



## **AGENDA**

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Municipal Administration Office - 1925 Bruce County Road 10, Chesley

1. Call to Order
2. Adoption of Agenda
3. Disclosures of Pecuniary Interest and General Nature Thereof
4. Adoption of Minutes of Previous Meeting(s)
  - 4.1 – March 22, 2021 Regular Council Meeting pages 4-15
  - 4.2 – March 26, 2021 Special Council Meeting pages 16-18
  - 4.3 – Excerpt from February 22, 2021 Closed Session Minutes page 19
5. Business Arising from the Minutes
  - 5.1 – Notice of Motion – Councillor Kanmacher page 20
6. Public Meeting(s)

None
7. Delegation(s)
  - 7.1 Ontario Provincial Police – Krista Miller pages 21-37
  - 7.2 County of Bruce – David Smith – Emergency Social Services MOU pages 38-96
  - 7.3 County of Bruce –2020 Bruce County Planning & Development Annual Update pages 97-133
8. Correspondence
  - 8.1 Requiring Action
    - 8.1.1 – Day of Mourning – April 28<sup>th</sup> pages 134-136
    - 8.1.2 – Town of Kingsville - Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)pages 137-184
    - 8.1.3 – City of Kitchener – Planning Act Timelines pages 185-186
    - 8.1.4 – Town of Caledon – Support for 988 pages 187-188
  - 8.2 For Information
    - 8.2.1 – Heritage Matters pages 189-195
    - 8.2.2 – Ministry of Health - Preparing for a Potential Re-Opening of Ontario Overnights Camps page 196
    - 8.2.3 – Bruce Area Solid Waste Recycling Minutes January 21, 2021 pages 197-198
    - 8.2.4 – OPG's Biodiversity Work in Bruce County wins Gold Certification

pages 199-201

8.2.5 – MPP Bill Walker - Ontario's Action Plan: Protecting People's Health and Our Economy pages 202-206

8.2.6 – SMART Approved Meeting Minutes – January 22, 2021 pages 207-211

8.2.7 - MPAC - changes to Ontario Regulation 244/97 under the *Aggregate Resources Act (ARA)* pages 212-213

8.2.8 – Backyard Chickens – James Miller pages 214

8.2.9 – Bruce and Grey Counties Move to Action on Safety and Well-Being pages 215-216

8.2.10 - MPP Walker announces \$60,000 Inclusive Community Grant for Grey County pages 217-218

9. Staff Reports

9.1 CAO/Clerks Department

9.1.1 - SRCLK.21.04 - Request to Acquire Municipal Lands – Village of Tara 87 Bruce Road 17 pages 219-221

9.1.2 – SRDPCLK.21.02 – eSCRIBE Update and Module Additions pages 222-225

9.2 Treasurer

9.2.1 – SRFIN.21.15 - Financial Report December 31, 2020 pages 226-256

9.2.2 – SRFIN.21.16 – 2021 Tax Rate By-law pages 257-264

9.3 Works Manager

9.3.1 – SRW.21.13 - Award Tender Road Construction Projects on 6<sup>th</sup> Street SE and 4<sup>th</sup> Avenue SW Chesley pages 265-275

9.4 Building Department

9.4.1 – SRCBO.21.03 – March 2021 Building Permit Information pages 276-277

9.5 Recreation Department

9.5.1 – SRREC.21.08 - Possibility of developing park land west of Tara Arena location pages 278-282

9.6 Fire Departments

9.7 Community Development Co-ordinator

9.8 Planning Department

10. Reports of Members

11. Health and Safety

12. Other Business

13. Notice of Motion

14. By-laws

14.1 By-Law 23-2021 - authorize the execution of a Memorandum of Understanding-between the County of Bruce and the Municipality of Arran-Elderslie pages 283

14.2 – By-law 24-2021 - authorize the Execution of Fire Safety Grant Transfer Payment Agreement with the Province of Ontario pages 284-299

14.3 - By-law 25-2021 – 2021 Tax Rate By-law pages 300-303

15. Closed Session (if Required)

- i. Personal matters about an identifiable individual, including employees
- ii. Educational and Training session (Council Training)

16. Reconvene into Open Session

17. Adoption of Closed Session Minutes

18. Adoption of Recommendations Arising from Closed Session

19. Confirming By-law 26-2021

20. Adjournment

List of Upcoming Council meetings

| TIME OF MEETING | DATE           |
|-----------------|----------------|
| 9:00 AM         | April 26, 2021 |
| 9:00 AM         | May 10, 2021   |



Municipality of Arran-Elderslie  
Council Meeting - C#10-2021  
March 22, 2021 at 9:00 a.m.  
Council Chambers

## Minutes

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### **Members Present in Council Chambers:**

Mayor Steve Hammell (arrived at 9:10 a.m.)

### **Members Present Electronically:**

Deputy Mayor Mark Davis

Councillor Doug Bell

Councillor Brian Dudgeon

Councillor Ryan Greig

Councillor Melissa Kanmacher

Councillor Ryan Nickason

### **Staff Present in Council Chambers:**

B. Jones, CAO

C. Fraser-McDonald, Clerk (recording secretary)

T. Neifer, Treasurer

S. McLeod, Works Manager

J. Reid, Deputy Clerk

### **Staff Present Electronically:**

C. Steinhoff, Recreation Manager

P. Johnston, Chief Building Official

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

Deputy Mayor Davis called the meeting to order at 9:00 a.m. A quorum was present.

### **2. 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 March 22, 2021 be received and adopted, as distributed by the Clerk.

**Carried Resolution #10-120-2021**

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

None declared at this time.

**4. Adoption of Minutes of Previous Meeting(s)**

4.1 Regular Council Meeting C8-2021 held on March 8, 2021

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 C8-2021 held March 8, 2021.

**Carried Resolution #10-121-2021**

4.2 Special Council Meeting C9-2021 held on February 26, 2021

Council passed the following resolution:

Moved by: Deputy Mayor Davis  
Seconded by: Councillor Kanmacher

Be It Resolved that the Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Council Session C9-2021 held March 12, 2021.

**Carried Resolution #10-122-2021**

**5. Business Arising from the Minutes**

None.

**6. Public Meeting(s)**

None.

**7. Delegation(s)**

7.1 GSS Engineering – Roads and Sidewalks Management Study

Rakesh Sharma and Jason Mervyn discussed the study with Council.

He noted that roads were appraised using various factors including a condition rating and road appraisals.

He stated that the Municipality should prioritize road improvement based on high traffic count and lower PCI rating. The Municipality should also budget every year for “crack sealing” to prolong the life of the road. It is also suggested that Council consider a marginal maintenance budget increase to address gravel roads by in-house staff.

The total capital cost to maintain and/or reconstruct roads is \$13,087,000 for 57.4 kilometres of gravel roads and 104.6 kilometres of paved road.

A sidewalk study was also completed. The guiding principle is Accessibility for Ontarians with Disability Act compliance.

He suggested sidewalk improvement as follows:

- Main Streets (Paisley, Chesley, Tara) – provide Ramps with Tactile Plates
- Provide caution signs, where sidewalk is “non-continuous”
- Focus on sidewalk continuity in Paisley
- Ramps with Tactile Plates on other Streets
- Gradually replace 1.2 m wide with 1.5 m wide sidewalks
- Develop Engineering Standard for Arran-Elderslie Sidewalks

The estimated cost for sidewalk improvements over the next five years, would be a total of \$2,418,950.

Council thanked Mr. Sharma and Mr. Mervyn for their presentation.

Mayor Hammell assumed the role of Chair for the remainder of the meeting.

## **8. Correspondence**

### **8.1 Requiring Action**

#### 8.1.1 – Township of Glengarry – Provincial Vaccine Rollout

Subsequent to further discussion, Council defeated the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be it Resolved that the Council of the Municipality of Arran-Elderslie supports the resolution passed by the Township of Glengarry regarding the Provincial Vaccine Rollout and urges Premier Doug Ford and the Province of Ontario to procure approved COVID-19 vaccines to be distributed to the residents of the Province of Ontario, increase the Province's vaccination rate to keep pace with the doses that have been received and accelerate the launch of its COVID-19 vaccine booking system.

Furthermore, this resolution be forwarded to Premier Doug Ford, MPP Bill Walker, Hon. Christine Elliott, Minister of Health, Hon. Peter Bethlenfalvy, Minister of Finance, and all Ontario municipalities.

**Defeated Resolution #10-123-2021**

## **8.2 For Information**

8.2.1 – Grey Sauble Conservation Authority Board Meeting Highlights – February 24, 2021

8.2.2 - News Release - MPPs Walker and Thompson announce \$3,325,305 in Social Services Relief funding for Grey, Bruce and Huron Counties

8.2.3 - News Release - MPP Walker pleased with plan to expand access to reliable broadband

8.2.4 - News Release - MPP Walker announces \$2,187,549 in funding for local municipalities

8.2.5 - Situation Report #359: COVID-19 March 11, 2021

8.2.6 – Grey Bruce Health Unit - Letter to the Editor Reflecting on the One Year Anniversary of COVID-19 in Grey Bruce March 11 2021

8.2.7 - News Release: MPP Walker & Minister of Long-Term Care Fullerton announce \$3.25 million expansion of Paramedicine program in Grey County

8.2.8 - News Release: MPP Walker announces funding available to support local fire services

8.2.9 – Huron-Kinloss invited to participate in Golf Cart Pilot

8.2.10 - News Release: MPP Walker announces \$417,920.10 in funding to assist Bruce-Grey-Owen Sound retirement homes

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 #10-124-2021**

## **9. Staff Reports**

### **9.1 CAO/Clerks Department**

9.1.1 – SRCAO.21.06 – Update – Hydro Relocation Mill Drive

Bill Jones, CAO, responded to questions from Members of Council.

He noted that Council waived their privilege regarding this report in closed session, and it is now be considered in open session on the authority of Council at this meeting. No agreement has been made to date.

Council directed that the closed minutes regarding this discussion will be brought back to the next meeting.

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be it Resolved that the Council receive Report SRCAO.21.06 –Hydro Relocation – Mill Drive, for information purposes.

**Carried Resolution #10-125-2021**

## **9.2 Treasurer**

9.2.1 – SRFIN.21.09 - Council Remuneration and Expenses, 2020

Treasurer, Tracey Neifer, 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 SRFIN.21.09 be received for information purposes – Council Remuneration and Expenses, 2020.

**Carried Resolution #10-126-2021**

9.2.2 – SRFIN.21.10 – 2021 Insurance Coverage – Marsh Canada Limited

Treasurer, Tracey Neifer, responded to questions from Members of Council.

Council directed staff to prepare a Request for Tender for Municipal Insurance for later in 2021.

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be It Resolved,

- 1) That SRFIN.21.10 be received – 2021 Insurance Coverage – Marsh Canada Limited; and
- 2) That Council approve the renewal of the 2021 insurance coverage with Marsh Canada Limited.

**Carried Resolution #10-127-2021**

9.2.3 – SRFIN.21.11 - Safe Restart Funds for Covid-19 Financial Assistance

Treasurer, Tracey Neifer, 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.21.11 be received for information – Safe Restart Funds for Covid-19 Financial Assistance; and
- 2) That \$63,204 be transferred to Reserve to offset operational impacts in 2021.

**Carried Resolution #10-128-2021**

9.2.4 – SRFIN.21.12 - 2020 Capital Update – December

Treasurer, Tracey Neifer, 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.21.12 be received for information – 2020 Capital Update – December; and
- 2) That the 2020 approved capital projects, Paisley and Tara Dehumidification Systems be approved as 2021 capital projects financed by Reserve 01-0000-2181 (Recreation – Arenas/Community Centres); and
- 3) That the transfers from reserves for 2020 be approved as per the recommendations of the report.

**Carried Resolution #10-129-2021**

### **9.3 Works Manager**

9.3.1 – SRW.21.09 - Award Tender – Maintenance Gravel

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 Council accept the tender of Walker Industries (HSC) to supply and apply crushed gravel in the amount of \$12.75 per tonne for Granular A and \$16.00 per tonne, plus HST, for 7/8 Crushed Quarry stone to various roads.

**Carried Resolution #10-130-2021**

9.3.2 – SRW.21.10 - Tara Lagoon Rental Bids

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 Council accept the rental bid of \$2,550.00 annually for the property at Concession 7, Part Lot 28, in the geographic Township of Arran (Tara Lagoons), from Sharedon Farms Ltd.

**Carried Resolution #10-131-2021**

9.3.3 – SRW.21.11 - Award Tender for the Building of a New Water Department Shop

Mark O'Leary, Water Foreman, 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 Council:

- 1) Receive Report SRW.21.11 - Award Tender for the Building of a New Water Department Shop; and
- 2) Further that the Tender to Construct a New Water Department Shop be awarded to Domm Construction in the amount of \$257,300.00 excluding HST and that the funds required to complete the work above the 2021 allocated budget be taken from water/wastewater reserves.

**Carried Resolution #10-132-2021**

9.3.4 – SRW.21.12 - Award Request for Proposal 4WD Tractor Backhoe

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 Council hereby:

- 1) Receive Report SRW.21.12 dated Monday March 22, 2021 from the Manager of Public Works regarding the Award Request for Proposal of a 4WD Tractor Backhoe with Front End Loader; and
- 2) That Council hereby award the quotation for the supply and delivery of one (1) 4WD Tractor Backhoe with Front End Loader based on the RFP-02-2021-03 meeting the specifications to Toromont CAT in the amount of \$143,677.00 plus applicable taxes; and
- 3) That Council authorize the trade in of the 1997 Case 580K Tractor Backhoe in the amount of \$22,000.00; and
- 4) That Council authorize any excess funds from the purchase and equipment trade-in be deposited in the Equipment Reserve account 01-0000-2123.

**Carried Resolution #10-133-2021**

#### **9.4 Building Department**

None.

#### **9.5 Recreation Department**

9.5.1 – SRREC. 21.07 - Arena Ice Removal Timeline

Carly Steinhoff, Recreation Manager, responded to questions from Members of Council. She is working on a Return-to-Play for ball, soccer and day camps.

Subsequent to further discussion, Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be it Resolved

- 1) That Council receive Report SRREC 21.07 Arena Ice Removal Timeline; and
- 2) That Council authorized ice rentals up to March 31, 2021 for Tara and Paisley arenas and that ice rentals be extended up to Sunday April 18, 2021 at the Chesley Arena.

**Carried Resolution #10-134-2021**

#### **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 thanked Mr. Jones for his work at the Municipality as this is his last meeting with Arran-Elderslie and will be attending the Paisley Fire Board meeting.

### Bell:

Councillor Bell received calls and they will be directed to staff. He has a SMART meeting and will be attending the Special Council meeting on March 26<sup>th</sup>, regarding the recruitment of the new Chief Administrative Officer.

### Dudgeon:

Councillor Dudgeon has received some complaints, but he has directed these to the appropriate staff.

### Greig:

Councillor Greig will be attending the Grey Sauble Conservation Authority meeting and Tara Fire Board.

### Kanmacher:

Councillor Kanmacher has received questions regarding the house fire in Paisley, the proposed dog park.

Councillor Kanmacher requested a Point of Privilege at this time regarding previous comments regarding remuneration.

### Nickason:

Councillor Nickason attended a BASWR meeting and noted the inaccuracies of the County's Waste Management Report.

### Hammell:

Mayor Hammell attended an Emergency Management Control Meeting, the Waste Management Report was on the County Agenda and feels it is disappointing that there were a lot of inaccuracies with BASRW. He will be attending the Grey Bruce Federation of Agriculture Politicians Day, Tara Fire and CAO interviews on March 26<sup>th</sup>. He thanked Mr. Jones for his work with the Municipality.

## **11. Health and Safety**

None.

## **12. Other Business**

None.

**13. Notice of Motion**

None.

**14. By-law(s)**

14.1 By-law 19-2021 – Open-Air Burning By-law

Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 19-2021 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 19-2021 being a By-law to adopt an Open-Air Burning By-law for the Municipality of Arran-Elderslie.

**Carried Resolution #10-135-2021**

14.2 By-law 20-2021 - Establish a Capital Charge for the Burgoyne Drinking Water System

Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 20-2021 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 20-2021 being a By-law to establish a Capital Charge for the Burgoyne Drinking Water System.

**Carried Resolution #10-136-2021**

**15. Closed Session**

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 go into closed session at 11:49 a.m. to discuss an item(s) which relates to:

i. Personal matters about an identifiable individual, including employees.

Staff authorized to Remain:

CAO Bill Jones, Deputy Clerk Julie Reid

**Carried Resolution #10-137-2021**

## **16. Reconvene into 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 11:59 a.m.

**Carried Resolution #10-138-2021**

## **17. Adoption of Closed Session Minutes**

### 17.1 – Closed Minutes of March 8, 2021

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 Sessions from March 8, 2021.

**Carried Resolution #10-139-2021**

### 17.2 – Special Closed Minutes of March 12, 2021

Council passed the following resolution:

Moved by: Deputy Mayor Davis  
Seconded by: Councillor Kanmacher

Be It Resolved that Council of the Municipality of Arran-Elderslie adopt the minutes of the Special Closed Sessions from March 12, 2021.

**Carried Resolution #10-140-2021**

## 18. Adoption of Recommendations Arising from Closed Session

Council passed the following resolution:

Moved by: Deputy Mayor Davis  
Seconded by: Councillor Kanmacher

Be It Resolved that Council appoint Christine Fraser-McDonald as "Acting CAO" (Chief Administrative Officer) for the Municipality of Arran-Elderslie effective March 29, 2021 until such time that Arra-Elderslie appoints a CAO on a permanent basis.

**Carried Resolution #10-141-2021**

## 19. Confirming By-law

By-law 21-2021 – Confirming By-law

Council passed the following resolution:

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be It Resolved that By-law No. 21-2021 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 21-2021 being a By-law to confirm the proceedings of the Regular Council meeting of the Municipality of Arran-Elderslie held March 22, 2021.

**Carried Resolution #10-142-2021**

## 20. Adjournment

Moved by: Councillor Greig  
Seconded by: Councillor Nickason

Be It Resolved that the meeting be adjourned to the call of the Mayor at 12:05 p.m.

**Carried Resolution #10-143-2021**

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk



Municipality of Arran-Elderslie  
Special Council Meeting - C#11-2021  
March 26, 2021 at 12:30 p.m.  
Chesley Fire Hall

## Minutes

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### Members Present

Mayor Steve Hammell  
Deputy Mayor Mark Davis  
Councillor Brian Dudgeon  
Councillor Melissa Kanmacher  
Councillor Ryan Greig  
Councillor Ryan Nickason  
Councillor Doug Bell

### Guests Present:

Ben Cornell, Ward and Uptigrove

#### 1. Call to Order

Mayor Hammell called the meeting to order at 12:30 p.m. A quorum was present.

He noted that the Clerk, Christine Fraser-McDonald, delegated her duties under Section 228(1) of the Municipal Act to Ben Cornell of Ward and Uptigrove, for the purposes of taking minutes as required at the Special Council Meeting.

#### 2. Adoption of Agenda

Council passed the following resolution:

Moved by: Councillor Bell  
Seconded by: Councillor Dudgeon

Be It Resolved that the agenda for the Special Council Meeting of March 26, 2021 be received and adopted, as distributed by the Clerk.

**Carried Resolution 11-144-2021**

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

None declared at this time.

#### 4. Closed Session

Council passed the following resolution:



Moved by: Councillor Dudgeon  
Seconded by: Councillor Bell

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. Personal matters about an identifiable individual, including municipal or local board employees.

**Carried Resolution 11-145-2021**

#### **5. Reconvene into Open Session**

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

Council passed the following resolution:

Moved by: Councillor Bell  
Seconded by: Councillor Dudgeon

Be It Resolved that Council of the Municipality of Arran-Elderslie does now return to the Open Session at 5:45 p.m.

**Carried Resolution 11-146-2021**

#### **6. Adoption of Recommendations Arising from Closed Session**

Direction was given to staff in Closed Session.

#### **7. Confirming By-law**

By-law 22-2021 – Confirming By-law

Council passed the following resolution:

Moved by: Councillor Dudgeon  
Seconded by: Councillor Bell

Be It Resolved that By-law No. 22-2021 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 22-2021 being a By-law to confirm the proceedings of the Special Council meeting of the Municipality of Arran-Elderslie held March 26, 2021.

**Carried Resolution #11-147-2021**

## 8. Adjournment

Moved by: Councillor Bell  
Seconded by: Councillor Dudgeon

Be It Resolved that the meeting be adjourned to the call of the Mayor at 5:47 p.m.

