruce

(Hereinafter called the "County")

Of The Second Part

Whereas the Spheres of Jurisdiction in the Municipal Act, 2001, S.O. 2001, Chapter 25 empowers Municipalities to enter into agreements relating to highways.

And Whereas the County has jurisdiction over Bruce Road 30 in the Municipality of Arran-Elderslie and wishes to reconstruct a portion of the road.

And Whereas the County arranges cost sharing agreements with lower tier municipalities.

And Whereas Arran-Elderslie and the County wish to identify the responsibilities and costs of each Party concerning the road reconstruction for Bruce Road 30.

Now therefore this agreement witnesseth that in consideration of the mutual terms and covenants hereinafter made and contained, the Parties hereto covenant and agree as follows:

Joint Project Responsibility

1. The Parties acknowledge that:
 - (a) The portion of Bruce Road 30 in the Arran-Elderslie to be reconstructed is under the jurisdiction of the County.
 - (b) The portion of Bruce Road 30 in Arran-Elderslie to be reconstructed is within the municipal boundary of Arran-Elderslie.
 - (c) The work required to reconstruct the portion of Bruce Road 30 in Arran-Elderslie includes portions where the cost is a municipal responsibility.

The Work

2. The work has been tendered in the name of the County.
3. The work related to the portion of Bruce Road 30 in Arran-Elderslie to be reconstructed is generally identified on the set of Drawings prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020, copies of which are attached to and form part of this agreement as Schedule 'A'.
4. The work is generally described in 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43 Pre-tender Cost Share Estimate', copies of which are attached to and form part of this agreement as Schedule 'B'.

Additional Work

5. (a) Work beyond that identified in paragraphs 3 and 4 shall be considered as 'Additional Work'.
 - (b) 'Additional Work' shall be authorized by the Parties responsible for the payment of the work as per paragraphs 3 and 4.

The County's Responsibilities

6. The County shall be responsible to pay for their own legal costs, if any.

7. The County shall be responsible for their portion of the engineering and contract administration costs. This portion will be based on Arran Elderslie paying for 33.3% of the engineering cost up to a maximum of \$40,000.
8. The County shall arrange for and maintain liability insurance, for the joint benefit of the County, with Arran-Elderslie named as additional insured as against all claims incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Five Million dollars (\$5,000,000) per incident. The County shall satisfy Arran-Elderslie, upon reasonable request that the premiums of such insurance have been paid and that such insurance is in full force and effect. The County shall give thirty (30) days prior written notice of any cancellation or material change in policy terms to Arran-Elderslie which reduces or affects coverage.
9. The County will coordinate all notices regarding the undertaking of the work including notices to those properties affected by the work including access and water supply.
10. The County shall administer and supervise the request for tender and will consult Arran-Elderslie on the works identified as their responsibility and included on the attached set of Drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020.
11. The County shall be responsible to undertake and oversee all work to ensure it is completed as per the design in the attached set of Drawings, attached as Schedule 'A' and prepared by BM Ross Engineering, entitled 'Bruce County (Chesley) 1st Avenue North Reconstruction', Tender No. BCTES 20-43, dated May 15, 2020.

Arran-Elderslie Responsibilities

12. Arran-Elderslie shall be responsible to pay for their respective portion of the work as described in paragraphs 3, 4 and 5.
13. Arran-Elderslie shall be responsible to pay for their own legal costs, if any.
14. Arran-Elderslie shall be responsible for a portion of the engineering and contract administration costs submitted by BM Ross as outlined in clause 7 of this agreement.

Payments

15. The County shall invoice Arran-Elderslie for their share of the costs no later than December 31, 2020.
16. It is agreed that employee labour and equipment costs supplied directly by Arran-Elderslie or the County and related to the work will be absorbed by the Party supplying the labour or equipment without payment by the other Parties.
17. Each Party will indemnify and save the other harmless from claims arising from the project and related to the work in the same proportion as each party is obligated to pay for their share of the work as provided for in this agreement.