**Carried Resolution #11-148-2021**

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

## Excerpts from February 22, 2021 Closed Session Minutes

### i. SRCAO.21.02 - Paisley Inn Hydro

Last fall the CAO discussed the possibility of resolving the Hydro relocation issue that is holding up the demolition of the Paisley Inn. The Municipality has an old section of steel watermain on Mill Drive that requires replacement in the near future. Secondly, the Municipality and downtown Paisley needs additional parking. To accommodate the watermain replacement the existing hydro poles that are too close the watermain would have to be relocated and/or buried. The developer of the Paisley Inn site has always stated that they have no issue paying for the hydro costs related to their site and future plans but did not believe that they should be responsible to upgrade hydro lines for the benefit of Paisley.

To resolve this issue the CAO confirmed that the cost to relocate the hydro line (bury) is \$83,500 +/-.

If the Municipality pays for the hydro relocation cost of the project for future watermain and street scaping (parking), the demolition of the Inn can proceed. The current proposed fall 2021 Demolition commitment is hinging on all hydro relocations work being completed by August 31, 2021.

The Chief Building Official continues to monitor the Paisley Inn and has the authority to expedite the buildings demolition when/if required to do so. The CBO is available for additional comment.

If Council agrees to the proposal, a recommendation can be presented in open session stating "Council authorizes payment of utility relocation costs on Mill Drive for future watermain replacement and on-street parking improvements.

Funds can be allocated with 50% from water reserves and 50% from general operating reserves.

Funds taken from general reserves could be replenished by future sale of surplus lands if council wished to do so.

Council directed staff to inform the developer that Council would be willing to pay up to \$50,000, which will be taken from water and sewer accounts, for the Municipal watermain replacement portion of the StreetSide hydro relocation works.



RESOLUTION NO. - \_\_\_\_\_ - 2021

DATE:

AGENDA ITEM NO. \_\_\_\_\_

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**MOVED BY** \_\_\_\_\_ **SECONDED BY** \_\_\_\_\_

Whereas the need for more housing has been clearly identified as a priority in this region;

Whereas housing prices and property values are continuing to rise in the Municipality, making it difficult for people to find attainable housing;

Whereas attainable housing is critical to attract people to come to work in the area. Whereas, addressing the growing demand for residential development is listed as a goal in our recent adopted Economic Development Strategic Plan;

Therefore, the Council of the Municipality of Arran-Elderslie approves the formation of an Attainable Housing Task Force and further the Task Force will bring community stakeholders together to explore partnerships and all tools and incentives the municipality can offer to enable developers, non-profit organizations, and community agencies to build more housing in general, and in particular, more attainable housing.

And further that this motion be forwarded to all Bruce County municipalities, Bruce County Planning Department, and the Ministry of Municipal Affairs and Housing.

CARRIED

DEFEATED

TABLED

\_\_\_\_\_  
MAYOR INITIAL

\_\_\_\_\_  
CLERK INITIAL

# South Bruce OPP 2020 Year End Report – Arran-Elderslie



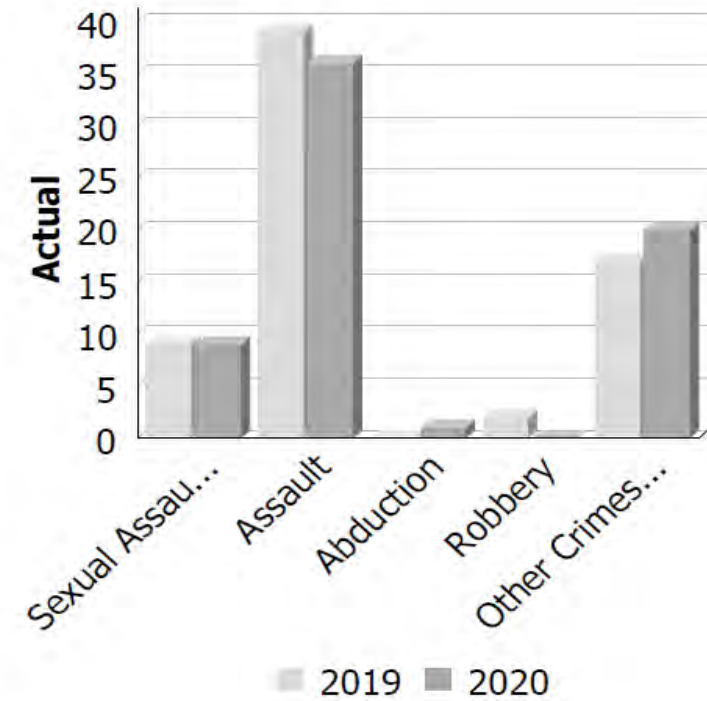
# Agenda

- Crime Statistics Review
- Traffic Statistics Review
- Calls for Service
- Detachment Updates

# Violent Crime Statistics

## Violent Crime

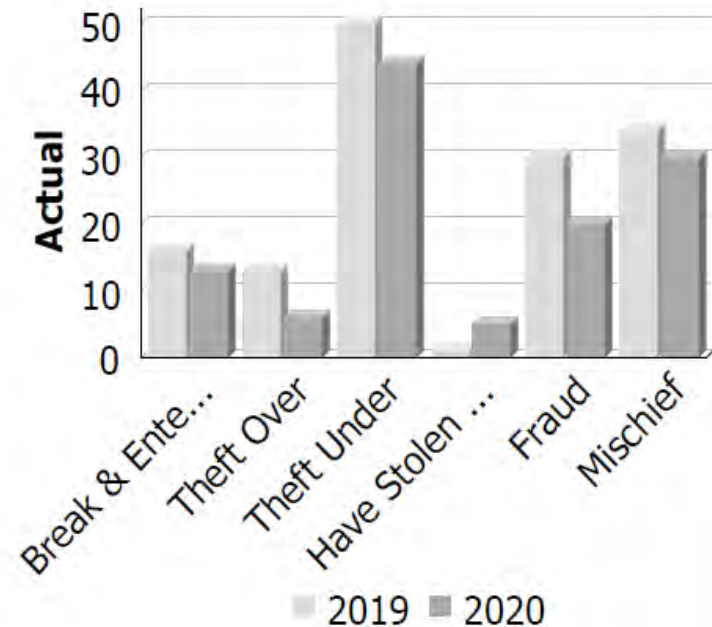
| Actual                        | January to December |           |              | Year to Date - December |           |              |
|-------------------------------|---------------------|-----------|--------------|-------------------------|-----------|--------------|
|                               | 2019                | 2020      | % Change     | 2019                    | 2020      | % Change     |
| Murder                        | 0                   | 0         | --           | 0                       | 0         | --           |
| Other Offences Causing Death  | 0                   | 0         | --           | 0                       | 0         | --           |
| Attempted Murder              | 0                   | 0         | --           | 0                       | 0         | --           |
| Sexual Assault                | 9                   | 9         | 0.0%         | 9                       | 9         | 0.0%         |
| Assault                       | 39                  | 36        | -7.7%        | 39                      | 36        | -7.7%        |
| Abduction                     | 0                   | 1         | --           | 0                       | 1         | --           |
| Robbery                       | 2                   | 0         | -100.0%      | 2                       | 0         | -100.0%      |
| Other Crimes Against a Person | 17                  | 20        | 17.6%        | 17                      | 20        | 17.6%        |
| <b>Total</b>                  | <b>67</b>           | <b>66</b> | <b>-1.5%</b> | <b>67</b>               | <b>66</b> | <b>-1.5%</b> |



# Property Crime Statistics

## Property Crime

| Actual            | January to December |            |               | Year to Date - December |            |               |
|-------------------|---------------------|------------|---------------|-------------------------|------------|---------------|
|                   | 2019                | 2020       | % Change      | 2019                    | 2020       | % Change      |
| Arson             | 0                   | 0          | --            | 0                       | 0          | --            |
| Break & Enter     | 16                  | 13         | -18.8%        | 16                      | 13         | -18.8%        |
| Theft Over        | 13                  | 6          | -53.8%        | 13                      | 6          | -53.8%        |
| Theft Under       | 50                  | 44         | -12.0%        | 50                      | 44         | -12.0%        |
| Have Stolen Goods | 1                   | 5          | 400.0%        | 1                       | 5          | 400.0%        |
| Fraud             | 30                  | 20         | -33.3%        | 30                      | 20         | -33.3%        |
| Mischief          | 34                  | 30         | -11.8%        | 34                      | 30         | -11.8%        |
| <b>Total</b>      | <b>144</b>          | <b>118</b> | <b>-18.1%</b> | <b>144</b>              | <b>118</b> | <b>-18.1%</b> |

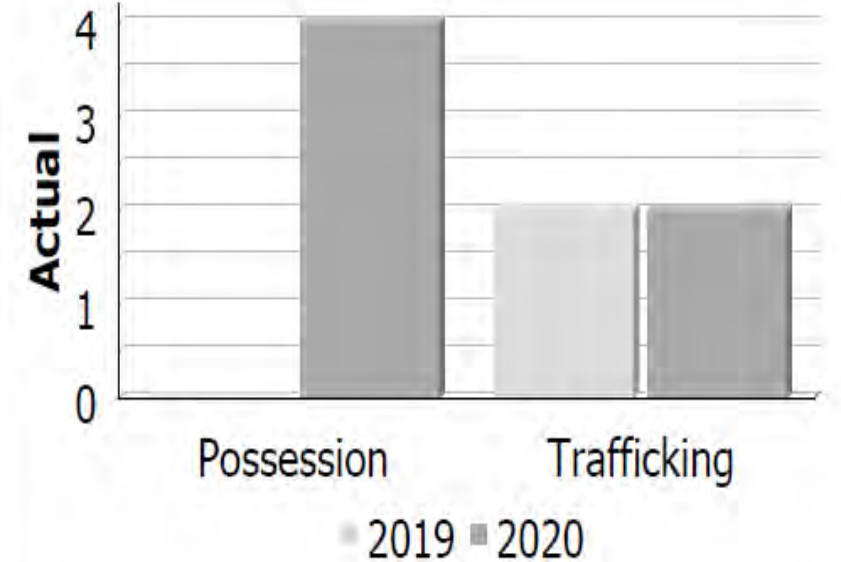




# Drug Crime Statistics

## Drug Crime

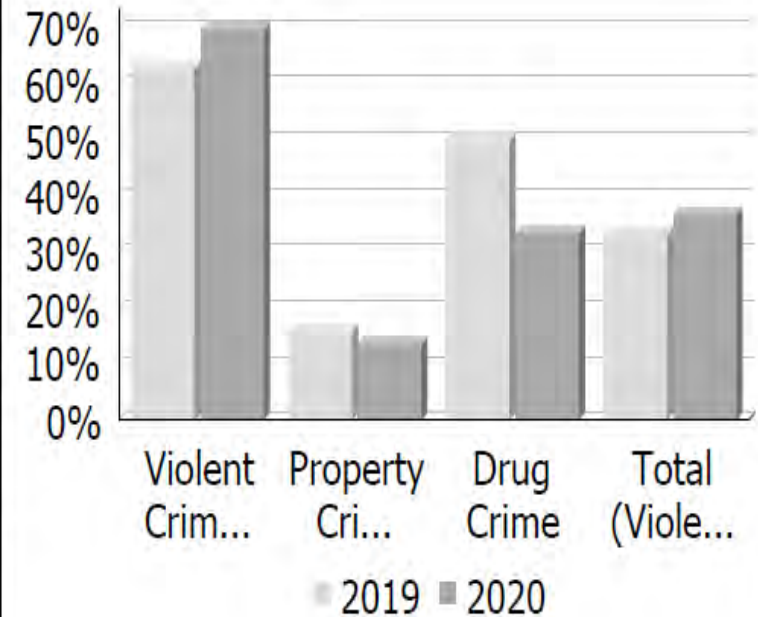
| Actual                     | January to December |          |               | Year to Date - December |          |               |
|----------------------------|---------------------|----------|---------------|-------------------------|----------|---------------|
|                            | 2019                | 2020     | % Change      | 2019                    | 2020     | % Change      |
| Possession                 | 0                   | 4        | --            | 0                       | 4        | --            |
| Trafficking                | 2                   | 2        | 0.0%          | 2                       | 2        | 0.0%          |
| Importation and Production | 0                   | 0        | --            | 0                       | 0        | --            |
| <b>Total</b>               | <b>2</b>            | <b>6</b> | <b>200.0%</b> | <b>2</b>                | <b>6</b> | <b>200.0%</b> |



# Clearance Rates

## Clearance Rate

| Clearance Rate                              | January to December |              |             | Year to Date - December |              |             |
|---|---------------------|--------------|-------------|-------------------------|--------------|-------------|
|   | 2019                | 2020         | Difference  | 2019                    | 2020         | Difference  |
| Violent Crime                               | 62.7%               | 69.7%        | 7.0%        | 62.7%                   | 69.7%        | 7.0%        |
| Property Crime                              | 16.0%               | 13.6%        | -2.4%       | 16.0%                   | 13.6%        | -2.4%       |
| Drug Crime                                  | 50.0%               | 33.3%        | -16.7%      | 50.0%                   | 33.3%        | -16.7%      |
| <b>Total (Violent, Property &amp; Drug)</b> | <b>33.2%</b>        | <b>36.7%</b> | <b>3.5%</b> | <b>33.2%</b>            | <b>36.7%</b> | <b>3.5%</b> |



# Traffic Statistics

| Motor Vehicle Collisions |      |      |          |
|--------------------------|------|------|----------|
|                          | 2019 | 2020 | % Change |
| Fatal                    | 0    | 5    | 500%     |
| Personal Injury          | 12   | 7    | -41%     |
| Property Damage          | 86   | 76   | -17%     |
| Total                    | 98   | 88   | -11%     |

# Traffic Statistics

- In June we partnered with the OPP Highway Safety Division and the Ministry of Transportation to conduct a Commercial Motor Vehicle blitz. They achieved the following results:
  - 8 Level One Inspections
  - 9 Level Two Inspections
  - 14 Provincial Offences laid
  - 5 Commercial Motor Vehicles taken out of service

# Calls for Service

- Total Calls for Service – 996 (1,168))
- Total hours – 4,775 (5,486)
- Traffic Stops (SB) – 3,091 (4,065)

# Top Ten Calls for Service

1. Suspicious Person – 95 (75)
2. Motor Vehicle Collisions – 88 (98)
3. Domestic Disturbance – 51 (57)
4. Mental Health – 46 (53)
5. Theft Under – 44 (50)
6. Family Dispute – 44 (57)
7. False Alarms – 44 (41)
8. Neighbour Dispute – 41 (34)
9. Animal Complaint – 40 (34)
10. Suspicious Vehicle – 38 (39)

# Detachment Updates

- Early in the New Year of 2020 we experienced the success of the Human Trafficking Community Awareness Sessions. Overall approximately 300 community members across South Bruce benefitted from these sessions and we continue to receive positive feedback and requests for further presentations.
- The second year of the Community Safety and Policing grant for Human Trafficking and Sexual Violence was focused on Youth. We continue to work with the Catholic District School Board and the Bluewater District School Board in the hopes of having a session included in their curriculum.

# Detachment Updates

- In March 2020, COVID 19 changed everyone's world and policing was no different. Our officers are fully equipped with Personal Protective Equipment and we have implemented procedures both in and outside of our workplaces to ensure the safety of our officers and the public.
- Our detachments are open to the public and we have resumed completing all Criminal Record Checks.
- We have worked closely with the Municipality of Arran Elderslie's ECG attending their meetings and keeping up to date.



# Detachment Updates

- Our officers have responded to 46 COVID 19 related calls for service since March in the Municipality of Arran Elderslie. These calls usually entail people looking for advice on the restrictions or reporting people for not abiding by the regulations.
- Our approach to the enforcement of the Emergency Management and Civil Protection Act was very measured and our officers conducted a lot of education on the restrictions. We found most people were compliant and we did not lay any charges under the Act.
- The court was shut down until September but has now resumed mostly in a virtual fashion.

# Detachment Updates

- The Transfer of Care Protocol was signed between all Grey-Bruce Municipal Police Services, the Grey-Bruce OPP and the three Hospital groups in Grey-Bruce. This Protocol ensures a consistent and smooth transition of Mental Health patients from police to hospital staff improving outcomes for individuals apprehended by police under the Mental Health Act.
- The Community Safety and Well Being plan (CSWBP) has been completed. We are excited to be involved in the creation and implementation of the strategies to address the top risk factors identified in Grey-Bruce. We are very hopeful that together we will be able to address those risks and mitigate the underlying social issues that contribute to Crime.

# Detachment Updates

- We are extremely excited to announce our partnership with the Canadian Mental Health Association (CMHA) to create the Mobile Mental Health and Addictions Response Team that started on November 2<sup>nd</sup>.
- The clinicians are provided an office in our Walkerton office and respond to Mental Health and Addictions related calls for service with our officers.
- Currently they are working with us three days a week, alternating days and evenings.

# Detachment Updates

- We have welcomed two new recruits and one experienced officer to South Bruce in 2020.
- Three new recruits are currently at the Police College and will arrive in South Bruce at the end of June.
- We said good-bye to long time South Bruce Officer, Paul RICHARDSON. Paul was promoted to Inspector and is now the Detachment Commander in Wellington County.
- We will be joined by S/Sgt Ryan OLMSTEAD at the beginning of February as our new Operations Manager.

# Thank you!

Inspector Krista Miller  
Detachment Commander  
South Bruce O.P.P.



## MUNICIPALITY OF ARRAN-ELDERSLIE

### STAFF REPORT

#### COUNCIL

April 12, 2021

SRDPCLK.21.01

SUBJECT: Emergency Social Services Memorandum of Understanding

### RECOMMENDATION:

#### Be It Resolved

- 1) That a by-law be prepared for Council consideration that authorizes the execution of the Memorandum of Understanding for Emergency Social Services, as presented, between the Municipality of Arran-Elderslie and the County of Bruce.

Prepared By:

Submitted by:

Reviewed by:

Original Signed by:

Original Signed by

Original Signed by

*David Smith*

*Julie Reid*

*Christine  
Fraser-McDonald*

Community Emergency  
Management Coordinator

Deputy Clerk

Acting CAO

### BACKGROUND:

Emergency Social Services (E.S.S.) plans for and coordinates the delivery of services to address immediate and short term needs of residents who have been impacted by an emergency. Generally, these short-term services, roughly 72 hours or so in duration, are not only required to preserve the wellbeing of residents but to also help them get back on their feet. E.S.S. services are most commonly provided in a reception or evacuation centre - a safe place where people can go to receive food, clothing, shelter, information about the emergency etc.

There is no statutory requirement for the Municipality to provide E.S.S. However, if E.S.S. are to be offered it is up to the Municipality to determine what services

would be offered; who would deliver the services; etc.

There is no statutory requirement for the Municipality to enter into a Memorandum of Agreement for E.S.S. with the County.

The municipalities in Bruce County have had an unwritten understanding with the County of Bruce that, in the event of a significant emergency, the County would provide E.S.S. services. The County was of the opinion that a formalized understanding of the who, what, where, when, and how the emergency social services system will operate was critical to ensuring timely and appropriate delivery of services.

## **COMMENTS:**

The significant difference between an Agreement (contract) and a M.o.U. is that an Agreement can be made enforceable in the court of law, but a M.o.U. cannot be made enforceable, but however parties are bind by estoppel. It is often used in cases where parties do not imply a legal commitment. It is a more formal alternative to a 'gentlemen's agreement'.

The M.o.U. outlines the responsibilities of the County, as the major arranger of services, and the Municipality.

The various E.S.S. services will be delivered by multiple organizations e.g. Canadian Red Cross Society (C.R.C.S.), St John Ambulance, County Human Services, the Municipality; all coordinated by a manager appointed by the County of Bruce.

While the E.S.S. are coordinated by the County, the manager appointed by the County answers to the Municipal Chief Administrative Officer and not to the County.

The need to activate the E.S.S. system, or parts of it, is determined by the Municipal Chief Administrative Officer and is based on the impact the emergency had on residents. The E.S.S. system would typically be activated only for Level 2 (over 25 persons impacted) and higher emergencies.

Costs incurred in the operation of E.S.S. are the responsibility of the Municipality. Costs are only incurred if the E.S.S. system is activated.

The County has entered into an agreement with the C.R.C.S. provide a major portion of the E.S.S. services. The agreement includes the requirement to reimburse C.R.C.S. for costs incurred during their response.

At this time there is no intention by the County to recoup costs associated with the deployment of County staff for E.S.S.

Municipal staff will be required to fill a number of roles within the E.S.S. structures as outlined in the M.o.U.

Municipal staff will be expected to participate in any training and/or exercises as arranged by the County.

Properly equipped reception/evacuation centre(s) are critical to the operation of E.S.S.

The County will continue to take the primary role in developing a standard operating plan for reception and evacuation centres. We will be engaging with Municipal staff to determine at what level they wish to participate in the development of a standard operating plan. Using a pre-approved standard operating plan will reduce/eliminate the amount of direct management or control required by the Municipality.

The M.o.U. recognizes that neither the County nor the C.R.C.C, a primary service supplier, can/will guarantee service delivery and a Force Majeure clause is included. C.R.C.S. works on a volunteer basis and the availability of volunteers varies over time and geography. Second, volunteers from any organization would not be expected to put their lives at risk due to environmental or other conditions in order to attend a reception or evacuation centre. Note: C.R.C.S. does recognize its commitment to the County and continues to recruit and train volunteers locally.

## **CONCLUSION:**

That Council direct staff to prepare a by-law authorizing the Mayor and Clerk to sign the Emergency Social Services Memorandum of Understanding with the County of Bruce.



# **Memorandum of Understanding**

## **Provision of Emergency Social Services**

between

The County of Bruce

and

Municipality of Arran-Elderslie

April 12, 2021

## Memorandum of Understanding (MOU)<sup>1</sup>

THIS Memorandum of Understanding dated April 12, 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRUCE  
(the "County")

and

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE  
(the "Municipality")

RECITALS:

- A. Every Municipality in Ontario is required by the Emergency Management and Civil Protection Act ("Act") to formulate a plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the Municipality and other persons will respond to the emergency.
- B. The provision of Emergency Social Services ("ESS") is necessary during an emergency in order to protect the health safety and welfare of Bruce County residents.
- C. The County and the Municipality each have an Emergency Plan in place.
- D. The County and the Municipality wish to coordinate their Emergency Plans to provide for the efficient delivery of ESS in an Emergency including the set up and operation of Reception and/or Evacuation Centre(s), provision of human services supports, and the collection and distribution of materials, equipment, and supplies.

<sup>1</sup> A memorandum of understanding (MoU) is a type of agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action.

E. The County has entered into an agreement with the Canadian Red Cross Society ("CRCS") dated September 2017 for the provision of services during a Major Incident on a fee for services basis (the "CRCS Agreement") attached as Annex A and wishes to offer the benefit of CRCS Services to the Municipality subject to reimbursement by the Municipality of the County's costs as invoiced by CRCS.

F. The parties wish to enter into this Memorandum of Understanding ("MOU") to confirm the performance of certain matters and to establish terms and responsibilities for the operation of Reception and/or Evacuation Centres and the delivery of ESS in an Emergency.

The parties agree:

## **1. DEFINITIONS**

1.1 In this Memorandum of Understanding the following definitions shall apply:

"Canadian Red Cross Society Services" (CRCS) include but are not limited to registration and inquiry services, reception and information services, emergency lodging services, emergency food services, emergency clothing services, and other services as set out in the Agreement between the County of Bruce and the Canadian Red Cross Society.

"County Sub-Contractor" means a third party providing services under this MOU as arranged or contracted by the County.

"Emergency" has the meaning defined in the Act.

"Emergency Operations Centre (EOC)" means a designated and appropriately equipped facility where the Municipal Emergency Control Group (MECG) assemble to manage the response to an emergency or disaster.

"Emergency Plan" has the meaning defined in the Act.

"Emergency Social Services" and "ESS" mean a planned emergency response designed to provide the basic services considered essential such as registration and inquiry, emergency feeding, emergency clothing, emergency lodging, personal services, and

Reception and/or Evacuation Centres services, for the immediate safety and well-being of persons affected by an emergency.

"Evacuees" are individuals who require ESS during an Emergency.

"Incident Management System/Incident Command System" (IMS/ICS) is a standardized approach to emergency management, recommended for managing all incidents. It guides how personnel, facilities, equipment, procedures, and communications may be coordinated during an incident.

"Major Incident" means an event caused by a natural phenomenon, a technological failure or an accident, whether or not resulting from human intervention, that causes serious harm to more than 25 people or substantial damage to more than 10 dwelling units and requires unusual action on the part of the affected community, or a Response to a Minor Incident that has exceeded 72 hours. This is also referred to as a "Level 2" incident.

"Memorandum of Understanding" and "MOU" means this document, including the Annexes attached to the Memorandum of Understanding.

"Minor Incident" means an exceptional event of a similar nature to a Major Incident, but which only affects the safety of a maximum of 25 people or 10 dwelling units, whichever is greater, with a Response duration of no more than 72 hours. This is also referred to as a "Level 1" incident.

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c M. 56 and regulations, as amended, or any successor provincial legislation that governs access to public information and the protection of personal information and privacy.

"Municipal Sub-Contractor" means a third-party providing services under this MOU as arranged or contracted by the Municipality.

"PLAN" means the Grey Bruce Post-Disaster Long-term Assistance Network, which is a network of local community agencies available to assist both individuals and communities in the event of an emergency. In a Level 2 incident, the PLAN network may be activated via Victim's Services in a manner that is coordinated with the

services being provided by Red Cross at the request of the local municipality.

“Reception and/or Evacuation Centre” means a Municipal controlled facility established for the care, welfare, safety and shelter of Evacuees which has been approved by the Municipality and the County for such and recorded on the list of Approved Municipal Reception and/or Evacuation Centres attached as Annex B. The Reception and/or Evacuation Centre(s) may be in the same building or different buildings, depending on the Municipality.

## **2. PURPOSE**

2.1 The purpose of this MOU is to establish terms for the delivery of Emergency Social Services (ESS) by the County and the Municipality.

## **3. MUNICIPAL OBLIGATIONS**

### Emergency Preparedness

3.1 To prepare proactively for an Emergency, the Municipality shall:

- a) identify all facilities controlled by the Municipality that are suitable for use as a Reception and/or Evacuation Centre(s);
- b) collaborate with the County and CRCS to survey facilities identified as a potential Reception and/or Evacuation Centre(s) to ensure they are suitable for use;
- c) maintain an up to date list of all facilities controlled by the Municipality ready to be activated as an approved Reception and/or Evacuation Centre(s) (see Annex B);
- d) maintain the ongoing operational capability of the approved Reception and/or Evacuation Centre(s) so that the site is ready and fully functional at any point time;
- e) identify Municipal staff who may be deployed to undertake the Municipal responsibilities as outlined in Annex D “Delivery Agency Responsibilities”;
- f) develop and maintain contracts or agreements with Municipal Sub-Contractors for those services identified as the responsibility of the Municipality under “Sourcing &

Activation Agency” as set out in Annex D;

g) collaborate with the County and/or County Sub-Contractors to deliver appropriate training to those Municipal staff who may be deployed;

h) ensure the Municipality's Emergency Plan is consistent with the County's Emergency Plan regarding ESS responsibilities and operations.

### ESS Activation

3.3 In the event of an Emergency in which provision of ESS is required, the Municipality shall:

a) notify the County of the Emergency by contacting the Director of Human Services or his/her alternate by phone or email, and submit a request for assistance, including Red Cross services as required, within a reasonable period of time;

b) provide an approved Municipal Reception and/or Evacuation Centre(s); and

c) provide the services outlined under "Sourcing & Activating Agency " in Annex D and operate within the “Reception and/or Evacuation Centre IMS/ICS Structure” outlined in Annex C.

## **4. BRUCE COUNTY OBLIGATIONS**

### Emergency Preparedness

4.1 To prepare for an Emergency, the County shall:

a) collaborate with the Municipality and CRCS to survey facilities identified as a potential Reception and/or Evacuation Centre(s) to ensure they are suitable;

b) identify County staff who may be deployed to undertake the County responsibilities as outlined in Annex D “Delivery Agency Responsibilities”;

c) maintain applicable County resources to be deployed to approved Reception and/or Evacuation Centre(s);

- d) develop and maintain contracts or agreements with County Sub-Contractors for those services identified as the responsibility of the County of Bruce under “Sourcing & Activation Agency” as set out in Annex D;
- e) deliver appropriate training to Municipal staff and/or Municipal Sub-Contractors;
- f) deliver appropriate training to County staff and/or County Sub-Contractors;
- g) maintain the CRCS Agreement in good standing and notify the Municipality if the CRCS Agreement has been modified significantly or terminated; and
- h) subject to expiry or earlier termination of the CRCS Agreement, pay CRCS the annual capacity building funds as set out in Annex A.

#### ESS Activation

4.2 In the event of an Emergency in which the provision of ESS is required, the County shall:

- a) contact the Red Cross to activate services as requested by the local municipality;
- b) provide the services outlined under "Sourcing & Activating Agency" in Annex D and operate within the “Reception and/or Evacuation Centre IMS/ICS Structure” outlined in Annex C.

#### **5. EXPENSES AND CHARGES INCURRED DURING ESS ACTIVATION**

- a) In the event that ESS Services are activated the Municipality shall reimburse the County within 90 days of the County's request for reimbursement of those expenses incurred by the County and/or a County Sub-Contractor during the period of ESS activation.
- b) CRCS response related expenses are charged to the County in accordance with the rates set out in Annex A - CRCS Agreement entitled:
  - Expenses Relating to Human Resources,
  - Loan of Permanent Personnel,
  - Expenses Relating to Material Resources,

- Expenses Relating to Evaluation, and
- Expenses for Direct Assistance to Incident Affected People.

c) For County Sub-Contractors, other than CRCS, the County shall endeavor to ensure that reasonable fees are negotiated/agreed upon prior to the engagement of services.

d) Where possible, recognizing the immediacy of the need to deliver ESS services, the County shall endeavor to have response expenses/costs for individuals assumed by organizations/agencies other than the Municipality.

## **6. TERM OF THE MEMORANDUM OF UNDERSTANDING**

6.1 This MOU is continuous until terminated by either party as per Section 7.

## **7. TERMINATION**

7.1 Either party may terminate this MOU unilaterally for any reason providing that the party wishing to terminate provides not less than 60 days' written notice to the other party of its intent to terminate this MOU.

## **8. AMENDMENTS**

8.1 This MOU may be amended upon consent of the parties as evidenced in writing.

8.2 Notwithstanding Section 8.1, this MOU may be amended by substitution of the Annexes. The County may upon written consent of the Municipality, refusal of such shall not be unreasonably denied, add or replace an Annex and such Annex shall be deemed to: (a) be added to this MOU; or (b) to replace the particular Annex for the period of time to which it relates, provided that if the Municipality does not agree with all or any of the Annexes, the Municipality may terminate the MOU pursuant to Section 6. Refusal shall be subject to Section 12 Dispute Resolution.

## **9. FORCE MAJEURE**

9.1 Neither party shall be under any liability to the other as a result of any delay or default in carrying out its obligations hereunder which is due in whole or in part to



an event of force majeure. A party who contends that its obligation is suspended or its performance is excused by reason of force majeure must give prompt written notice to the other party specifying the condition or event constituting same in which case both parties' obligations pursuant to this MOU shall be suspended during such period. Upon cessation of such force majeure, such party shall give like notice and commence performance hereunder as promptly as reasonably practicable. For the purposes hereof, "force majeure" shall mean any cause beyond the reasonable control of the party claiming the force majeure and which is affecting performance by such party but does not include a failure to make payments under this MOU.

## **10. INDEMNIFICATION**

10.1 Subject to force majeure, each party shall, from time to time and at all times hereafter, save, defend, keep harmless and fully indemnify the other party, its successors and assigns, from and against all actions, claims and demands whatsoever that may be brought against or made upon the other party, and against all loss, liability, judgments, claims, Costs (defined below), demands or expenses that the other party may sustain, suffer or be put to, resulting from or arising out of the first party's negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any work or service required to be performed or rendered by it, its agents, officials, employees or contract agencies or any of them in accordance with the provisions of this MOU. "Costs" mean costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

## **11. INSURANCE**

11.1 Each party shall, at its own expense during the term of this MOU, cause to be maintained:

a) Comprehensive General liability with limits of not less than \$5,000,000.00 per occurrence. Such coverage shall include (i) the other party as an additional insured, and (ii) a cross liability/severability of interest clause; and (iii) standard Non-Owned Automobile Liability coverage; and

b) Where applicable, Professional Liability insurance with limits of not less than \$5,000,000.00 limit claim for all persons and services connected with this MOU.

11.2 Each party shall provide evidence of insurance coverage upon request of the other party.

## **12. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

12.1 The parties must be in good standing with the Workplace Safety and Insurance Board (WSIB) during the term of this MOU and shall furnish the other party with a valid certificate of good standing, or a letter indicating the party is a Schedule 2 employer, from the WSIB upon request. Where the party is not required to be registered with the WSIB and is not covered by WSIB Optional Insurance, the party shall maintain Employers Liability Insurance in the amount of \$2,000,000.00 per occurrence.

## **13. DISPUTE RESOLUTION**

13.1 The parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this MOU by negotiation.

13.2 The parties agree that the dispute resolution process established in this MOU shall be applied to resolve all disputes between the parties that arise during the term of this MOU. The parties acknowledge that they wish to develop and foster a positive and cooperative relationship and therefore agree that, subject to any termination rights of the parties as set out in this MOU:

a) In the event of a dispute between the parties in respect of a matter arising under this MOU, the authorized representatives of the parties shall, by telephone or in person, engage in good faith negotiations with a view to resolving the dispute.

b) The dispute shall, if necessary, proceed through a two stage resolution process, through the parties' authorized representatives. In the event any matter referred to the authorized representative remains unresolved after a period of ten (10) business days from its referral, it shall be referred to the representatives at the next stage for settlement.

c) The representatives for the dispute resolution process are as follows:

For the County:

Stage 1 - Director, Human Services Department

Stage 2 - CAO

For the Municipality:

Stage 1 - Clerk

Stage 2 - CAO

d) A party may, by written notice to the other party change, its authorized representatives for the purposes of this process, provided, however, that any of the replacements of such representatives shall have similar authority to those individuals they are replacing.

e) The parties agree that subject to any termination rights of the parties as set out in this MOU, the existence of a dispute shall not interfere with the performance by the parties of their respective obligations under this MOU and that each party shall continue to perform its obligations under this MOU pending resolution of the dispute under this Section.

## **14. NOTICE**

14.1 Any notice required to be given or served on either party under this MOU must be in writing and delivered personally, electronically, by facsimile transmission or by prepaid registered mail, addressed to the County or the Municipality respectively as set out below. Service of notice is effective on the next business day following the date of personal delivery, electronic delivery and facsimile transmission or, in the case of a registered letter, on the third business day following the date of mailing.

To the County at:

County of Bruce

30 Park Street, PO Box 70

Walkerton, ON N0G 2V0

Attention: Community Emergency Management Coordinator

Phone: (519) 881-1291

Fax: (519) 881-3507

Email: [dsmith@brucecounty.on.ca](mailto:dsmith@brucecounty.on.ca)

To the Municipality at:

Municipality of Arran-Elderslie

1925 Bruce Road 10, PO Box 70

Chesley, ON N0G 1L0

Attention: Christine Fraser-McDonald

Phone: (519) 363-3039

Fax: (519) 363-2203

Email: [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)

or to such other addresses as either party may from time to time designate by written notice to the other party.

## **15. ENTIRETY**

15.1 This MOU and the Annexes attached form the entirety of the understanding between the parties and supersede any other understanding or agreement, collateral, oral or otherwise, regarding the provision of Emergency Social Services, existing between the parties at the date of execution of this MOU. No supplement, modification, waiver or termination of this MOU shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this MOU shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

## **16. CONFIDENTIALITY**

16.1 The County shall maintain the confidentiality of and shall not, except as required in order to carry out services, at any time during or following the term of this MOU, use, disclose, release or permit the disclosure or release of any information disclosed by the Municipality or any information communicated to or acquired by the County during the course of providing services without obtaining the prior written consent of the Municipality.

16.2 The Municipality shall maintain the confidentiality of and shall not, except as

required in order to carry out services, at any time during or following the term of this MOU, use, disclose, release or permit the disclosure or release of any information disclosed by the County or any information communicated to or acquired by the Municipality during the course of providing services without obtaining the prior written consent of the County.

16.3 The parties agree that any information collected or exchanged between the parties, pursuant to the terms of this MOU, is subject to the provisions of MFIPPA, as amended.

## **17. ASSIGNMENT AND SUBCONTRACTING**

17.1 The Municipality shall not assign or sub-contract this MOU in whole or in part, or any or all of its rights or obligations without the County's prior written consent, which consent will not be unreasonably withheld.

17.2 If the County consents to an assignment or subcontract, the assignment or subcontract will not release or relieve the Municipality from its obligation to the County or from the performance of services in accordance with this MOU.

## **18. COMPLIANCE**

18.1 Both parties shall comply with all legislation, regulations, bylaws, rules, orders, and other requirements enacted or imposed by federal, provincial, municipal or other government bodies, agencies, tribunals, or other authorities which may be applicable to this MOU.

## **19. GOVERNING LAW**

19.1 This MOU is governed by the laws of Ontario and the applicable laws of Canada.

## **20. NATURE OF RELATIONSHIP**

20.1 Nothing in this MOU will be construed so as to imply a partnership between the parties. It is expressly understood that the parties are independent contractors and no partnership of any kind is intended between the parties.

## **21. FURTHER ASSURANCES**

21.1 The parties agree that they will at their own expense from time to time, and at all times, upon every reasonable request of the other, promptly make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds or assurances as may be reasonably required for purposes of implementing the matters contemplated by this MOU and establishing and protecting the rights, interests and remedies intended to be created by this MOU.

## **22. SURVIVAL**

22.1 Sections 5, 10, and 13 of this MOU shall survive any termination or expiration of this MOU. If one or more of the provisions of this MOU for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this MOU and this MOU shall be construed as if such invalid, illegal or unenforceable provision and never been contained.

22.2 Notwithstanding Section 22.1, those provisions of this MOU that by their nature should survive the expiry or earlier termination of this MOU will survive termination or expiry of this MOU.

## **23. ANNEXES**

23.1 The following Annexes shall be incorporated in and form part of this MOU:

- a) Annex A - Canadian Red Cross Society Disaster Response Agreement
- b) Annex B - Approved Municipality Reception and/or Evacuation Centres
- d) Annex C - Reception and/or Evacuation Centre IMS/ICS Structure
- c) Annex D - Delivery Agency Responsibilities

## **24. COUNTERPARTS**

24.1 This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together constitute an original understanding, and will be effective when one or more counterparts have been signed by each of the parties.

**25. SIGNATURES BY FAX/EMAIL**

25.1 The parties may sign this MOU by facsimile or electronic transmission and a facsimile or electronic copy has the same legally binding effect as an original.

This MOU is effective on the date stated in the introductory clause.

**IN WITNESS WHEREOF** each of the Municipality of Arran-Elderslie and the Corporation of the County of Bruce have caused this Memorandum of Understanding to be signed and delivered by its duly authorized representative:

For the Municipality:

For the County:

\_\_\_\_\_  
Name: Christine Fraser-McDonald  
Position: Clerk  
Date:

\_\_\_\_\_  
Name: Donna Van Wyck  
Position: Clerk  
Date:

\_\_\_\_\_  
Name: Steve Hammell  
Position: Mayor  
Date:

\_\_\_\_\_  
Name: Janice Jackson  
Position: Warden  
Date:

**Annex A**  
**Disaster Response Agreement between the County of Bruce and the Canadian  
Red Cross Society**

**EMERGENCY RESPONSE SERVICES AGREEMENT**

This Agreement is made as of January 27, 2021 between:

**THE CORPORATION OF THE COUNTY OF BRUCE**

a municipal corporation pursuant to the Ontario Municipal Act having its main office at 30  
Park Street (PO Box 399), Walkerton ON, N0G 2V0.

("County") and

**THE CANADIAN RED CROSS SOCIETY,**

a not-for-profit corporation and registered charity incorporated under the laws of Canada,  
having its head office in Ottawa, Ontario  
("CRC")

**WHEREAS:**

- A. The County is responsible for safeguarding and protecting the health, safety and security of its citizens, including provision for basic needs, shelter and emergency relief, in accordance with the *Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9*
- B. In the case of a Level 2, and in some cases a Level 3 event, the County acts as the local authority and has the right to declare a state of local emergency and may do all acts and implement all procedures that it considers necessary to prevent and respond to a disruptive event. In furtherance of this, the County wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- C. In the case of a Level 4 and 5 events (and in some cases a Level 3), the Province may declare a state of emergency. In such a circumstance there would be increased coordination between impacted local authorities, as well as greater direction from Provincial authorities given the scale and complexity of the response. In such a circumstance, the County remains responsible for its citizenry and related preparedness and response efforts. In furtherance of this, the County wishes to retain the CRC to support its preparedness, response, and recovery in the case of a disruptive event of this magnitude.
- D. In addition to providing the emergency response and recovery services as set out above, at the request of the County and should the CRC accept such an activation in accordance with this Agreement, the CRC may also, upon its own discretion, provide additional supports with public funds as the CRC has the mandate to assist in the provision of emergency relief in its role as auxiliary to public authorities.