Contract Administration

18. The County shall administer and supervise the whole project and will consult and report to Arran-Elderslie as required and when requested.
19. The Parties agree that BM Ross shall be the Consulting Engineer in relation to all the work for this project and will report to the County on all matters related to the work.

Project Ownership

20. The scope of work for this project, which was originally planned in conjunction with Chesley Bridge Replacement, includes water main replacement, sanitary sewer replacement, storm sewer replacement and road reconstruction on 1st Avenue North, Chesley from 2nd Street North East to 4th Street North East.

IN WITNESS WHEREOF the Parties have affixed their respective corporate seals and attested to by the signature of the signing officers of Arran-Elderslie and the County.

Signed, Sealed and Delivered) **The Corporation of the Municipality of Arran-Elderslie**
)
)Per: _____
) Mayor, Steve Hammell
)
)Per: _____
) CAO/Clerk, Bill Jones
)
) We have authority to bind the Corporation.

) **The Corporation of the County of Bruce**
)
)Per: _____
) Warden, Mitch Twolan
)
)Per: _____
) Clerk, Donna Van Wyck
)
) We have authority to bind the Corporation.

RATING BY-LAW

Tile Drainage Act, R.S.O. 1990, c. T.8, s.8

THE CORPORATION OF THE
Municipality of Arran-Elderslie

BY-LAW NUMBER 49-2020

A by-law imposing special annual drainage rates upon land in respect of which money is borrowed under the *Tile Drainage Act*.

WHEREAS owners of land in the municipality have applied to the council under the *Tile Drainage Act* for loans for the purpose of constructing subsurface drainage works on such land;

AND WHEREAS the council has, upon their application, lent the owners the total sum of \$43,100.00 to be repaid with interest by means of rates hereinafter imposed;

The council, pursuant to the *Tile Drainage Act*, enacts as follows:

1. That annual rates as set out in the Schedule 'A' attached hereto are hereby imposed upon such land as described for a period of ten years, such rates shall have priority lien status, and shall be levied and collected in the same manner as taxes.

First Reading 2020-Aug-10
yyyy/mm/dd

Second Reading 2020-Aug-10
yyyy/mm/dd

Provisionally adopted this 10 day of August, 2020

Steve Hammell

Name of Head of Council

Signature

Bill Jones

Name of Clerk

Signature

Third Reading 2020-Aug-10

Enacted this 10 day of August, 2020

Steve Hammell

Name of Head of Council

Signature

Corporate Seal

Bill Jones

Name of Clerk

Signature

I, Bill Jones, clerk of the Corporation of the Municipality
of Arran-Elderslie certify that the above by-law was
duly passed by the council of the Corporation and is a true copy thereof.

Corporate Seal

Bill Jones

Name of Clerk

Signature

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

BY-LAW NO. 50-2020

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
AN EMERGENCY PROTECTIVE SERVICES TRAINING FACILITY AGREEMENT WITH
BRUCE POWER L.P.**

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

WHEREAS Section 11(2) 6. of the Municipal Act 2001, S.O. 2001, c. 25 as amended, permits that municipalities may pass by-laws regarding the health, safety and well-being of persons; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an Emergency Protective Services Training Facility Agreement with Bruce Power L.P. for municipal fire service to use the Bruce Power Emergency Protective Services Training Facility;

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

1. THAT this Council does hereby authorize the Clerk to execute the Emergency Protective Services Training Facility Agreement, in the form annexed hereto as Schedule "A" (the Emergency Protective Services Training Facility Agreement), with Bruce Power L.P.
2. THAT Schedule "A", the Emergency Protective Services Training Facility Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, Clerk

FIRE TRAINING FACILITY RENTAL AGREEMENT

BETWEEN

BRUCE POWER L.P.