- E. Finally, the County recognizes that in the CRC may be activated by the Province, pursuant to a provincial funding relief and recovery agreement, following a declaration of a state of emergency, and in such a circumstance, the County and the CRCS commit to working together to support affected populations within the authority of the County in accordance with the terms and conditions set out herein as they relate to coordination not service activation and reimbursement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, the County and CRC (each, a “**Party**” and together, the “**Parties**”) agree as follows:

## **1. INTERPRETATION**

### **1.1 In this Agreement:**

- a) “**Agreement**” means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and “**Article**”, “**Section**”, “**subsection**” or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;
- b) “**Business Day**” means a day on which CRC's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada;
- c) “**Calendar Day**” means all days in a month, including weekends and holidays.
- d) “**CRC Personnel**” means staff and volunteers who are affiliated with CRC.
- e) “**Duty Officer**” means a person designated by CRC as the point of contact for Notification of an Emergency in accordance of Schedule “D” of this Agreement.
- f) “**Eligible Expenses**” means training and emergency response costs incurred in the provision of Services (as that term is defined below) and when retained directly by the County for service delivery, as per Whereas B, C and D above, which the County agrees to reimburse the CRC for when activated in accordance with the Eligible Costing Schedule.
- g) “**Emergency**” means an urgent and critical situation, or impending situation, of a temporary nature caused by an accident, an intentional act, the forces of nature or other causes that constitutes a danger to persons or property. This applies to all Response Levels.

- h) **“Emergency-Affected Person”** means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.
- i) **“Emergency Management Ontario”** or **“EMO”** or the **“Province”** means the Province of Ontario’s lead coordinating agency for all emergency management activities, and the agency providing support and guidance to the emergency programs of local authorities.
- j) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons, and may include reception centers and group lodging.
- k) **“Disaster Recovery Assistance”** means a community-based provincial emergency response program which provides short-term temporary services for Emergency-Affected Persons to help people begin to re-establish themselves as quickly as possible after an Emergency.
- l) **“Force Majeure”** means an unforeseen circumstance distinct from the Emergency triggering the Services, though a Force Majeure may directly or indirectly result from such an Emergency, which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes or labour difficulties or governmental enactment.
- m) **“Geographic Area”** means the geographic area covered by the incorporated County of Bruce.
- n) **“Notify”**, **“Notified”** or **“Notification”** means a process of informing CRC of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “D” of this Agreement.
- o) **“Personal Information”** means recorded information about an identifiable individual other than contact information.
- p) **“Record”** and **“Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical, or other means, but does not include a computer program or any other mechanism that produces records.
- q) **“Response Levels”** means the nature and scale of an Emergency as determined by a CRC:

Within the Scope of a Local Emergency

**Level 1: Personal Disaster Response** - A small localized event, with unlikely further impacts such as contagion, for example impacting up to 25 people.

**Level 2: Local Response** – A significant event, with unlikely further impacts such as contagion, impacting 25-500 people within one municipality or district, in this case the Geographic Area.

Likely Within the Scope of a of an Emergency at a Provincial Level

**Level 3: Regional/Provincial Response** - A major emergency impacting 500-10,000 people in more than one municipality or a larger geographic area

**Level 4: Major Response** – A major emergency impacting up to 100,000 people in a very large area or more than one province.

**Level 5: Catastrophic Response.** – A major emergency with overwhelming devastation impacting more than 100,000 people and a wide geographic area.

- r) “**Services**” means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRC under this Agreement, as more particularly set out in Schedule “A”. CRC Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by the County, subject to availability and at the sole discretion of CRC.
- 1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.
- 1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:
- Schedule “A” – Description of Services
  - Schedule “B” – Payment and Reporting Schedule
  - Schedule “C” – Eligible Costing
  - Schedule “D” – Notification Protocol
  - Schedule “E” – Fundamental Principles
- 1.4 **Gender.** Any reference to any gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.
- 1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

## **2. PURPOSE OF AGREEMENT**

- 2.1 The purpose of this Agreement is to establish parameters for collaboration between the County and CRC, including cost recovery for the provision of Services, to ensure mitigation/preparedness, response, recovery and resiliency assistance in the event of an Emergency. CRC will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.
- 2.2 Nothing in this Agreement shall prevent CRC from providing humanitarian assistance to citizens of the County, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRC does not compromise the performance of its obligations hereunder. CRC may fundraise for such purposes.

## **3. TERM**

- 3.1 The right to request Services under this Agreement shall commence on January 1, 2021 and shall expire on December 31, 2022 unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).
- 3.2 The County recognizes that the CRC is required to build capacity to meet the terms and conditions and to provide the Services as set out herein. The capacity to offer delivery of all the Services, at the standards set out herein, will occur no earlier than ninety (90) days from the signing of this Agreement, at a mutually agreed upon date as set out in a operational plan. During this transition, CRC will endeavor to support the County in the provision of Services to the best of its ability.
- 3.3 **Renewal Planning.** The Parties shall endeavour to meet at least six (6) months prior to the expiry of this Agreement to discuss and negotiate a new agreement.

## **4. OBLIGATIONS OF CRC**

### **4.1 Preparedness.**

- a) CRC will recruit, select and train a volunteer-based workforce to have ready-to-respond CRC Personnel available to deliver Services. All CRC volunteer personnel providing Services are expected to follow applicable standards, policies and training requirements of both the Government of Ontario and the CRC when carrying out the Services set out in Schedule “A”.
- b) CRC will stock and maintain supplies and logistics capacity as required to provide the Services; and
- c) CRC will participate in County-led emergency preparedness exercises, activities and/or meetings, as mutually agreed upon from time to time.

## **4.2 Emergency Response.**

- a) This Agreement is applicable to the provision of Services for all Response Levels.
- b) The CRC will provide the Services as set out in Schedule ‘A’ on behalf of the County for Level 2 Responses if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will bill in accordance with Schedule “C” of this Agreement.
- c) The CRC will support the provision of the Services as set out in Schedule ‘A’ on behalf of the County for Level 3 if retained pursuant to the Notification Protocol, and mutually agreed between the Parties, and the CRC will bill in accordance with Schedule “C” of this Agreement. This would be in coordination with the provincial response structure. In the case that the CRC would need to bring in additional surge capacity this would be subject to approval for cost recovery by the County.
- d) In the particular case of a Level 4 & 5 Response, and potentially a Level 3 as well where there is a declaration of an emergency, the CRC will have the capacity to provide Services for the benefit of the County, however this will be subject to the funds the CRC raises, the commitment by the Province to fund Services, and/or the capacity of the County to retain the CRC for Service delivery within its Geographic Area. The Services and costing are set out in Schedule “A”; however, activation may require a subsequent negotiation on coordination, costing and a further agreement may be required if it diverges from the terms set out herein.
- e) This Agreement will apply upon (i) Notification by the County (ii) being advised of the means for billing and compensation, and (iii) the agreement by the CRC to activate, at which time CRC will supply the requested Services in response to an Emergency (subject to the terms and conditions set out herein).
- f) CRC will communicate and coordinate with the County, and will keep the County apprised of the provision of Services during the Emergency; and
- g) CRC will ensure that CRC Personnel and equipment are clearly identified with the CRC’s logo, where possible.

## **4.3 Limitation**

- a) Limitations regarding activation and compensation

- b) The Parties understand that CRC's workforce may rely on volunteers, and recognize that the availability of personnel may be reduced in exceptional circumstances despite the reasonable efforts of CRC.
- c) At any time during an Emergency, CRC may give notice that it will withdraw, reduce or limit its services in the event conditions are such that CRC is unable to provide Services without compromising the health or safety of CRC Personnel.
- d) CRC shall endeavour to keep the County informed and to coordinate with the County with respect to any anticipated or actual limitations on its provision of Services.
- e) In the case of a Level 4 and 5 event, or concurrent events, the CRC reserves the right to limit its Service offering as set forward in Schedule A.

## **5. OBLIGATIONS OF THE COUNTY**

### **5.1 Preparedness**

- a) To ensure an efficient and robust emergency response, the County will inform its staff and intra-governmental counterparts of CRC's role, including taking reasonable steps to document and recognize the role of CRC in any relevant emergency or other plans.
- b) The County will invite CRC to participate, as appropriate, in County-led exercises, activities and/or meetings focusing on emergency preparedness.
- c) The County will designate locations as Emergency Sites to be used by CRC in an Emergency response, and will provide CRC with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an Emergency.
- d) The County will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

### **5.2 Emergency Response**

- a) The County may call on the assistance of CRC pursuant to this Agreement in the event of an Emergency;
- b) Where the County calls on CRC pursuant to the above subparagraph, the County shall request that CRC provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule "D".

- c) Where the County believes an Emergency is or may be imminent, the County may request that the CRC go on “stand by” to be ready to respond if the Emergency occurs (“**Stand By**”). Stand By requests shall be made using the Notification process described in Schedule “D”.
- d) The County will communicate and coordinate with CRC, and will keep CRC informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule “D”), if available and as applicable.

## 6. REPORTING

- 6.1 CRC shall report to the County as set out in Schedule “B”.
- 6.2 For activities funded under this Agreement, the CRC shall keep and maintain in accordance with generally accepted accounting standards books, records and accounts relating to this Agreement and the cost of the Services and shall, upon reasonable notice, provide to the County these documents to examine, audit and make copies.

## 7. FINANCIAL SUPPORT

- 7.1 **Annual Financial Support for Preparedness.** To enable CRC to build and maintain its capacity to discharge its responsibilities under this Agreement, the County agrees to make an annual contribution to CRC of \$10,000 CDN each year of the Term. In the first year, the annual contribution rate will be prorated based on the number of months remaining between the date of that the Agreement comes into force and December 31. The annual contribution will be due within ninety (90) Calendar Days of the date of that the Agreement comes into force, and in each March thereafter, upon invoice by CRC.
- 7.2 **Cost Recovery for Emergency Response Services.** CRC will seek reimbursement from the County for Eligible Expenses, including administrative costs, in relation to the provision of Services in accordance with Schedule “C”, including expenses relating to volunteers and direct assistance to Emergency-Affected People.
- 7.3 To better assist Emergency-Affected Persons, CRC may organize fundraising campaigns and the allocation of any fundraising revenues shall be in CRC’s sole and absolute discretion.

## 8. INDEMNITY

- 8.1 Each Party shall indemnify and save harmless the other Party, its employees, volunteers, subcontractors, and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third-party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:

- a) the indemnifying Party's breach of this Agreement; or
- b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, subcontractors, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.

8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defence of such claims.

## 9. INSURANCE

9.1 Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties (including, in the case of the County, CRC Personnel), arising from the acts or omissions of such Party in connection with this Agreement.

## 10. TERMINATION

10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice however all costs related to a scale down of Services which may take longer than 60 days during and active response shall be Eligible Expenses.

10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days or such other time as is reasonable in the circumstances.

10.3 On termination:

- a) The County shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRC to wind down Services, which may extend beyond the date of termination.

10.4 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding retention of records, indemnity, financial obligations upon termination, confidentiality, privacy and intellectual property.



## 11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “**Notices**”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or Stand By (Notification) are not governed by this Section but are governed by the protocol set out in Schedule “D”.** The address of each Party for contractual Notice shall be as follows,

**CRC:**

Vice President, Ontario  
5700 Cancross Court, Mississauga,  
L5R 3E9

**County:**

Christine MacDonald  
Director of Human Services  
30 Park Street, PO BOX 399  
Walkerton ON N0G 2V0

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

## 12. CONFIDENTIALITY

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRC client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party; or (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information.
- 12.2 Each Party shall not disclose the other Party’s Confidential Information without express written consent or unless required by law, nor make use of the other Party’s Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party’s Confidential Information from transfer or disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement and jointly determine amount and type of Confidential Information, if any, which must be disclosed in order to comply with the law.

12.3 **Access to Information Requests.** The Parties acknowledge they may be subject to access to information legislation. Where such a request is received, the other Party shall be notified and given sufficient time and opportunity to object with regard to their own Confidential Information in writing prior to the release of any information, in accordance with and as permitted under the applicable legislation.

### 13. **PRIVACY**

13.1 Each Party shall act in accordance with their respective privacy policies and applicable privacy laws.

### 14. **INTELLECTUAL PROPERTY**

14.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society Logo is the Red Cross emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge canadienne”, as set out in CRC’s graphic standards.

14.2 The County may not use the logo, name or emblem of CRC without CRC’s prior review and written approval. Use of the emblem alone is strictly prohibited.

14.3 **Intellectual Property and Copyright.** Each Party shall own exclusively all information and material created or prepared by it in its performance of this Agreement. For greater clarity, CRC retains the intellectual property rights, including, copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

### 15. **DATA OWNERSHIP**

15.1 **With Regard to Level 3, Level 4 and Level 5 Response and Records of Emergency-Affected Persons.** Without limiting the generality of Section 14.3, the CRC shall establish, and maintain, records of all Emergency-Affected Persons who are registered. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. Records will also include supporting documentation, the basis for assistance, and payment amounts. Such records will be in the CRC’s care, custody and control. Where the CRC has been activated by a partner other than the County to provide assistance or provides assistance on its own accord in the event of a Level 3, Level 4, or Level 5 Response the CRC will provide an export of the anonymized records upon request unless otherwise agreed upon by the Parties. Where the CRC is activated to provide assistance by the County, the CRC shall provide records of such Emergency-Affected Persons as soon as practicable after registration.

15.2 **With Regard to Level 2 Response and Records of Emergency-Affected Persons.** CRC shall establish, and maintain, records of all Emergency Affected Persons who are registered. CRC shall provide records of all Emergency Affected Persons who are registered to the County and/or impacted municipality/municipalities as soon as practicable after registration. These records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. After the conclusion of the Emergency, CRC shall, if requested in writing, deliver to the County all records of all Emergency-Affected Persons to whom Services were provided.

## 16. **FORCE MAJEURE**

16.1 The interpretation of the contractual rule of Force Majeure under this Agreement shall take into account that this Agreement is intended to be performed in circumstances of Emergency. The Parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.

16.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice to the other Party.

## 17. **GENERAL PROVISIONS**

17.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties in respect of the subject matter.

17.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.

17.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party.

17.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule "E".

- 17.5 **Relationship of the Parties.** The relationship of CRC to the County in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRC and the County.
- 17.6 **Assignment.** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. CRC may, in its discretion, subcontract the performance of Services, which shall not affect CRC's responsibility for the performance of its obligations under this Agreement.
- 17.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement.
- 17.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 17.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.
- 17.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 17.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.
- 17.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of the province where the County is located and the federal laws of Canada applicable therein, excluding conflict of law provisions.

**IN WITNESS WHEREOF** each of CRC and the County have caused this Agreement to be signed and delivered by its duly authorized representative:

For the Canadian Red Cross Society:

For the Corporation of the County of Bruce:

*Original signed by*

*Original signed by*

\_\_\_\_\_  
Name: Tatjana Radovanovic  
Position: Director of Regional Operations

\_\_\_\_\_  
Name: Donna Van Wyck  
Position: Clerk

*Original signed by*

\_\_\_\_\_  
Name: Janice Jackson  
Position: Warden

## SCHEDULE "A"

### DESCRIPTION OF SERVICES

#### DESCRIPTION OF PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR A LEVEL 2 RESPONSE.

CRC will provide the Services in response to Emergencies where the County has activated CRC per the notification protocol.

The provision of Services will be coordinated with government, insurance and other voluntary sector organizations to avoid duplication. The appropriate method of service delivery for the requested Services will be determined by CRC and the County in coordination.

- Registration
- Reception and Information
- Family Reunification
- Lodging
- Food
- Clothing
- Personal Services

Further emergency response services may be provided subject to discussion and mutual agreement.

In the absence of activation, CRC may provide emergency response services in its own discretion, separate from this Agreement. In any provision of emergency assistance, CRC will endeavour to coordinate and communicate with the County, avoid duplication, and maximize the efficiency and effectiveness of aid.

### EMERGENCY RESPONSE SERVICES

The following Services may be provided, at the request of the County, in response to an Emergency. The specific Services and the means of service provision will depend on the nature and scale of the Emergency, and will be determined by CRC, in consultation with the County when appropriate and when circumstances permit.

#### Registration

Registration aims to facilitate family reunification, communication with Emergency-Affected Persons and the fast and accurate provision of direct assistance. Information collected via registration will be shared with the County pursuant and subject to the terms of this Agreement. Provision of Registration will be provided using CRC forms and/or electronic management registration system and/or other tools or systems as required.

Service delivery may include:

- In-person, Paper Based or digital Registration: Registration of individuals by CRC field personnel using CRC forms and/or electronic management registration system and/or other tools or systems as required.

### **Reception and Information**

Reception refers to providing a place for people impacted by an emergency to go, where they can receive information and Services, and to managing access to and from the facility. Information refers to providing individuals with information about Services and other assistance available to them, whether from CRC or other agencies, and information about the emergency situation.

Service delivery may include:

- Referral: Referring clients to other organizations or government programs that can assist them.
- Stand-alone Service: Providing Reception and Information as a stand-alone service within a government-led reception centre or shelter.
- Reception Centre: Establishing, staffing, and/or managing a reception centre at an Emergency Site.
- Call Centre: Establishing a call centre to provide information.
- Outreach: Conducting direct outreach to provide information.

### **Family Reunification**

Family Reunification assists in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.

Service delivery may include:

- Phone: Providing access or means to access phone service.

Persons may request that their information not be shared with others, including through Family Reunification (Restricted Files), for example due to concerns about abusive relationships. Such requests will be respected.

### **Lodging**

This service aims to ensure that individuals are provided with safe, temporary lodging away from an area affected by an Emergency. It also seeks to support individuals' return to their homes.

Service delivery may include:

- Commercial Lodging: Coordinating commercial lodging (e.g. hotel, motel, etc.).
- Group Lodging/Congregate Shelter: Establishing, staffing, and/or managing a Group Lodging/Congregate Shelter facility.
- Billeting/ Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.

### **Food**

This service aims to provide feeding for those who cannot feed themselves, or those without food or food preparation facilities, as well as for volunteers and other response workers. CRC tries to

ensure, to the best of its ability and in the circumstances, that food meets the nutrition needs of at-risk groups. Food should also respect the culture of the affected persons.

Service delivery may include:

- Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.
- Feeding Station: Coordination to establish Feeding Stations at Reception Centers or Group Lodging/Congregate Shelters.
- Cooperation with Partners: Coordinating food services via cooperation with partners.

## **Clothing**

Clothing service is designed to provide clothing to persons in need in an Emergency to prevent harm from exposure and to meet clothing needs until normal sources of supply become available.

Service delivery may include:

- Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.
- Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.
- Cooperation with Partners: Arranging clothing distribution via cooperation with partners.

## **Transportation**

Emergencies may require or result in the evacuation of individuals from their homes, for short or long periods of time. Emergency-Affected Persons may lose access to their regular means of transport due to the Emergency, and may require assistance to pay for unplanned transport expenses. Transportation service aims to provide assistance to facilitate mobility for Emergency-Affected Persons.

Service delivery may include:

- Provision of Means: Providing means to either acquire fuel, bus, train or subway tickets or cab fare.
- Direct Provision: Providing transport through contracted companies, such as chartered buses.

## **Personal Services**

Personal services provide immediate personal assistance to people dealing with physical, social, or emotional problems created by or aggravated by an Emergency. This service also provides assistance to meet the functional requirements of clients such as children, dependent adults, and mobility-impaired adults.

Service delivery may include:

- Personal and Hygiene Products: Providing hygiene kits or the means to acquire hygiene products.
- Baby supplies: Providing the means to acquire baby supplies such as diapers and ointment.
- Prescriptions: Providing the means to renew necessary medical prescriptions.
- Special Mobility Aids: Providing means to acquire special mobility aids necessary for healthy living.



- Personal Services and Health Care: Providing the means to fulfill basic support and medical aid requirements, including to acquire eye glasses, hearing aids, or dentures or referral to professional health services.

**DESCRIPTION OF PROVISION OF RED CROSS SERVICES FOR LEVEL 3,  
4 & 5 RESPONSE.**

**Core Principles**

CRC operates in accordance with the Fundamental Principles. In addition, CRC recognizes that every action must be considered with a focus on the individual, family and community; that success is dependent on participation and community engagement in all aspects of work; and that every community is unique. Therefore, CRC will remain flexible to changing circumstances and responsive to new learning. CRC commits:

- to build and execute programs in collaboration with government actors and key stakeholders;
- that programs will recognize community capacity, assets and resilience, and will respect community priorities, culture and customs, acknowledging that people and communities are the decision makers for their recovery and rebuilding efforts;
- to hold itself accountable to both those CRC seeks to assist and those from whom the organization accepts resources;
- that programs will strive to not only meet basic needs but also reduce future vulnerabilities; and
- CRC will strive to not duplicate assistance and its programming is designed to avoid duplication

In order to meet these commitments, particularly around respecting community priorities, the Canadian Red Cross requires the flexibility to change the financial allocations and adjust the services offered under each project. In the event that there are insufficient funds to provide the programs and sub-programs requested, the commencement and/or continuation of service delivery may be contingent on additional funding being provided.

CRC can provide the following Services under this Agreement, upon request by the County and subject to the above considerations. These services are above and beyond the services that are provided in a Level 1 & 2 response and subject to mutual agreement of all parties:

- Registration
- Relief Support and Direct Financial Assistance
- Safety and Wellbeing
- Community Partnerships Program
- Support to Small Business
- Support to Re-Entry

- Support to Self Recovery
- Transitional Shelter/Lodging and Housing Repair and Reconstruction
- Capacity Building/Disaster Risk Reduction

Further services may be provided subject to discussion and mutual agreement.

## FULL LIST OF SERVICES

Generally, programs in the relief and early-recovery phases make use of volunteers, while programs in the recovery phase are delivered by Canadian Red Cross staff and through partnerships.

When applicable, services will also be provided to support those who have evacuated outside of province.

### Client-Facing Emergency Response Services

| Program Name   | Relief During Evacuation | Support to Return Home and Recovery |
|--|--------------------------|-------------------------------------|
| Registration   | X                        |                                     |
| Relief Support and Direct Financial Assistance                     | X                        | X                                   |
| Safety and Wellbeing   | X                        | X                                   |
| Community Partnerships Program                                     | X                        | X                                   |
| Support to Small Business  | X                        | X                                   |
| Support to Re-Entry  |                          | X                                   |
| Support to Self Recovery   |                          | X                                   |
| Transitional Shelter/Lodging and Housing Repair and Reconstruction |                          | X                                   |
| Capacity Building/Disaster Risk Reduction                          |                          | X                                   |

|                     |                               |
|---------------------|-------------------------------|
| <b>Registration</b> |                               |
| Phase(s):           | Relief During Evacuation Only |

Evacuations are chaotic, separating families and forcing people to flee their homes at short notice without adequate food, clothing or medications/personal supplies. Digital registration is the foundation of an effective and cost-efficient operation, revealing who has been affected and where they have evacuated to. CRC is able to provide the following services under this heading:

- Registration
  - Register households through a digital online registration portal, by phone through a contact centre, or in-person through community outreach
- Communication
  - Support two-way communication with the affected population through a contact centre, social media monitoring, and SMS and e-mail using Emergency-Affected Persons' contact information provided during registration
- Family Reunification
  - Support the reunification of families separated by the disaster, including inquiries about well-being
- Data Management
  - Manage the verification and eligibility assessment for registrants
  - Manage data quality to ensure non-duplication of records
  - Support the understanding of the human impact of the disaster through mapping and analytics of registrants, including current location and demographics, as well as using data collected through surveys of Emergency-Affected Persons and other sources as available

|   |                               |
|---|-------------------------------|
| <b>Relief Support and Direct Financial Assistance</b> |                               |
| Phase(s):   | Relief During Evacuation Only |

Evacuations take a heavy financial toll on households as time goes on, especially for families with pre-existing vulnerabilities. When combined with Registration (Program 1 above), CRC is able to provide the following services and activities in the area of Relief Support and Direct Financial Assistance:

- Financial Assistance
  - Provide defined amounts of financial assistance to each affected household to assist with food, clothing, shelter and other basic needs once evacuees have been verified and confirmed to be eligible
  - Provide alternate arrangements for households unable to accept e-transfers
  - **Note:** CRC will provide additional supplementary financial assistance to vulnerable households deemed eligible on a case-by-case basis, funded from CRC monies
- Emergency Social Services Support with Local Authorities
  - CRC volunteers will provide support to evacuees within host communities, including at shelters and reception centres, in conjunction with local authorities to support the provision of Emergency Social Services, including food, clothing, lodging and personal services

|                             |                                  |
|-----------------------------|----------------------------------|
| <b>Safety and Wellbeing</b> |                                  |
| Phase(s):                   | Relief During Evacuation Onwards |

Emergencies create and exacerbate a range of issues impacting individual, family and community wellbeing, and such issues present themselves at different stages of the emergency continuum, from relief to recovery. Safety and Wellbeing (SWB) addresses the psychosocial needs of those affected and contributes to individual and community capacity and resiliency in the areas of mental health and psychosocial support (MHPSS).

In close collaboration with key stakeholders, including but not limited to the provincial and regional Health Authorities, Ministry of Health Disaster Psychosocial (DPS), CRC can support the following services and activities for Emergency-Affected Persons while they are displaced, at re-entry and continuing through longer-term recovery:

- Promotion of and Support for Networks Addressing Safety, Protection and Wellbeing
  - Support efforts and activities identified through the relevant Regional Health Authorities and Ministry of Health
  - Support community-based structures that provide hotlines, crisis lines or direct services
  - Support recognized training initiatives to build local capacity to support recovery efforts
  - Education campaigns and awareness-raising initiatives
- Support for Community Outreach
  - Support community outreach to facilitate emotional support and appropriate service referrals
- Support for Community Resilience Building
  - Partner with social profits, NGOs and government to address needs of special populations in different stages of the recovery process

|                                       |                                  |
|---------------------------------------|----------------------------------|
| <b>Community Partnerships Program</b> |                                  |
| Phase(s):                             | Relief During Evacuation Onwards |

Recognizing CRC's commitment to support community capacity, assets and resilience and reduce future vulnerabilities (as articulated in the Core Principles), a community grants program provides an opportunity for the community to identify projects, activities, and events supporting the recovery process. The Program is closely coordinated with key stakeholders to ensure that the views of government, community service providers, local residents and businesses are considered when approving projects. The program can support the following areas of assistance:

- Emergency Relief
  - Meeting the immediate needs of impacted populations through individual and community-based support
- Community Strengthening
  - Initiatives to that bring community together and promote networks of support and community connectedness
- Safety & Wellbeing
  - Services that address individual wellbeing and protection and strengthen formal and informal psychosocial support structures and networks

- Indigenous Programming
  - Support that meets the unique recovery needs and priorities of impacted Indigenous communities
- Disaster Risk Reduction
  - Support for small-scale, community-identified activities that would not be covered under Program 8 but which will supplement it by helping to mitigate and prepare for future fire and other emergencies

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>Support to Small Business</b> |                                  |
| Phase(s):                        | Relief During Evacuation Onwards |

Accelerating business and economic recovery is crucial to rebuilding local communities. This program aims to stimulate local economy by assisting small business owners and, in turn, boosting employment in fire-affected areas. The Program is closely coordinated with key stakeholders such as government Ministries, Community Futures and other economic development agencies. CRC can provide or support the following areas of assistance:

- Business Recovery Support
  - Support with registration for, key information about and referrals to available services, assistance and resources for small business owners affected by the disaster
- Emergency Assistance Payments
  - Work to provide financial assistance for small business owners, including farmers, guide outfitters and ranchers
- Other Services May Include:
  - Promote linkages through referrals to available business counselling, mentoring and support services;
  - Provide business counselling and mentoring services
  - Fund the replacement of livelihood tools and materials
  - Support events that directly support the business community
  - Make additional education and training opportunities available to small business owners

|                            |  |
|----------------------------|--|
| <b>Support to Re-Entry</b> |  |
| Phase(s):                  | Support to Return Home and Recovery Only |

Working in close collaboration with the authorities and the County, CRC is able to provide the following services to support re-entry:

- Assessment and Planning Support
  - Working in close coordination with the authorities and the County, assess evacuee needs and intentions with regards to re-entry, allowing for more effective planning and minimizing unnecessary expenditure
- Transportation
  - If/where required by the local authorities, CRC works in close coordination with the relevant authorities to arrange for transportation back to their community for evacuees without transportation
- Re-Entry Registration

- Manage staggered re-entry (e.g. street by street) through re-entry registration and validation
- Re-Entry Assistance
  - Provide re-entry cash support and clean up kits for evacuees returning home
- Referrals
  - Further develop the CRC's pre-existing referral network to provide clear and accessible information on a case by case basis and referral to other organizations best able to assist

|                                 |   |
|---------------------------------|---|
| <b>Support to Self-Recovery</b> |   |
| Phase(s):                       | Support to Return Home and Recovery Onwards |

Building on the support provided in Program 1 during the relief phase (Relief Support and Direct Financial Assistance), Support to Self-Recovery considers the unique needs of each individual household as they enter the early recovery phase, and promotes existing capacities and provides appropriate assistance to individuals and families to help them to rebuild and meet their needs.

Key activities may include:

- Case Management
  - Provide culturally sensitive case management to all evacuees to ensure a complete understanding of household needs and capacities, and support them through access to CRC services and other support networks
  - Provide outreach services to support the portion of the population who may be unable to access services directly
- Service Delivery
  - Provide registrants with direct assistance
  - Fund additional assistance for eligible households in line with CRC assistance guidelines. This may include financial assistance for basic needs including food, clothing, shelter and personal items.
- Referrals
  - Promote community connectedness through a comprehensive referral network for services and assistance

|   |                                   |
|---|-----------------------------------|
| <b>Transitional Shelter/Lodging/Housing Repair and Reconstruction</b> |                                   |
| Phase(s):   | Transition/Early Recovery Onwards |

In some recovery events housing is a core area of support. In close collaboration with the authorities, Indigenous Services Canada and other key stakeholders and in coordination with existing programs, CRC can provide the following shelter assistance for those planning to return home as well as those who are not able (or choose not) to return home. While the type of assistance provided is based on need and capacity, including lack of insurance or inadequate insurance coverage, it may include the following components:

- Assistance for Immediate Housing Needs
  - Provide assistance to support eligible households with housing and housing-associated costs, including but not limited to rent, mortgage payments, and temporary accommodations, depending on the particular household requirements
- Assistance based on Vulnerability

- Provide additional assistance for eligible households (depending on insurance status), including replacement of household contents and other support
- Housing Repair and Reconstruction
  - Provide assistance to support eligible households with housing repair and reconstruction costs, including but not limited to construction supplies, down payment and other rebuilding costs
- Other
  - Debris removal, outbuildings, building permits, and other transitional shelter support as required

|  |   |
|--|---|
| <b>Capacity Building/Disaster Risk Reduction</b> |   |
| Phase(s):  | Support to Return Home and Recovery Onwards |

This program will work in close coordination with existing local and provincial government programs to ensure that Disaster Risk Reduction best practices are incorporated into the other streams of programming. The program will also designate specific resources to support capacity building at the household, community and regional level. Under this stream of programming, CRC can provide/support the following areas of assistance:

- Support to Building Local Capacity
  - Work in conjunction with local and regional authorities to augment the resources available for ‘fire or flood smart’ repairs and reconstruction, as most individuals will find that they have insufficient insurance coverage
  - Through community planning, identify key mitigation and preparedness priorities and support a range of activities to mitigate the impact of future emergencies
- Personal / Family / Community Preparedness Education
  - Coordinate with existing and planned preparedness activities led by local authorities and the County to provide supplementary preparedness education to households and communities in high-risk areas, including vulnerable communities, as requested

**SCHEDULE “B”  
REPORTING SCHEDULE**

CRC will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the County contact person as per the Notification Protocol unless otherwise directed. Where payment is requested, reports will include invoices.

**PROVISION OF PROVINCIAL EMERGENCY SUPPORT SERVICES FOR LEVEL 2 RESPONSE**

These provisions may be superseded by an emergency-specific agreement, where applicable.

| <b>Report</b>                                | <b>Content</b>  | <b>Timing</b>  | <b>County Response</b>    |
|--|---|--|---------------------------|
| <b>Preparedness</b>                          |   |  |                           |
| Annual Report                                | Narrative report on capacity development and preparedness activities (personnel, equipment, supply stocks, exercises); invoice for annual contribution. | April of each year                                   | Within 30 days of receipt |
| <b>Emergency Responses (to be completed)</b> |   |  |                           |
| Response Report                              | Narrative and statistical report on services provided to emergency-affected persons for Level 2+ response.  | Within 30 days following end of response operations. | Not required.             |

**PROVISION OF RED CROSS SERVICES FOR LEVEL 3, 4 & 5 RESPONSE.**

Reporting to be either aligned to Level 2, or an event specific letter of agreement activating the terms set out herein, but clarifying the reporting requirements. This will largely depend on if there is funding from the Province, if there is a provincial specific agreement in place, or if the CRC is contributing public funds.



## **SCHEDULE “C” ELIGIBLE COSTING RULES**

### **RESPONSE LEVELS, ACTIVATION AND REIMBURSABLE COSTS**

#### **PROVISION OF RED CROSS SERVICES FOR LEVEL 2, 3, 4 & 5 RESPONSE.**

The CRC will incur all direct aid expenses in accordance with its eligible costing rules.

Where Services are activated by the County, the CRC will seek reimbursement from the County for all direct costs incurred in relation to the provision of the Services.

For greater clarity, the CRC shall be permitted to bill all direct costs incurred for the performance of the Services including, but not limited to, personnel, travel, sub-contractor and direct aid costs in accordance with its own policies and procedures.

The CRC shall also charge an overhead costing rate of 8 percent against all direct costs incurred.



## Disaster Response Individual and Family Assistance Standards (For Response Levels 1-2)

| Service              | Service Option  | Max. Amounts                      | Standards for Providing Assistance   |
|----------------------|---|-----------------------------------|--|
| Food                 | <b>Groceries</b><br>First person in household<br>Each additional person                         | Daily \$25<br>Weekly \$100        | CRC will be able to provide means for a family to acquire groceries or eat restaurant meals on a daily/weekly basis. Groceries are provided when the family has cooking facilities.  |
|                      | <b>Restaurant Meals</b><br>Breakfast<br>Lunch<br>Dinner   | \$13 \$40<br>\$52<br>\$12<br>\$28 | CRC will be able to provide restaurant meals per day or by meal as determined by the needs assessment. These values include a tip of 15%.<br>Food may be provided up to 3 days. Extension of this service requires supervisor approval.  |
|                      | <b>Infant Formula</b> (per infant)  | \$13                              | CRC will be able to provide means to acquire infant formula for each infant of a family.   |
|                      | <b>Non-Winter Clothing</b><br>Adult<br>Child (under 12 years)                                   | \$140<br>\$115                    | CRC will be able to provide means to acquire one set of non-winter clothing or one set of winter clothing (including coat and boots) per adult and child of a family.  |
| Clothing             | <b>Winter Clothing</b><br>Adult<br>Child (under 12 years)                                       | \$230<br>\$200                    | CRC distributes only new clothing. CRC can refer beneficiaries to community resources for additional clothing.   |
|                      | <b>Laundry supplies</b> (per household)<br>Adult<br>Child (under 12 years)                      | \$30<br>\$140<br>\$115            | CRC will be able to provide means to either wash clothes or utilize dry cleaning services. Laundry supplies include detergent, bleach and cleaning agents.<br>Dry cleaning costs up to the limit of the allowance may be claimed in lieu of purchasing new clothes.  |
|                      | <b>Commercial Lodging</b><br>Hotel/motel (per night)<br>Campground                              | \$170<br>\$60                     | CRC will be able to provide means for staying in a hotel/motel per night for a family of four. In hotels/motels, an additional room may be provided if a family cannot be accommodated in one room. CRC will be able to provide means for staying in a campground if desired by the family. Lodging may be provided for up to 3 days. Extension of this service requires supervisory approval. Personal insurance should be used as the primary form of support. |
| Lodging              | <b>Shelter/Friends and Family</b><br>Towels and washcloth (per person)                          | \$15                              | CRC will be able to provide towels/washcloths for those staying in a shelter/friends & family.   |
|                      | <b>Hygiene Kit</b>  | per person                        | Personal hygiene kits are distributed whenever possible. If not available, provide the allocated dollars to purchase these items.  |
| Personal Services    | <b>Hygiene products</b><br>Adult<br>Child   | \$13<br>\$5                       | CRC will be able to provide means to acquire a one-time purchase of hygiene products per adult and child.  |
|                      | <b>Baby Products</b> (per each infant)  | \$45                              | CRC will be able to provide means to acquire one-time purchase of baby products or incontinent aids. Additional requests require supervisory approval.   |
|                      | <b>Incontinent Aids</b> (per person)  | \$45                              |  |
|                      | <b>Blanket/Plush Toy</b>  | per person                        | Blankets and plush toys are distributed when required.   |
|                      | <b>Prescriptions</b>  | approval req'd                    | CRC will facilitate access to health care items. Based on the needs assessment, CRC may pay for <b>one refill</b> of essential medications and replacements or repair of eyeglasses, dentures and hearing aids when no other financial support is available. Supervisory approval is required for this assistance.   |
| Transportation       | <b>Medical Aids</b>   | approval req'd                    |  |
|                      | <b>Local Transportation</b><br>Taxi/bus fare/pass (per family)                                  | \$75                              | CRC will be able to provide means of transportation up to a maximum of \$75 per family when regular means of transportation has changed. CRC supports people who cannot stay at their home and require transportation from their home to another location.   |
| <b>Other Service</b> | Any additional services would be in accordance to Provincial/National DM direction as required. |                                   |  |

**SCHEDULE “D”**  
**NOTIFICATION PROTOCOL**

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or Stand By:

**CRC:**

**Duty Officer: 1-416-209-0432**

The CRC Duty Officer phone number provides 24/7 response capability and a single point of contact to the County, other partners, Emergency-Affected Persons, CRC personnel and the public.

**County:**

Carla Meili  
Income & Support Services Manager  
Human Services  
Corporation of the County of Bruce  
519-881-0431

Christine MacDonald  
Director  
Human Services  
Corporation of the County of Bruce  
519-881-0431

Either Party may change its designated contact by written notice to the other Party.

To activate the Services for the County or place CRC on Stand By, the County shall make a request to the CRC contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRC shall not be obligated to provide Services; however, if CRC receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRC may contact the County and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRC to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRC go on Stand By, the County shall provide the following information, to the extent applicable and available:

- i. Compensation/billing information;
- ii. the nature and location of the Emergency;
- iii. the time the Emergency occurred;
- iv. the number of affected people (if known);
- v. any current or possible evacuation, and the expected duration of the evacuation operation;
- vi. emergency services on scene;
- vii. the Services (per Schedule “A”) that are requested; and

- viii. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- ix. any identified threats or hazards to the affected population or to CRC Personnel;
- x. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- xi. any special instructions, limitations or risks; and
- xii. County liaison officer name(s) and contact information (if different from the Notification contact listed in this Section).

In order to enable the CRC to determine the eligibility of disaster-affected people, specific datasets will be required from the County in order to ensure the efficient, equitable and transparent delivery of digital assistance services. This data may include:

- i. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- ii. point data and/or address information for impacted residences;
- iii. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- iv. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g. as raw data, not as a PDF). Where the datasets contain personal information they shall be transferred using encryption or a secure file transfer protocol site (FTP).