-and

Municipality of Arran-Elderslie

(the “Crew”)

Effective Date: October 24 and 25, 2020

RECITALS:

- I. The Crew wishes to make use of Bruce Power’s fire training facility (including equipment located therein) (the “**FTF**”), situate on the Bruce site, located at 177 Tie Road, Tiverton, Ontario (the “**Site**”).
- II. The Crew wishes to perform certain training exercises and activities necessarily related thereto (the “**Activities**”).
- III. Bruce Power wishes to make available the FTF to the Crew for purposes of performing or otherwise participating in the Activities.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the terms and conditions of this rental agreement.

1. General Obligations of the Crew

1.1. Compliance

Crew shall make use of the FTF in accordance with all applicable laws, and all Site rules prescribed by Bruce Power, including all applicable safety procedures.

1.2. Security Clearance

(a) The Crew shall:

- (i) permit Bruce Power Emergency Protective Services (“**EPS**”) to examine or search vehicles, equipment, tools and materials brought to or removed from Site. If requested, the Crew shall deposit with the EPS officers an itemized list of all such equipment, tools, and materials at the time such items are brought to the Site. The list will be used by EPS officers when checking such equipment, tools, and materials into and out of the Site; and
- (ii) comply with all other safety and security procedures and shall permit EPS officers to perform reasonable and customary security/background checks on each member of the Crew entering the Site.

1.3. Licenses and Certificates

The Crew is responsible for obtaining and complying with all licences, permits, and certificates necessary for its performance of or participation in the Activities at the FTF.

2. Scheduling and Fees

- 2.1. Bruce Power shall permit the Crew to perform and otherwise participate in the Activities on, 2020 to, 2020.
- 2.2. The Crew shall be entitled to perform and otherwise participate in the Activities at the FTF without obligation to pay any cost or fees associated with the use thereof.

3. Not Applicable

4. Relationship

- 4.1. The execution of this rental agreement for the FTF does not constitute an employer - employee arrangement, a partnership agreement, joint venture or agency relationship between the parties. The Crew, including all employees, representatives, invitees, and agents, shall not have any rights to participate in any benefit plan or other employment benefits generally enjoyed by Bruce Power employees.
- 4.2. For certainty, the Crew acknowledges and agrees that it will be solely responsible for complying, at its expense, with all applicable provisions of workers’ compensation laws (including supplying Bruce Power with Workers’ Safety and Insurance Board (“**WSIB**”) clearance certificates), social security laws, unemployment compensation laws, and all other

applicable federal, provincial, foreign and local laws and regulations relating to terms and conditions of employment required to be fulfilled by employers.

- 4.3. WSIB clearance certificates, together with a list of workers' compensation registration numbers for all of the Crew's workers performing or otherwise participating in the Activities at the FTF, shall be provided to Bruce Power prior to Crew access to the Site. Failure to provide valid clearance certificates shall result in the Crew being prohibited from entering the Site and using the FTF.

5. Qualified Personnel and Control of Site

- 5.1. The Crew shall not permit anyone to attend the Site and the FTF or perform or otherwise participate in the Activities who is not suitably skilled and qualified in the tasks to be undertaken during the Crew's use of the FTF.
- 5.2. For certainty, the Crew acknowledges and agrees that Bruce Power shall at all times maintain operational control of the Site and the FTF and may remove any individual from the Site or the FTF at its sole and unfettered discretion.

6. Insurance

- 6.1. The Crew shall provide and maintain in full force and effect with financially responsible insurance carriers acceptable to Bruce Power, or with the appropriate government agency, the following insurance which shall take effect no less than five (5) days prior to arrival to the Site and shall remain in effect until all Activities are complete and the Crew has left the Site:
 - (a) the Crew shall carry a commercial general liability insurance policy with limits of at least five million dollars (\$5,000,000) inclusive for both bodily injury, including death, personal injury and damage to property, including loss of use thereof, for each occurrence, which policy will specifically include but not be limited to the following where applicable:
 - (i) blanket contractual liability;
 - (ii) damage to property on Site including loss of use thereof;
 - (iii) pollution liability coverage on a time element detection and reporting basis;
 - (iv) employer's liability (including disability coverage);
 - (v) tenant's legal liability;
 - (vi) non-owned automobile liability; and
 - (vii) broad form property damage;
 - (b) the Crew will pay all premiums as required under the *Workplace Safety and Insurance Act, 1997* (Ontario) or similar applicable legislation covering all persons employed by the Crew in relation to the performance of or participation in the Activities. For U.S. employees, appropriate State Workers Compensation must be carried including