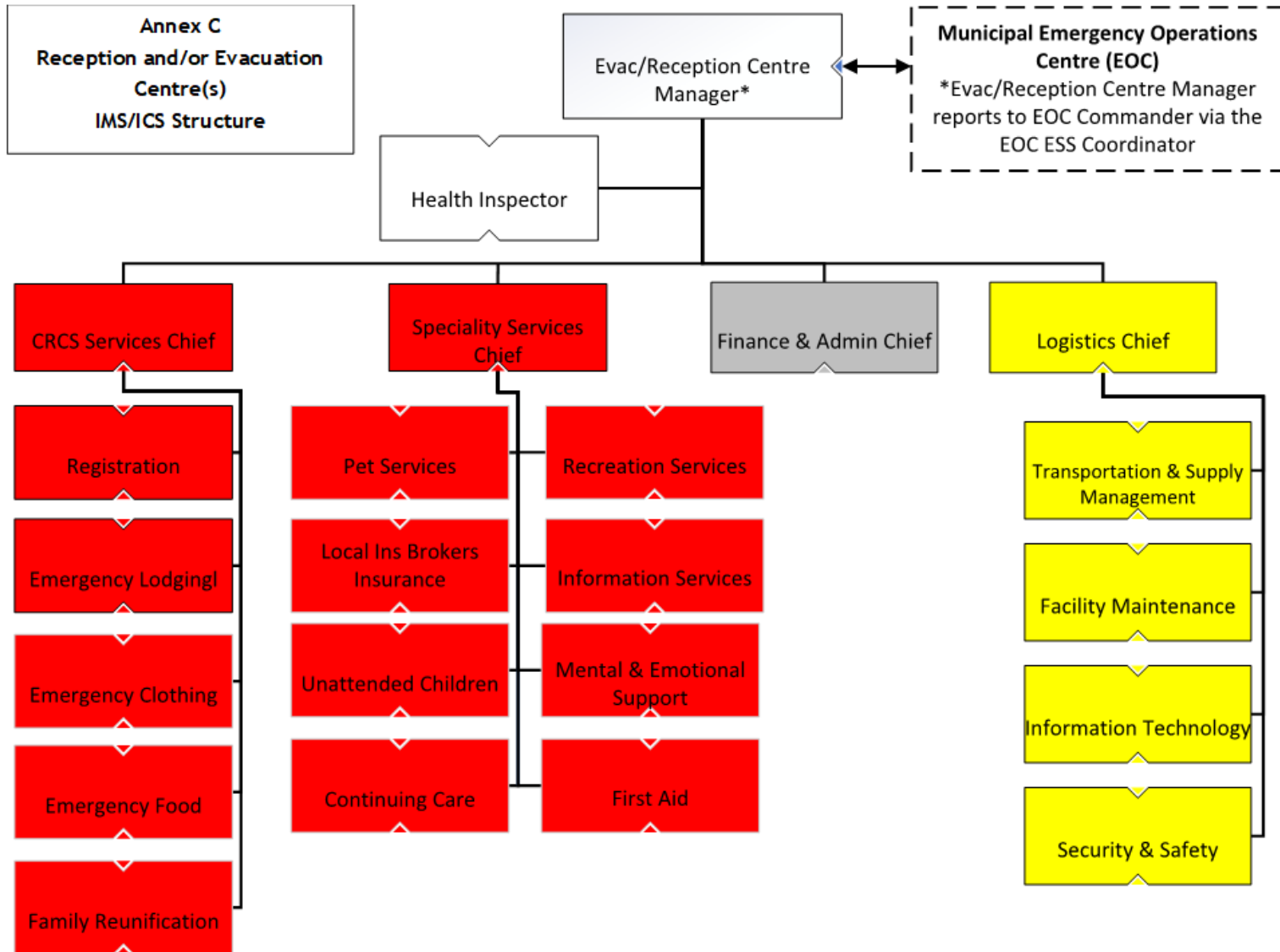
## SCHEDULE “E”

### FUNDAMENTAL PRINCIPLES

- Humanity** The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
- Impartiality** The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
- Neutrality** In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
- Independence** The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
- Voluntary Service** It is a volunteer relief movement not prompted in any manner by desire for gain.
- Unity** There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
- Universality** The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

**Annex B**  
**Approved Municipal Reception and/or Evacuation Centre(s)**

|                          |  |                                    |
|--------------------------|--|------------------------------------|
| Chesley Community Centre | 129 4 <sup>th</sup> Avenue SE<br>Chesley, ON | Reception and<br>Evacuation Centre |
| Paisley Community Centre | 391 Queen Street<br>Paisley, ON              | Reception and<br>Evacuation Centre |
| Tara Community Centre    | 150 Hamilton Street<br>Tara, ON              | Reception and<br>Evacuation Centre |



**Annex D**  
**Emergency Social Services - Delivery Agency Responsibilities**

The table below outlines specific roles and responsibilities of organizations identified in Annex C: Reception and/or Evacuation Centre(s) IMS/ICS Structure.

| Incident Management Section                         | Service Component  | Delivery Agency          | Sourcing and Activating Agency               |
|---|--|--------------------------|--|
| *per chart in Appendix C                            |  |                          | LM = Local Municipality<br>BC = Bruce County |
| <b>Evacuation/<br/>Reception Centre<br/>Manager</b> | <p><b>On-Site Centre Management</b></p> <p>a) Responsible for managing the operations of the Reception and/or Evacuation Centre(s), reporting to Emergency Operations Centre (EOC).</p>                            | BC                       | BC   |
| <b>Health Inspector</b>                             | <p><b>Evacuee Health</b></p> <p>a) Infection Prevention and Control - Respond to infection prevention and control concerns.</p> <p>b) Food, Water and Sanitation - Oversee food, water safety, and sanitation.</p> | Grey Bruce Public Health | BC   |



|  |  |                           |           |
|--|--|---------------------------|-----------|
| <p><b><u>Operations</u></b><br/>Canadian Red Cross</p> | <p><b>Canadian Red Cross Services Chief</b></p> <p>a) Provide oversight and direction for all Operations - Canadian Red Cross positions.</p>   | <p>Canadian Red Cross</p> | <p>BC</p> |
|  | <p><b>Registration</b></p> <p>a) In-person, Paper Based or digital Registration: Registration of individuals by CRC field personnel using CRC forms and/or electronic management registration system and/or other tools or systems as required.</p>  | <p>Canadian Red Cross</p> | <p>BC</p> |
|  | <p><b>Emergency Lodging</b></p> <p>a) Commercial Lodging: Coordinating commercial lodging (e.g. hotel, motel, etc.).</p> <p>b) Group Lodging/Congregate Shelter: Establishing, staffing, and/or managing a Group Lodging/Congregate Shelter facility.</p> <p>c) Billeting/ Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.</p> | <p>Canadian Red Cross</p> | <p>BC</p> |

|  |  |                    |    |
|--|--|--------------------|----|
|  | <p><b>Emergency Clothing</b></p> <p>a) Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.</p> <p>b) Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.</p> <p>c) Cooperation with Partners: Arranging clothing distribution via cooperation with partners.</p> | Canadian Red Cross | BC |
|  | <p><b>Emergency Food</b></p> <p>a) Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.</p> <p>b) Feeding Station: Coordination to establish Feeding Stations at Reception Centers or Group Lodging/Congregate Shelters.</p> <p>c) Cooperation with Partners: Coordinating food services via cooperation with partners.</p>   | Canadian Red Cross | BC |

|   |  |                    |    |
|---|--|--------------------|----|
|   | <p><b>Family Reunification</b></p> <p>a) Assist in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.</p>    | Canadian Red Cross | BC |
| <p><b><u>Operations</u></b><br/><b>Specialized Services</b></p> | <p><b>Specialized Services Chief</b></p> <p>a) Provide oversight and direction for all Operations - Specialized Services positions.</p>  | BC                 | BC |
|   | <p><b>Mental &amp; Emotional Support</b></p> <p>a) Provide access to mental &amp; emotional support, practical assistance, and referrals to community resources for continued support.</p> | Victim's Services  | BC |
|   | <p><b>Continuing Care</b></p> <p>a) Ontario Works/ODSP Support - connect existing clients impacted by an emergency to case management support.</p>   | BC                 | BC |

|  |  |    |    |
|--|--|----|----|
|  | <p>b) Provide information for resources to access continued personal care to evacuees receiving ongoing medical support services.</p> <p>c) Assistive Devices - provide information for resources to replace assistive devices including scooters, walkers, wheelchairs, canes, eyeglasses, or dentures as needed.</p> <p>d) Prescriptions &amp; Health Aids - provide information for resources and/or facilitate access for replacement of medications and/or assistive devices (i.e., scooters, dentures, eyeglasses) by referral to a pharmacy, clinic, or doctor.</p> <p>e) Accommodate and/or provide information for resources related to cultural needs, interpretation/translation services, faith resources, and other cultural/religious needs.</p> |    |    |
|  | <p><b>Pet Services</b></p> <p>a) Provide for the health and welfare of domesticated animals, including sheltering, feeding, and immediate medical needs.</p>   | LM | BC |

|  |  |                                |           |
|--|--|--------------------------------|-----------|
|  | <p><b>First Aid</b></p> <p>a) Provide immediate basic first aid within the Centre.</p>   | <p>St John's Ambulance</p>     | <p>BC</p> |
|  | <p><b>Recreation Services</b></p> <p>a) Provide evacuees with access to physical or recreational programs at the Centre or other facilities.</p>   | <p>LM</p>                      | <p>LM</p> |
|  | <p><b>Insurance</b></p> <p>a) Provide public and impacted individuals with education on the claims process and services, coordinate access to insurance adjustors when required.</p>                     | <p>Local Insurance Brokers</p> | <p>LM</p> |
|  | <p><b>Information Services</b></p> <p>a) Connect evacuee to other community-based services or provide/refer evacuee to applicable organizations or information sources needed for personal recovery.</p> | <p>LM</p>                      | <p>LM</p> |

|  |  |    |    |
|--|--|----|----|
|  | <p><b>Unattended Children</b></p> <p>a) Receive and provide initial temporary supervision of children that arrive at a Reception or Evacuation Centre without a parent or guardian.</p>  | LM | LM |
| <b><u>Finance &amp; Administration</u></b> | <p><b>Finance &amp; Administrative Chief</b></p> <p>a) Data tracking - Responsible for preparing and data reports for use by Manager or Emergency Operations Centre.</p> <p>b) Cost Tracking - Responsible for tracking costs associated with operation of Centre.</p> | LM | LM |
| <b><u>Logistics</u></b>                    | <p><b>Logistics Chief</b></p> <p>a) Provide oversight and direction for all Logistics Section positions.</p>   | LM | LM |
|  | <p><b>Transportation &amp; Supply Management</b></p> <p>a) Provide for the transportation needs of evacuees including taxi vouchers.</p> <p>b) Provide an immediate safe space (offsite)</p>   | LM | LM |

|  |   |    |    |
|--|---|----|----|
|  | <p>to protect evacuees from hazards or adverse weather until establishment of a Reception and/or Evacuation Centre.</p> <p>c) Coordinate receipt and/or storage of materials on behalf of all Operational sections.</p>   |    |    |
|  | <p><b>Facility Maintenance</b></p> <p>a) Responsible for opening, operation, and maintenance.</p>   | LM | LM |
|  | <p><b>Information Technology</b></p> <p>a) Responsible for managing the overall technical and telecommunications needs within the Centre.</p>   | LM | LM |
|  | <p><b>Security &amp; Safety</b></p> <p>a) Provide trained personnel to ensure the security of the facility, evacuees, and staff.</p> <p>b) Address Occupational Health &amp; Safety issues for workers, evacuee and ensure that fire code issues are addressed.</p> | LM | LM |

Note: Emergency Operations Centre (EOC) Roles, Responsibilities, and Structures vary across municipalities and are outlined in the local Municipal Emergency Response Plan and Bruce County Emergency Response Plan.

Note: In coordination with the Red Cross, and activated through the PLAN Network via Victim's Services or individual outreach, local service providers such as YMCA Housing Services, YMCA Settlement Services, YMCA Community Initiatives, Salvation Army, United Way, Habitat for Humanity, and other such organizations are to be engaged to assist with service provision as appropriate. Community connections 2-1-1 will serve as an important resource to assist with determining locally available supports and services. The [Bruce & Grey Community Information](#) website may also serve as a resource for further information and supports.



# Bruce County Planning & Economic Development Annual Update

2020 Year in Review  
Priorities for 2021



# Overview

## Land Use Planning

- 2020 Highlights
- Plan the Bruce - the next 25 years

## Economic Development

- 2020 Highlights
- Economic Recovery - 2021 Priorities

# Planning: 2020 Highlights

- Land Use Division Role and Structure Review
  - Draft MoU Deferred
- Quarterly Planning Dashboard
- Local Official Plan Approval Delegation By-law
- Development Application Fee Review
- Local Planning Service Delivery Review

## 2020 Planning by the Numbers

|  |            |
|--|------------|
|  |            |
| Applications Processed (Peninsula Hub) | 111        |
| Applications Processed (Lakeshore Hub) | 112        |
| Applications Processed (Inland Hub)    | 76         |
| <b>TOTAL COUNTY APPLICATIONS</b>       | <b>299</b> |
| New Lot or Units Created               | 260        |

## Planning Applications 2015-2020

| Municipality             | 2015       | 2016       | 2017       | 2018       | 2019       | 2020       |
|--------------------------|------------|------------|------------|------------|------------|------------|
| Saugeen Shores           | 56         | 71         | 81         | 79         | 59         | 65         |
| Kincardine               | 28         | 46         | 32         | 46         | 64         | 47         |
| Brockton                 | 19         | 32         | 38         | 31         | 40         | 26         |
| South Bruce Peninsula    | 23         | 26         | 21         | 42         | 32         | 47         |
| Huron-Kinloss            | 23         | 24         | 36         | 27         | 29         | 25         |
| South Bruce Peninsula    | 23         | 35         | 21         | 32         | 28         | 25         |
| Northern Bruce Peninsula | 28         | 25         | 11         | 16         | 28         | 37         |
| Arran-Elderslie          | 26         | 28         | 19         | 20         | 15         | 27         |
| <b>BRUCE COUNTY</b>      | <b>226</b> | <b>287</b> | <b>259</b> | <b>293</b> | <b>295</b> | <b>299</b> |

## Arran-Elderslie Application Highlights

- Applications for Infilling and rounding out in settlement areas, surplus farm severances, and a new gravel pit.
- Three lots from 2017 reached conditional approval with owner prepared to construct a second access for the area of Allenford that currently relies on a bridge over the Sauble River.



**BRUCE**  
county

# Planning: 2021 and Beyond

--- PLAN <sup>the</sup> BRUCE <sub>GPS</sub> ...

# Plan the Bruce: Agriculture



## ENSURING THE FUTURE OF FOOD THRIVES HERE...

Good planning decisions now will help us support local food producers and expand their opportunities beyond our borders to create markets for a thriving, healthy agricultural community.



# Plan the Bruce: Homes



## INCREASING AVAILABILITY AND MIX...

Good planning decisions now can have a positive impact on housing diversity and availability over the next 20 years.

# Plan the Bruce: Natural Legacy



**MANAGING WHAT WE INHERITED FOR  
FUTURE GENERATIONS...**

Good planning decisions now will ensure our natural environment is protected, balancing needs today with the greater good for generations into the future.

# Plan the Bruce: Good Growth



**COMBINING DEVELOPMENT WITH PRESERVATION  
OF CHARACTER...**

Good planning decisions now will help us inspire growth and development innovation in the right proportions and the right places while sustaining our quality of life.

# Plan the Bruce: Heritage



## IDENTIFYING AND PROMOTING OUR CULTURE...

Good planning decisions now will help us inventory and protect our heritage assets, celebrate achievement and nurture our cultural heritage.

# Plan the Bruce: Connecting



**BRINGING OUR COMMUNITIES CLOSER TOGETHER...**

Good planning decisions now will help us move  
Information, goods, services and people between our  
communities with more ease and an eye to the future.

# Plan the Bruce: Communities



## MAKING HEALTHY COMMUNITIES A PRIORITY...

Good planning decisions now will help us ensure access to the services, facilities and resources that support all Bruce County lifestyles, and that include flexibility for what's next.

# Plan the Bruce: Business



## GROWING ECONOMIC HEALTH THROUGH BUSINESS DIVERSITY

Good planning decisions now will help Bruce County attract and sustain a diverse economy, entrepreneurial vibrancy and employment for generations to come.

## Engagement Activity

- [www.planthebruce.ca](http://www.planthebruce.ca)
- Upcoming stakeholder workshops

--- PLAN the BRUCE GPS ---



# Planning 2021

Complete Ontario Modernization Fund projects

- Online development applications to save applicant's time
- Use technology to connect local building permit information
- Land Use Planning Strategic Plan
  - Return to Local Service MoU

# Economic Development - the Macro Approach

The “Find Yourself in Bruce County” Economic Development Strategic Plan acknowledges the “Macro Approach” - working together to succeed.

2020 was year 4 of the 5 year  
“Find Yourself in Bruce County”  
Economic Development Strategic  
Plan.



# Economic Development 2020 - A look back

- With the endorsement of County Council, Bruce County Economic Task Force led the creation of *Support the Bruce: Business Sustainability Fund*.
- This 1.75M fund included an array of grants and a loan option to help entrepreneurs in challenging times due to the COVID-19 pandemic.
- 382 businesses accessed a total of \$1,327,866 to continue to operate, adapt, pivot, incorporate health requirements or re-imagine their businesses.

# BRUCE COUNTY FACES OF RESILIENCE

*Showcasing the Support the Bruce: Business Sustainability Fund*





## By the Numbers - Supporting Economic Recovery

- Emergency Business Sustainability Loan - 22 businesses accessed \$409,500 to continue operations
- Starter Company Plus/ Business Pivot Adaptation Grant - 68 businesses accessed \$318,366 to expand product lines or move online.
- Spruce the Bruce Pandemic Response Grants - 101 businesses accessed \$250,000 to make enhancements and improvements to adapt.
- Business Safety Supplies Grant - 180 businesses accessed \$250,000 to adapt to new safety requirements.
- Special Edition Tourism Innovation Lab Spark Grant - 11 tourism businesses accessed \$100,000 to adapt and/or enhance their tourism operations, offerings, & products.



## Business to Bruce - Services

Connected with Entrepreneurs in Record Numbers:

- 1,333 business-related inquiries handled
- 537 outreach connections made
- 510 one-on-one business advice consultations held
- 200 attended Women's Day event
- 200 attended Bridges to Better Business virtual event
- 41 business events, webinars and seminars hosted

## Business to Bruce - Services

- Economic Impact of Business Support:
  - 152 new businesses opened
  - 48 business expansions
  - 77 new jobs created
  - 811 entrepreneurs trained
- The Summer Company Initiative in partnership with the Province of Ontario granted 4 students a total of \$12,000.
- The Starter Company Plus Initiative in partnership with the Province on Ontario granted 7 start-up businesses a total of \$35,000 along with mentorship and training.

# Business to Bruce - Entrepreneurship Attraction

- Paisley - "Express Your Talents" Business Recruitment Strategy Launched
- Paisley - Officially onboarded to Business to Bruce attraction engine [www.businessstobruce.com](http://www.businessstobruce.com)







# Spruce the Bruce Pandemic Response

Elimination of 50 percent contribution.

- 101 main street small businesses accessed grants to help make needed modifications as a result of the pandemic.
- 51 Facade Improvements
- 19 Outdoor Patio and Take-out Windows
- 14 Perpendicular Signs
- 11 Awnings
- 6 Collaborative Marketing Campaigns

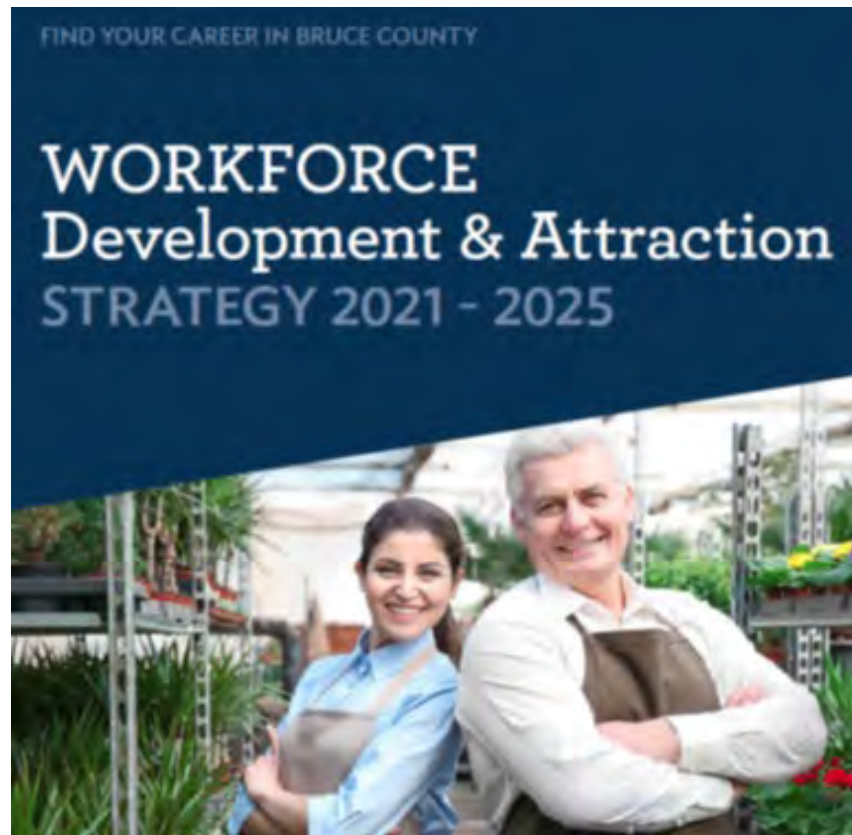


OUTDOOR PATIO



**FAÇADE IMPROVEMENT &  
PERPENDICULAR SIGN**

# The Find Your Career in Bruce County Workforce Development and Attraction Strategy 2021- 2025 Launched



# Grey Bruce Local Immigration Partnership

- Grey Bruce Local Immigration Partnership was established to foster welcoming communities throughout Grey and Bruce Counties and develop opportunities to support newcomers.
- Addresses the isolation of newcomers by increasing the capacity for coordination, connection, and collaboration to foster a welcoming community.
- 52 individuals representing 46 organizations formed the Grey Bruce Local Immigration Partnership Council.