Employer's Liability for a minimum limit of one million dollars (\$1,000,000) U.S., with a foreign coverage endorsement; and

- (c) the Crew shall carry, automobile liability insurance covering all licensed motor vehicles owned, rented or leased and used in connection with the Activities, which insurance will cover (A) bodily injury and property damage liability to a combined inclusive minimum limit of two million dollars (\$2,000,000) per incident and (B) mandatory accident benefits.

6.2. Certificates of Insurance:

- (a) Prior to arrival to the Site, the Crew will supply to Bruce Power a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverages required hereunder are in effect and that the coverages will not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policies of insurance which restricts or reduces coverage, without thirty (30) days advance written notice by registered mail, or courier, receipt required, to: Bruce Power, Insurance Department, 177 Tie Road, P.O. Box 1540, B10 Tiverton ON N0G 2T0.
- (b) Failure of Bruce Power to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Bruce Power to identify a deficiency from evidence provided will not be construed as a waiver of the Crew's obligation to maintain such insurance.
- (c) The acceptance of delivery by Bruce Power of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Bruce Power that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6.3. All deductibles will be to the account of the Crew.

6.4. With the exception of automobile liability insurance, all insurance policies noted above will specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Bruce Power.

6.5. Other than the limit set out in section 6.1(b), all limits in this section 6 are expressed in Canadian dollars.

6.6. A waiver of subrogation will be provided by the insurers to Bruce Power and the Crew.

6.7. All insurance policies which the Crew is required to carry will name Bruce Power as an additional insured and will contain a cross liability clause and a severability of interests clause.

6.8. The Crew will provide Bruce Power with certified copies of insurance policies upon request.

6.9. Coverage provided for Bruce Power will not be invalidated or vitiated by actions or inactions of others.

7. Confidentiality

Each party shall maintain the terms of this rental agreement in confidence and shall protect the confidential information of the other in strict confidence to at least the same extent that it maintains and protects the confidentiality of its own confidential information.

8. Personal Information

- 8.1. Each party shall treat all personal information of the other party's employees, agents, directors, officers, and contractors and all other personal information collected by or on behalf of the other party and disclosed to it, with respect to the rental agreement, in accordance with all applicable laws including all applicable Canadian and Ontario privacy laws. Each party shall comply with all reasonable instructions given by the other party from time to time in relation to such personal information. Such personal information of Bruce Power shall not be transferred outside of Ontario without Bruce Power's prior written consent.
- 8.2. The Crew agrees that personal information of the Crew's employees present at the Site or the FTF such as photographs and videotape recordings and other recordings of the images of such personnel by Bruce Power may be used, stored and disclosed by Bruce Power for reasonable business and/or security purposes including displaying such images in Bruce Power safety videos and other internal and external publications and shall obtain all consents from such individuals necessary to permit same prior to permitting them to access the Site or the FTF.

9. Termination for Convenience

Notwithstanding any other provision in this rental agreement, Bruce Power may terminate the rental agreement at any time for convenience, with such termination effective upon Crew's receipt of the termination notice or as otherwise specified in the notice of termination.