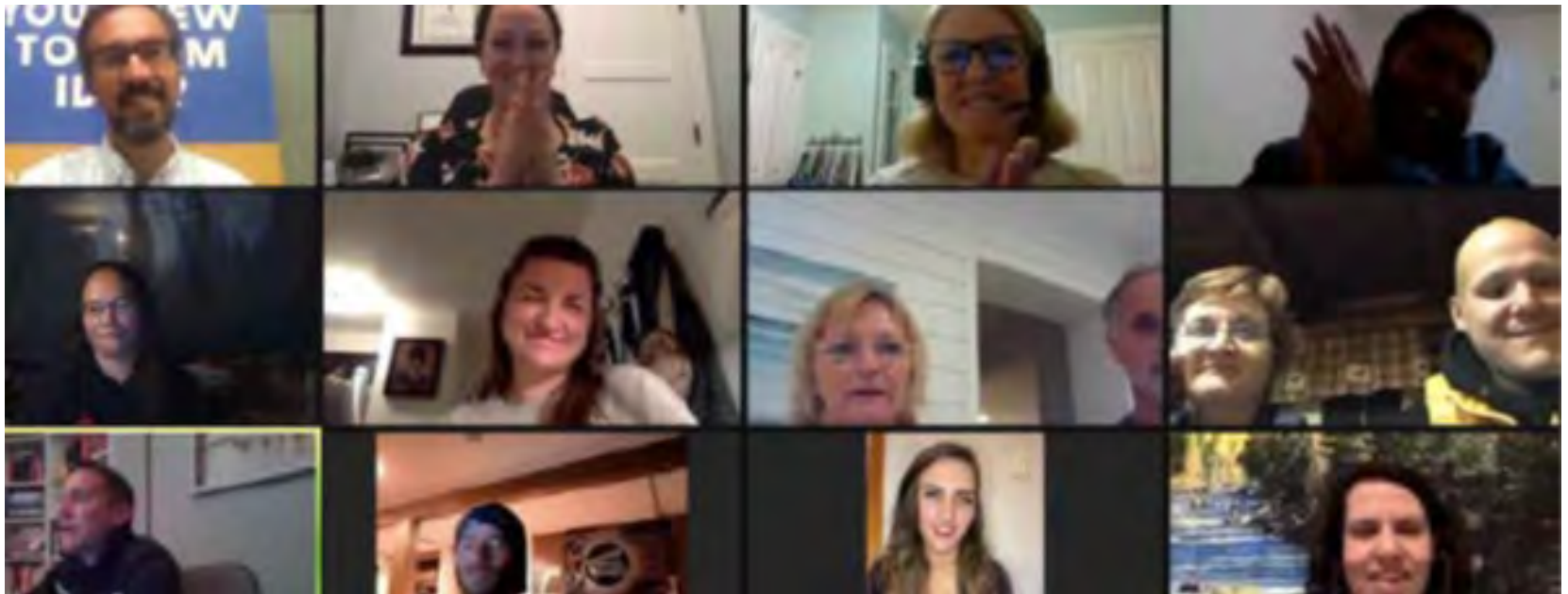
# Explore the Bruce

- Messaging to visitors was in line with Public Health and adjusted throughout the year accordingly.
- An overall increase of 25% of pageviews and a 32% increase of users on ExploretheBruce.com compared to 2019.



# Round 2 Bruce County "Spark" Mentorship and Grants Program

Supporting innovation in tourism by awarding 3  
businesses a total of \$9,000.



## Won Three Hermes Creative Awards

- 1 Platinum Award for Welcome Home video
- 1 Gold Award for Bruce Peninsula Ecoadventures: choose to call Bruce County home video
- 1 Gold Award for Grassroots Farm: choose to call Bruce County home video





# Annual Assessment: 2021 Area of Focus

| Community    | Organization | Business Development | Community Development | Marketing and Promotions |
|--------------|--------------|----------------------|-----------------------|--------------------------|
| Chesley      | X            |                      |                       |                          |
| Kincardine   |              |                      |                       | X                        |
| Lion's Head  |              |                      | X                     |                          |
| Lucknow      |              |                      |                       | X                        |
| Mildmay      |              |                      |                       | X                        |
| Paisley      |              |                      |                       | X                        |
| Port Elgin   |              |                      | X                     | X                        |
| Ripley       |              |                      | X                     |                          |
| Sauble Beach |              |                      |                       | X                        |
| Southampton  |              |                      | X                     | X                        |
| Teeswater    |              |                      |                       | X                        |
| Tobermory    |              |                      | X                     |                          |
| Walkerton    |              | X                    |                       |                          |
| Warton       |              |                      |                       | X                        |

## Economic Development: Priorities in 2021

- Continue to support Bruce businesses impacted by the COVID-19 pandemic.
- Continue to monitor the pandemic's impact on businesses and the broader Bruce County economy to determine ongoing mechanisms necessary to move into full recovery and growth.
- Research and Formulate the next 5 Year Economic Development Strategic Plan
- Review the current STB Community Development program with the potential for enhanced program
- Continue to market the county as a place to visit, live and build a business.

## Economic Development: Upcoming in 2021

- Continue to attract and support potential and existing entrepreneurs via the Business to Bruce Program.
- Execute the short-term actions outlined in the “Find Your Career in Bruce County” Workforce Development and Attraction Strategy.
- Working towards making the region welcoming and inclusive for all via the Grey Bruce Local Immigration Partnership.
- Fostering sustainable tourism advancement and innovation through Bruce County’s Tourism Innovation Lab’s spark grant and mentor program.

## Conclusion

- There are no stand-alone initiatives
- Building capacity with partners and in our communities is integral
- Together, we can ensure Bruce County's future is strong and vibrant for generations to come





45.0°N | 81.3°W

**BRUCE**  
county

Thank you

**clerk@arran-elderslie.ca**

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**Subject:** FW: Day of Mourning

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**From:** Scott McLeod <[works@arran-elderslie.ca](mailto:works@arran-elderslie.ca)>  
**Sent:** Tuesday, March 16, 2021 9:33 AM  
**To:** [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)  
**Cc:** [cao@arran-elderslie.ca](mailto:cao@arran-elderslie.ca); [mayor@arran-elderslie.ca](mailto:mayor@arran-elderslie.ca)  
**Subject:** FW: Day of Mourning

Christine

Wondered is this should go to Council for correspondence.

The Municipality has two flag poles now on the Municipal grounds at the office.

Thanks,

*Scott McLeod*

Municipality of Arran-Elderslie

Public Works Manager

[works@arran-elderslie.ca](mailto:works@arran-elderslie.ca)

Office: 519-363-3039 Ext 115

Fax: 519-363-9337

Cell: 519-373-9781

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**From:** Amy and Chris [<mailto:acistephen@gmail.com>]

**Sent:** March 12, 2021 8:46 AM

**To:** Bill Jones; Steve Hammell; Scott McLeod

**Subject:** Day of Mourning

Good morning

The Day of Mourning is approaching and I have been asked to reach out to you and see if Arran-Elderslie would like to fly a Day of Mourning flag this year. The Day of Mourning is on April 28th of each year and it is a time to pause and remember those workers that are injured or killed in the workplace. Also if Mayor Hammell would like to read a proclamation at council recognizing April 28th as the Day of Mourning that would be greatly appreciated as well. Mayor Boddy of the City of Owen Sound does this each year for this day as well. So if you want to join in this day please let me know also if you have any questions please contact me. Thank you for your time and consideration for this important day for workers.

Regards

Chris Stephen

GBLC VP Grey

|                        |                                  |                   |
|------------------------|----------------------------------|-------------------|
| <b>Policy Name:</b>    | <i>Community Flag Raising</i>    | <b>Policy No:</b> |
| <b>Department:</b>     | <i>Municipality Wide</i>         |                   |
| <b>Effective Date:</b> | <i>July 9<sup>th</sup>, 2018</i> |                   |
| <b>Date Revised:</b>   |                                  |                   |
| <b>Authority:</b>      | <i>By-law</i>                    |                   |

### **1. Purpose:**

The Municipality of Arran-Elderslie recognizes that flags are important symbols that can increase awareness of public events, activities, and organizations and that flags can also raise public awareness about significant events and historical commemorations.

### **2. Community Flag Poles:**

#### **Administration Office Flag Pole (1925 Bruce Road 10, Chesley)**

Under this policy, the flag pole located at the Administration Office (1925 Bruce Road 10, Chesley) is considered a Community Flag Pole.

#### **Other Municipal Flag Poles**

Under this policy, Council may consider a request to fly a flag at any of the other flag poles located on municipal property.

### **3. Flag Raising Criteria:**

Requests to fly a flag will be considered if the reason for flying the flag meets one of the following criteria:

- Support of fund-raising drives
- Celebration achievement
- Celebration of multi-cultural and civic events
- Increase public awareness of programs and activities
- Acknowledge an organization that has achieved national or international distinction or made a significant contribution to the community
- Acknowledge an organization that has helped to enhance the Municipality of Arran-Elderslie in a positive manner

The Community Flagpole will be not used to fly flags for the purpose of supporting or promoting the following:

- Political parties or political organizations
- Religious organizations or religious events or celebrations
- Celebrations, campaigns or events intended for profit-making purposes
- Supporting discrimination, hatred, violence or prejudice
- In support of groups, organizations, or events that promote belief's contrary to other Municipal policies

#### **4. General Rules:**

- 4.3 Approvals and use of the Community Flagpole will be granted on a first come-first served basis.
- 4.4 Flag raisings shall be in connection with a particular event by an organization.
- 4.5 An organization's flag shall be flown no more than once per calendar year and organizations shall be required to submit flag raising requests on an annual basis.
- 4.6 A flag shall be flown for a period up to one (1) week, or for the duration of the associated event, whichever is less.
- 4.7 Flags shall only be raised and lowered on those business days that the Municipal Office is open.

#### **5. Applications for use of the Community Flagpole:**

- 5.1 All requests will be made in writing to the Clerk's Department at least four (4) weeks prior to the day requested for the raising of the flag.
- 5.2 Each application will be considered by Council and approval will be given by way of a Council resolution.



**SENT VIA EMAIL**

March 25, 2021

The Right Honourable Justin Trudeau, MP  
Prime Minister of Canada  
Langevin Block  
Ottawa, Ontario K1A 0A2

Prime Minister:

**RE: Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms)**

At its Regular Meeting held on March 8, 2021 Council of the Town of Kingsville passed the following Resolution:

**“205-2021**

**Moved By** Councillor Thomas Neufeld, **Seconded By** Councillor Larry Patterson

A Resolution concerning Bill C-21, An Act to amend certain Acts and to make certain consequential amendments (firearms), specifically Amendment 26, Section (58.01 (1-8), Conditions-by-law.

WHEREAS municipalities have never been responsible for gun control laws in Canada;

AND WHEREAS law abiding Kingsville residents who own legal handguns have already been thoroughly vetted through the CFSC, PAL and ATT applications;

AND WHEREAS illegal gun owners and smugglers do not respect postal codes;

AND WHEREAS if one municipality enacts a ban and not a neighbouring municipality, this will create a patchwork of by-laws;

AND WHEREAS a municipal ban would be difficult to enforce and easy to get around.

NOW THEREFORE BE IT RESOLVED that The Corporation of the Town of Kingsville is OPPOSED to the adoption of any by-laws restricting the possession, storage and transportation of legally obtained handguns;

AND BE IT FURTHER RESOLVED that this resolution be forwarded to the following public officials: MP Chris Lewis-Essex, MPP Taras Natyshak-Essex, Premier of Ontario The Honourable Doug Ford, Leader of the Official Opposition Andrea Horwath, Prime Minister of Canada The Honourable Justin Trudeau, and Leader of Official Opposition The Honourable Erin O'Toole.”

If you require any further information, please contact the undersigned.

Yours very truly,



Sandra Kitchen  
Deputy Clerk-Council Services  
Legislative Services Department  
skitchen@kingsville.ca

cc: Hon. Doug Ford, Premier  
cc: Hon. Andrea Horwath, Official Leader of the Opposition  
cc: Hon. Erin O'Toole, Official Leader of the Opposition  
cc: MP Chris Lewis- Essex  
cc: MPP Taras Natyshak-Essex  
cc: Hon. Bill Blair, Minister of Public Safety and Emergency Preparedness  
cc: MP Shannon Stubbs  
cc: Mayor Aldo DiCarlo, Town of Amherstburg  
cc: Mayor Larry Snively, Town of Essex  
cc: Mayor Tom Bain, Town of Lakeshore  
cc: Mayor Marc Bondy, Town of LaSalle  
cc: Mayor Hilda MacDonald, Municipality of Leamington  
cc: Mayor Gary McNamara, Town of Tecumseh  
cc: all Municipalities in Ontario

[premier@ontario.ca](mailto:premier@ontario.ca)  
[horwatha-qp@ndp.on.ca](mailto:horwatha-qp@ndp.on.ca)  
[erin.otoole@parl.gc.ca](mailto:erin.otoole@parl.gc.ca)

Second Session, Forty-third Parliament,  
69-70 Elizabeth II, 2020-2021

Deuxième session, quarante-troisième législature,  
69-70 Elizabeth II, 2020-2021

HOUSE OF COMMONS OF CANADA

CHAMBRE DES COMMUNES DU CANADA

## BILL C-21

## PROJET DE LOI C-21

An Act to amend certain Acts and to make  
certain consequential amendments  
(firearms)

Loi modifiant certaines lois et d'autres textes  
en conséquence (armes à feu)

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FIRST READING, FEBRUARY 16, 2021

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PREMIÈRE LECTURE LE 16 FÉVRIER 2021

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MINISTER OF PUBLIC SAFETY AND EMERGENCY  
PREPAREDNESS

MINISTRE DE LA SÉCURITÉ PUBLIQUE ET DE LA  
PROTECTION CIVILE

## SUMMARY

This enactment amends the *Criminal Code* to, among other things,

- (a)** increase, from 10 to 14 years, the maximum penalty of imprisonment for indictable weapons offences in sections 95, 96, 99, 100 and 103;
- (b)** establish a regime that would permit any person to apply for an emergency prohibition order or an emergency limitations on access order;
- (c)** deem certain firearms to be prohibited devices for the purpose of specified provisions;
- (d)** create a new offence for altering a cartridge magazine to exceed its lawful capacity; and
- (e)** authorize employees of certain federal entities who are responsible for security to be considered as public officers for the purpose of section 117.07.

The enactment also amends the *Firearms Act* to, among other things,

- (a)** limit the possession of firearms listed in the regulations made by Order in Council P.C. 2020-298 of May 1, 2020 and registered as SOR/2020-96, and of non-restricted and restricted firearms that become prohibited by regulation;
- (b)** transfer authority to the Commissioner of Firearms to approve, refuse, renew and revoke authorizations to carry referred to in paragraph 20(a) of the Act;
- (c)** impose requirements in respect of the importation of ammunition;
- (d)** require that the holders of a licence authorizing the possession of a handgun comply with the requirements and prohibitions relating to the storage and transporting of handguns within a municipality in which a by-law establishing those requirements and prohibitions is in force if the Minister of Public Safety and Emergency Preparedness is notified of the by-law in the prescribed manner, and provide for exceptions to that requirement;
- (e)** require that the Commissioner of Firearms maintain a publicly available list of the municipalities in which such requirements and prohibitions apply;
- (f)** authorize a chief firearms officer to suspend a licence if they have reasonable grounds to suspect that the licence holder is no longer eligible for it;
- (g)** require the delivery of firearms to a peace officer, or their lawful disposal, if a refusal to issue, or revocation of, a licence or registration certificate has been referred to a provincial court under section 74 of the Act in respect of those firearms;

## SOMMAIRE

Le texte modifie le *Code criminel* afin, notamment :

- a)** de faire passer de dix à quatorze ans la peine maximale d'emprisonnement pour les actes criminels liés à des armes prévus aux articles 95, 96, 99, 100 et 103;
- b)** d'établir un régime permettant à quiconque de demander une ordonnance d'interdiction d'urgence ou une ordonnance de restriction d'urgence;
- c)** d'assimiler certaines armes à feu à des dispositifs prohibés pour l'application de dispositions spécifiques;
- d)** d'ériger en infraction le fait de modifier un chargeur de façon à excéder sa capacité légale;
- e)** de permettre que les employés de certaines entités fédérales chargés de la sécurité soient considérés comme des fonctionnaires publics pour l'application de l'article 117.07.

Le texte modifie également la *Loi sur les armes à feu* afin, notamment :

- a)** de restreindre la possession des armes à feu énumérées dans le règlement pris par le décret C.P. 2020-298 du 1<sup>er</sup> mai 2020 portant le numéro d'enregistrement DORS/2020-96 et celle des armes à feu sans restriction et à autorisation restreinte qui deviennent prohibées en vertu des règlements;
- b)** de transférer au commissaire aux armes à feu le pouvoir d'approuver, de refuser, de renouveler ou de révoquer l'autorisation de port prévue à l'alinéa 20a) de cette loi;
- c)** d'imposer des exigences relativement à l'importation de munitions;
- d)** d'exiger que les titulaires d'un permis autorisant la possession d'une arme de poing se conforment aux exigences et interdictions relatives à l'entreposage et au transport de telles armes à feu prévues par un règlement municipal en vigueur sur le territoire de la municipalité si le ministre de la Sécurité publique et de la Protection civile est notifié de la manière réglementaire de l'existence du règlement municipal, ainsi que de prévoir des exceptions à cette exigence;
- e)** d'exiger que le commissaire aux armes à feu tienne une liste, accessible au public, des municipalités sur le territoire desquelles de telles exigences et interdictions s'appliquent;
- f)** de permettre au contrôleur des armes à feu de suspendre un permis s'il a des motifs raisonnables de soupçonner que le titulaire n'y est plus admissible;
- g)** d'obliger, en cas de saisine d'un juge d'une cour provinciale au titre de l'article 74 de cette loi, la remise des armes à feu concernées à un agent de la paix, ou leur disposition légale;

**(h)** authorize, in certain circumstances, the Commissioner of Firearms, the Registrar of Firearms or a chief firearms officer to disclose certain information to a law enforcement agency for the purpose of an investigation or prosecution related to the trafficking of firearms;

**(i)** provide that the annual report to the Minister of Public Safety and Emergency Preparedness regarding the administration of the Act must include information on disclosures made to law enforcement agencies and be submitted no later than May 31 of each year; and

**(j)** create an offence for a business to advertise a firearm in a manner that depicts, counsels or promotes violence against a person.

The enactment also amends the *Nuclear Safety and Control Act* to, among other things,

**(a)** provide nuclear security officers and on-site nuclear response force members with the authority to carry out the duties of peace officers at high-security nuclear sites; and

**(b)** permit licensees who operate high-security nuclear sites to acquire, possess, transfer and dispose of firearms, prohibited weapons and prohibited devices used in the course of maintaining security at high-security nuclear sites.