10. Indemnity and Waiver of Liability

- 10.1. The Crew understands and accepts the following:
 - (a) performance of or participation in the Activities may involve physically demanding activities, which may include the use of heavy equipment and tools;
 - (b) there are risks to health and safety inherent in the Activities, including the risk of personal injury, injury to personal property, equipment malfunction, or negligent or otherwise improper instruction and supervision by Bruce Power L.P. during the performance of or participation in the Activities or occupancy and use of the FTF; and
 - (c) Bruce Power L.P. makes no representation or warranty as to the condition and fitness for purpose of the FTF.
- 10.2. The Crew releases and forever discharges Bruce Power L.P., its general and limited partners and each of their respective (i) officers; (ii) directors; (iii) partners; and (iv) shareholders. ("**Bruce Power Group**") of and from all liabilities, actions, causes of action and claims of every nature and kind whatsoever arising out of any loss, damage, harm or injury or damage to person or property during the performance of or participation in the Activities or

occupancy and use of the FTF, including where such loss, damage, harm or injury arises as a result of the error, negligence or other fault of the Bruce Power Group.

11. General

11.1. Entire Agreement and Enurement

This rental agreement constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior written or oral agreements, representations and other communications between the parties, and shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns. Any terms or conditions quoted or offered by the Crew are void and of no effect whatsoever.

11.2. Amendment and Waiver

This rental agreement may not be modified unless agreed to in writing by both parties. Any consent by a party to, or waiver of a breach by the other, whether express or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused.

11.3. Governing Law

This rental agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein (without regard to any principles of conflicts of laws) and shall be treated in all respects as an Ontario contract.

11.4. Severability

If any part of this rental agreement is held to be unenforceable or invalid, it will be severed from the rest of this rental agreement, which shall continue in full force and effect.

11.5. Notices

All notices pertaining to this rental agreement shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. If given by facsimile or other means of electronic transmission, notice shall be deemed to have been received on the business day following the sending, or if delivered by hand or courier, at the time it is delivered to the applicable address. Either party may, by written notice to the other, change its respective representative or the address to which notices are to be sent. Any notice shall be addressed to the other party as follows:

If to Bruce Power:

Bruce Power L.P.
Bldg. B10, P.O. Box 1540
177 Tie Road
Municipality of Kincardine
R.R. #2
Tiverton, Ontario
N0G 2T0

Attention: General Counsel
Facsimile: (519) 361-4333

If to the Crew:

None.

11.6. Survival

All terms and conditions of the rental agreement which, by their nature, extend beyond termination or expiry of the rental agreement shall survive such termination or expiry in accordance with their terms.

11.7. Dispute Resolution

All disputes shall be resolved by binding arbitration in accordance with the *Arbitration Act 1991* (Ontario).

11.8. Rights and Remedies

The rights, powers and remedies of the parties in the rental agreement are cumulative and in addition to and not in substitute for any right, power or remedy that may be available under law, equity, statute, common law or otherwise.

11.9. Nuclear Liability

Bruce Power's general partner, Bruce Power Inc., is an operator under the *Nuclear Liability and Compensation Act* (Canada) and, as such, has absolute and exclusive liability for any damage resulting from a nuclear incident at the Bruce Power Nuclear Generating Station, all in accordance with, and subject to any exceptions set forth in, the *Nuclear Liability and Compensation Act* (Canada) or any successor nuclear liability legislation.

11.10. Execution by Fax and Email

This rental agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

[Remainder of page intentionally left blank]

Each party has, by its duly authorized representative, executed this rental agreement on the date first noted above.

Municipality of Arran-Elderslie

BRUCE POWER L.P., by its General Partner,
Bruce Power Inc.

Per: _____

Per: _____

Name: Bill Jones

Name: _____

Title: CAO/Clerk

Title: _____

Per: _____

Name: _____

Title: _____

THE CORPORATION OF THE
MUNICIPALITY OF ARRAN-ELDERSLIE

BY-LAW NO. 51-2020

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF
A DEVELOPMENT AGREEMENT WITH
EDUARD AND JENNIFER SLUYS**

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

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an agreement with Eduard and Jennifer Sluys to address a condition of Consent (B2020-042) to enter into a Development Agreement for the completion of an Archaeological Assessment in areas of high archaeological potential as shown on Schedule 'A' prior to development; and

WHEREAS the Municipality will consider applications for the development of the subject lands as aforesaid provided that the Owners first obtain an Archaeological Assessment of the proposed development site.

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

1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Agreement, in the form annexed hereto as Schedule "A" (the Agreement), with the Eduard and Jennifer Sluys.
2. THAT Schedule "A", the Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones
Clerk

Development Agreement

Between

Eduard Sluys and Jennifer Sluys
hereinafter referred to as the "**Owners**" of the first part

And

The Municipality of the Municipality of Arran-Elderslie,
hereinafter referred to as the "**Municipality**" of the second part

Whereas pursuant to the Planning Act, RSO 1990, c P.13, Section 51 (24) requires approval authorities to have regard for matters of provincial interest in considering division of land;

And whereas provincial interests outline the need to conserve archaeological sites

And whereas Archaeological Assessments are a therefore a prerequisite for development sites that meet the provincial criteria for determining areas of archeological potential;

And whereas the Planning Act, RSO 1990, c P. 13 Sections 53 (12) and 51 (26) establish that agreements may be entered into to address matters under Section 51 (24) of the Planning Act and may be registered on title and are enforceable upon the owner and any and all subsequent owners of the land ;

And whereas the Owners represent and warrant that they have obtained a Consent (B2020-042) and a condition of the Consent is to enter into a Development Agreement for the completion of an Archaeological Assessment in areas of high archaeological potential as shown on Schedule 'A' prior to development.

And whereas the Municipality will consider applications for the development of the subject lands as aforesaid provided that the Owners first obtains an Archaeological Assessment of the proposed development site.

Now therefore this agreement witnesseth that the parties hereto agree as follows:

1. The Owners acknowledge that prior to development, including the filing of any building permit application, at minimum a Stage 1 Archaeological Assessment will be completed and filed with the Municipality.
2. The Owners and Municipality acknowledge and agree that if the Stage 1 Archaeological Assessment is clear, the Municipality will consider applications for

development.

3. The Owners and Municipality acknowledge and agree that if the Stage 1 Archaeological Assessment warrants a Stage 2 Archaeological Assessment to be completed, the Owners will complete and file with the Municipality a Stage 2 Archaeological Assessment.
4. The Owners and Municipality acknowledge and agree that if the Stage 2 Archaeological Assessment is clear, the Municipality will consider applications for development.
5. The Owners covenant and agree that any costs associated with obtaining the Archaeological Assessment(s) will be solely borne by the Owners.
6. The Owners covenant and agree that any supplemental assessments or Indigenous consultations will be undertaken at the sole expense of the Owners, should any supplemental assessment or Indigenous consultation be required at the discretion of the Municipality.
7. The Owners acknowledge and agree that this agreement will be registered on the title of the Lands.
8. The Owners acknowledge that the execution of this agreement shall in no way guarantee a building permit from the Municipality and acknowledge that an application for a permit must comply with the Building Code Act, the Building Code and all other applicable laws.
9. This agreement shall enure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties hereto.
10. The Owners covenant and agree to inform all potential purchasers or other persons acquiring the land of the existence of this agreement and agrees to use the Owners best efforts to obtain from such persons an acknowledgment in writing that they are aware of and bound by the terms of this agreement.

In witness whereof the parties hereto have hereunto affixed their signatures and the Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

The Municipality of the
Municipality of Arran-Elderslie

(Seal)

Mayor – Steve Hammell

Clerk – Bill Jones



Owners



Owners

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

BY-LAW NO. 52-2020

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD AUGUST 10, 2020**

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 August 10, 2020 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 meeting held August 10, 2020 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 CAO/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 CAO/Clerk is authorized and directed to affix the Seal of the Corporation to all such documents.

READ a FIRST and SECOND time this 10th day of August, 2020.

READ a THIRD time and finally passed this 10th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, CAO/Clerk