The enactment also amends the *Immigration and Refugee Protection Act* to

**(a)** designate the Minister of Public Safety and Emergency Preparedness as the Minister responsible for the establishment of policies respecting inadmissibility on grounds of transborder criminality for the commission of an offence on entering Canada;

**(b)** specify that the commission, on entering Canada, of certain offences under an Act of Parliament that are set out in the regulations is a ground of inadmissibility for a foreign national; and

**(c)** correct certain provisions in order to resolve a discrepancy and clarify the rule set out in those provisions.

**h)** d'autoriser, dans certaines circonstances, le commissaire aux armes à feu, le directeur de l'enregistrement des armes à feu ou le contrôleur des armes à feu à communiquer certains renseignements à un organisme chargé du contrôle d'application de la loi à des fins d'enquête ou de poursuite portant sur le trafic d'armes à feu;

**i)** de prévoir que le rapport annuel portant sur l'application de la loi comprenne des renseignements relatifs aux communications faites à un organisme chargé du contrôle d'application de la loi et soit soumis au ministre de la Sécurité publique et de la Protection civile au plus tard le 31 mai de chaque année;

**j)** d'ériger en infraction le fait pour une entreprise de représenter la violence contre une personne, de conseiller d'y avoir recours ou d'en faire la promotion dans une publicité sur les armes à feu.

Le texte modifie également la *Loi sur la sûreté et la réglementation nucléaires* afin, notamment :

**a)** d'accorder aux agents de sécurité nucléaire et aux membres de la force d'intervention nucléaire interne les pouvoirs nécessaires pour exercer les fonctions d'agent de la paix aux sites nucléaires à sécurité élevée;

**b)** de permettre aux titulaires de licence ou de permis qui exploitent des sites nucléaires à sécurité élevée d'acquiescer, de posséder et de céder des armes à feu, des armes prohibées et des dispositifs prohibés utilisés dans le cadre du maintien de la sécurité de ces sites, et d'en disposer.

Enfin, le texte modifie la *Loi sur l'immigration et la protection des réfugiés* afin :

**a)** de désigner le ministre de la Sécurité publique et de la Protection civile comme ministre chargé de l'établissement des orientations en matière d'interdiction de territoire pour criminalité relative à la commission, à l'entrée au Canada, d'une infraction;

**b)** de préciser que, lorsqu'elles sont commises à l'entrée au Canada, certaines infractions prévues sous le régime d'une loi fédérale qui sont prévues par règlement emportent, sauf pour les résidents permanents, interdiction de territoire;

**c)** de corriger certaines dispositions afin de résoudre une divergence et ainsi clarifier la règle énoncée dans ces dispositions.



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## BILL C-21

An Act to amend certain Acts and to make certain consequential amendments (firearms)

Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows:

R.S., c. C-46

### Criminal Code

**1 (1) The definition *replica firearm* in subsection 84(1) of the *Criminal Code* is replaced by the following:**

***replica firearm*** means any device that is designed or intended to exactly resemble, or to resemble with near precision, a firearm that is designed or adapted to discharge a shot, bullet or other projectile at a muzzle velocity exceeding 152.4 m per second and at a muzzle energy exceeding 5.7 Joules, and that itself is not a firearm, but does not include any such device that is designed or intended to exactly resemble, or to resemble with near precision, an antique firearm; (*réplique*)

**(2) Section 84 of the Act is amended by adding the following after subsection (3.1):**

#### Certain firearms deemed to be prohibited devices

**(3.2)** For the purposes of sections 99 to 101, 103 to 107 and 117.03, a firearm is deemed to be a prohibited device if

**(a)** it is proved that the firearm is not designed or adapted to discharge a shot, bullet or other projectile at a muzzle velocity exceeding 152.4 m per second or at a muzzle energy exceeding 5.7 Joules; and

**(b)** the firearm is designed or intended to exactly resemble, or to resemble with near precision, a firearm, other than an antique firearm, that is designed or

## PROJET DE LOI C-21

Loi modifiant certaines lois et d'autres textes en conséquence (armes à feu)

Sa Majesté, sur l'avis et avec le consentement du Sénat et de la Chambre des communes du Canada, édicte :

L.R., ch. C-46

### Code criminel

**1 (1) La définition de *réplique*, au paragraphe 84(1) du *Code criminel*, est remplacée par ce qui suit :**

***réplique*** Tout objet, qui n'est pas une arme à feu, conçu de façon à avoir l'apparence exacte d'une arme à feu conçue ou adaptée pour tirer du plomb, des balles ou tout autre projectile à une vitesse initiale de plus de 152,4 m par seconde et dont l'énergie initiale est de plus de 5,7 joules — ou à la reproduire le plus fidèlement possible — ou auquel on a voulu donner cette apparence. La présente définition exclut tout objet conçu de façon à avoir l'apparence exacte d'une arme à feu historique — ou à la reproduire le plus fidèlement possible — ou auquel on a voulu donner cette apparence. (*replica firearm*)

**(2) L'article 84 de la même loi est modifié par adjonction, après le paragraphe (3.1), de ce qui suit :**

#### Armes à feu réputées être des dispositifs prohibés

**(3.2)** Pour l'application des articles 99 à 101, 103 à 107 et 117.03, est réputée être un dispositif prohibé toute arme à feu :

**a)** d'une part, dont il est démontré qu'elle n'est ni conçue ni adaptée pour tirer du plomb, des balles ou tout autre projectile à une vitesse initiale de plus de 152,4 m par seconde ou dont l'énergie initiale est de plus de 5,7 joules;

**b)** d'autre part, qui est conçue de façon à avoir l'apparence exacte d'une arme à feu — autre qu'une arme à

adapted to discharge a shot, bullet or other projectile at a muzzle velocity exceeding 152.4 m per second and at a muzzle energy exceeding 5.7 Joules.

feu historique — conçue ou adaptée pour tirer du plomb, des balles ou tout autre projectile à une vitesse initiale de plus de 152,4 m par seconde et dont l'énergie initiale est de plus de 5,7 joules, ou à la reproduire le plus fidèlement possible ou à laquelle on a voulu donner cette apparence.

**2 The Act is amended by adding the following after section 104:**

**2 La même loi est modifiée par adjonction, après l'article 104, de ce qui suit :**

**Offence Relating to Altering Cartridge Magazine**

**Infraction relative à la modification d'un chargeur**

**Altering cartridge magazine**

**Modification d'un chargeur**

**104.1 (1)** Every person commits an offence who, without lawful excuse, alters a cartridge magazine that is not a prohibited device so that it becomes a prohibited device.

**104.1 (1)** Commet une infraction quiconque, sans excuse légitime, modifie un chargeur qui n'est pas un dispositif prohibé de façon à le rendre tel.

**Punishment**

**Peine**

**(2)** Every person who commits an offence under subsection (1)

**(2)** Quiconque commet l'infraction prévue au paragraphe (1) est coupable :

**(a)** is guilty of an indictable offence and liable to imprisonment for a term not exceeding five years; or

**a)** soit d'un acte criminel passible d'un emprisonnement maximal de cinq ans;

**(b)** is guilty of an offence punishable on summary conviction.

**b)** soit d'une infraction punissable sur déclaration de culpabilité par procédure sommaire.

**3 Paragraph 109(1)(b) of the Act is replaced by the following:**

**3 L'alinéa 109(1)(b) de la même loi est remplacé par ce qui suit :**

**(b)** an offence under subsection 85(1) (using firearm in commission of offence), 85(2) (using imitation firearm in commission of offence), 95(1) (possession of prohibited or restricted firearm with ammunition), 99(1) (weapons trafficking), 100(1) (possession for purpose of weapons trafficking), 102(1) (making automatic firearm), 103(1) (importing or exporting knowing it is unauthorized) or 104.1(1) (altering cartridge magazine) or section 264 (criminal harassment),

**b)** d'une infraction visée aux paragraphes 85(1) (usage d'une arme à feu lors de la perpétration d'une infraction), 85(2) (usage d'une fausse arme à feu lors de la perpétration d'une infraction), 95(1) (possession d'une arme à feu prohibée ou à autorisation restreinte avec des munitions), 99(1) (trafic d'armes), 100(1) (possession en vue de faire le trafic d'armes), 102(1) (fabrication d'une arme automatique), 103(1) (importation ou exportation non autorisées — infraction délibérée) ou 104.1(1) (modification d'un chargeur) ou à l'article 264 (harcèlement criminel);

**4 The Act is amended by adding the following after section 110:**

**4 La même loi est modifiée par adjonction, après l'article 110, de ce qui suit :**

**Application for emergency prohibition order**

**Demande d'une ordonnance d'interdiction d'urgence**

**110.1 (1)** Any person may make an *ex parte* application to a provincial court judge for an order prohibiting another person from possessing any firearm, cross-bow, prohibited weapon, restricted weapon, prohibited device, ammunition, prohibited ammunition or explosive substance, or all such things, if the person believes on

**110.1 (1)** Toute personne peut présenter une demande *ex parte* à un juge de la cour provinciale afin qu'il rende une ordonnance interdisant à une autre personne d'avoir en sa possession des armes à feu, arbalètes, armes prohibées, armes à autorisation restreinte, dispositifs prohibés, munitions, munitions prohibées et substances

reasonable grounds that it is not desirable in the interests of the safety of the person against whom the order is sought or of any other person that the person against whom the order is sought should possess any such thing.

#### Emergency prohibition order

(2) If, at the conclusion of a hearing of an application made under subsection (1), the provincial court judge is satisfied that the circumstances referred to in that subsection exist and that an order should be made without delay to ensure the immediate protection of any person, the judge shall make an order prohibiting the person against whom the order is sought from possessing any firearm, cross-bow, prohibited weapon, restricted weapon, prohibited device, ammunition, prohibited ammunition or explosive substance, or all such things, for a period not exceeding 30 days, as is specified in the order, beginning on the day on which the order is made.

#### Service of order

(3) A copy of the order shall be served on the person to whom the order is addressed in the manner that the provincial court judge directs or in accordance with the rules of court.

#### Warrant to search and seize

(4) If a provincial court judge is satisfied by information on oath that there are reasonable grounds to believe that a person who is subject to an order made under subsection (2) possesses, in a building, receptacle or place, any thing the possession of which is prohibited by the order, and that it is not desirable in the interests of the safety of the person, or of any other person, for the person to possess the thing, the judge may issue a warrant authorizing a peace officer to search the building, receptacle or place and seize any such thing, and every authorization, licence or registration certificate relating to any such thing, that is held by or in the possession of the person.

#### Search and seizure without warrant

(5) If, in respect of a person who is subject to an order made under subsection (2), a peace officer is satisfied that there are reasonable grounds to believe that it is not desirable, in the interests of the safety of the person, or of any other person, for the person to possess any thing the possession of which is prohibited by the order, the peace officer may, where the grounds for obtaining a warrant under subsection (4) exist but, by reason of a possible danger to the safety of the person or any other person, it would not be practicable to obtain a warrant, search for and seize any such thing, and any authorization, licence or registration certificate relating to any such thing, that is held by or in the possession of the person.

explosives, ou l'un ou plusieurs de ces objets, si elle a des motifs raisonnables de croire qu'il ne serait pas souhaitable pour la sécurité de qui que ce soit que l'autre personne soit autorisée à les avoir en sa possession.

#### Ordonnance d'interdiction d'urgence

(2) Si, au terme de l'audition, il est convaincu de l'existence des motifs visés au paragraphe (1) et que l'ordonnance devrait être rendue sans délai afin d'assurer la protection immédiate de toute personne, le juge rend une ordonnance interdisant à la personne visée d'avoir en sa possession des armes à feu, arbalètes, armes prohibées, armes à autorisation restreinte, dispositifs prohibés, munitions, munitions prohibées et substances explosives, ou l'un ou plusieurs de ces objets, pour la période prévue dans l'ordonnance, qui est d'au plus trente jours à compter de la date où elle est rendue.

#### Signification

(3) Une copie de l'ordonnance est signifiée à la personne qu'elle vise; la signification se fait selon les règles du tribunal ou de la façon dont le juge l'ordonne.

#### Mandat de perquisition et saisie

(4) S'il est convaincu, par une dénonciation sous serment, qu'il y a des motifs raisonnables de croire que la personne qui fait l'objet de l'ordonnance prévue au paragraphe (2) a en sa possession, dans un bâtiment, contenant ou lieu, tout objet visé par l'ordonnance et que cela n'est pas souhaitable pour la sécurité de qui que ce soit, un juge de la cour provinciale peut délivrer un mandat autorisant un agent de la paix à perquisitionner dans le bâtiment, contenant ou lieu et à saisir les objets visés par l'ordonnance, ainsi que les autorisations, permis ou certificats d'enregistrement afférents à ces objets, dont elle est titulaire ou qui sont en sa possession.

#### Perquisition sans mandat

(5) Si les conditions pour l'obtention du mandat visé au paragraphe (4) sont réunies mais que l'urgence de la situation, suscitée par les risques pour la sécurité de la personne qui fait l'objet d'une ordonnance rendue en vertu du paragraphe (2) ou pour celle d'autrui, la rend difficilement réalisable, l'agent de la paix peut, sans mandat, perquisitionner et saisir les objets dont la possession est interdite par l'ordonnance, de même que les autorisations, permis ou certificats d'enregistrement — dont la personne est titulaire ou qui sont en sa possession — afférents à ces objets, lorsqu'il est convaincu qu'il existe des motifs raisonnables de croire qu'il n'est pas souhaitable pour la sécurité de celle-ci, ni pour celle d'autrui, de lui laisser ces objets.

### Return to provincial court judge or justice

(6) A peace officer who executes a warrant referred to in subsection (4) or who conducts a search without a warrant under subsection (5) shall immediately make a return to the provincial court judge who issued the warrant or, if no warrant was issued, to a justice who might otherwise have issued a warrant, showing

(a) in the case of an execution of a warrant, the things or documents, if any, seized and the date of execution of the warrant; and

(b) in the case of a search conducted without a warrant, the grounds on which it was concluded that the peace officer was entitled to conduct the search, and the things or documents, if any, seized.

### Return of things and documents

(7) Any things or documents seized under subsection (4) or (5) from a person against whom an order has been made under subsection (2) shall be returned to the person and any things or documents surrendered by the person in accordance with the order shall be returned to the person

(a) if no date is fixed under subsection 110.2(1) for the hearing of an application made under subsection 111(1) in respect of the person, as soon as feasible after the expiry of the period specified in the order made against the person under subsection (2);

(b) if a date is fixed for the hearing but no order is made against the person under subsection 111(5), as soon as feasible after the final disposition of the application; or

(c) despite paragraphs (a) and (b), if the order made against the person under subsection (2) is revoked, as soon as feasible after the day on which it is revoked.

### Application of sections 113, 114 and 116

(8) Sections 113, 114 and 116 apply in respect of every order made under subsection (2).

### Definition of provincial court judge

(9) In this section and sections 110.2, 111, 112, 117.0101, 117.0102, 117.011 and 117.012, **provincial court judge** means a provincial court judge having jurisdiction in the territorial division where the person against whom the application for an order was brought resides.

### Order under subsection 111(5)

**110.2 (1)** If a provincial court judge makes an order under subsection 110.1(2), the judge may, on the judge's

### Rapport au juge de la cour provinciale ou au juge de paix

(6) L'agent de la paix présente, immédiatement après l'exécution du mandat visé au paragraphe (4) ou la perquisition effectuée sans mandat en vertu du paragraphe (5), au juge de la cour provinciale qui a délivré le mandat ou au juge de paix qui aurait eu compétence pour le faire un rapport précisant, outre les objets ou les documents saisis, le cas échéant, la date d'exécution du mandat ou les motifs ayant justifié la perquisition sans mandat, selon le cas.

### Remise des objets ou documents

(7) Les objets ou les documents saisis en vertu des paragraphes (4) ou (5) d'une personne contre qui une ordonnance a été rendue en vertu du paragraphe (2) doivent lui être remis et ceux remis par elle en conformité avec l'ordonnance doivent lui être restitués, selon le cas :

a) si aucune date n'est fixée au titre du paragraphe 110.2(1) pour l'audition d'une demande présentée en vertu du paragraphe 111(1) à l'égard de la personne, dès que possible après l'expiration de la période prévue dans l'ordonnance rendue contre elle au titre du paragraphe (2);

b) si une date est fixée, mais qu'aucune ordonnance n'a été rendue contre elle au titre du paragraphe 111(5), dès que possible après la décision définitive portant sur cette demande;

c) malgré les alinéas a) et b), si l'ordonnance prévue au paragraphe (2) est révoquée, dès que possible après la date de la révocation.

### Application des articles 113, 114 et 116

(8) Les articles 113, 114 et 116 s'appliquent à l'égard de toute ordonnance rendue au titre du paragraphe (2).

### Définition de juge de la cour provinciale

(9) Au présent article et aux articles 110.2, 111, 112, 117.0101, 117.0102, 117.011 et 117.012, **juge de la cour provinciale** s'entend d'un juge de la cour provinciale compétent dans la circonscription territoriale où réside la personne visée par l'ordonnance demandée.

### Ordonnance prévue au paragraphe 111(5)

**110.2 (1)** Lorsqu'il rend l'ordonnance prévue au paragraphe 110.1(2), le juge de la cour provinciale peut, de sa

own motion, fix a date for the hearing of an application made under subsection 111(1), and shall direct that notice of the hearing be given, in the manner that the judge may specify, to the person against whom an order under subsection 111(5) is sought.

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#### Clarification — application for order

(2) For the purpose of this section

(a) the application for the order referred to in subsection 110.1(2) is deemed, except for the purpose of subsection 111(2), to be an application made under subsection 111(1); and

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(b) if a person other than a peace officer, firearms officer or chief firearms officer made the application for the order referred to in subsection 110.1(2), the Attorney General of the province in which the application was made or, if the application was made in a territory, the Attorney General of Canada, becomes the applicant, in their place, in the application made under subsection 111(1).

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#### Date for hearing

(3) The date fixed for the hearing must be before the expiry of the period for which the order made under subsection 110.1(2) is in force. However, a provincial court judge may, before or at any time during the hearing, on application by the applicant or the person against whom an order under subsection 111(5) is sought, adjourn the hearing.

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#### Requirement relating to notice

(4) If the Attorney General becomes, under paragraph (2)(b), the applicant in an application made under subsection 111(1), the provincial court judge shall, as soon as feasible but not later than 15 days before the date fixed under subsection (1), cause notice of that application and of the date fixed under subsection (1) to be served on that Attorney General.

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#### Cancellation of hearing

(5) If a provincial court judge revokes an order made under subsection 110.1(2) against a person before the application for an order sought under subsection 111(5) against the person is heard, the judge shall cancel the hearing.

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**5 Subsection 111(11) of the Act is repealed.**

**6 Section 112 of the Act is replaced by the following:**

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propre initiative, fixer la date à laquelle il entendra la demande présentée en vertu du paragraphe 111(1). Le cas échéant, il ordonne que la personne contre qui l'ordonnance prévue au paragraphe 111(5) est demandée en soit avisée de la manière qu'il indique.

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#### Précision — demande d'ordonnance

(2) Pour l'application du présent article :

a) la demande visant l'ordonnance prévue au paragraphe 110.1(2) est réputée, sauf pour l'application du paragraphe 111(2), être présentée en vertu du paragraphe 111(1);

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b) si l'auteur de la demande visant l'ordonnance prévue au paragraphe 110.1(2) n'est pas un agent de la paix, un préposé aux armes à feu ou le contrôleur des armes à feu, le procureur général de la province où la demande a été présentée ou, si elle l'a été dans un territoire, le procureur général du Canada, devient le demandeur à sa place dans la demande présentée en vertu du paragraphe 111(1).

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#### Date de l'audition

(3) La date fixée pour l'audition doit précéder la date à laquelle l'ordonnance visée au paragraphe 110.1(2) cesse d'avoir effet. Toutefois, un juge de la cour provinciale peut, avant ou en tout temps pendant l'audition, ajourner celle-ci sur demande du demandeur ou de la personne contre qui l'ordonnance prévue au paragraphe 111(5) est demandée.

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#### Exigence — avis

(4) Si le procureur général devient, au titre de l'alinéa (2)b), le demandeur dans la demande présentée en vertu du paragraphe 111(1), le juge de la cour provinciale doit, dès que possible, mais au plus tard quinze jours avant la date fixée au titre du paragraphe (1), faire donner avis de la demande et de la date fixée au titre du paragraphe (1) au procureur général.

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#### Annulation de l'audition

(5) S'il révoque l'ordonnance rendue contre une personne en vertu du paragraphe 110.1(2) avant que la demande visant l'ordonnance prévue au paragraphe 111(5) dont elle fait l'objet ne soit entendue, le juge de la cour provinciale annule l'audition.

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**5 Le paragraphe 111(11) de la même loi est abrogé.**

**6 L'article 112 de la même loi est remplacé par ce qui suit :**

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**Revocation of prohibition order under subsection 110.1(2) or 111(5)**

**112** A provincial court judge may, on application by the person against whom an order is made under subsection 110.1(2) or 111(5), revoke the order if satisfied that the circumstances for which it was made have ceased to exist.

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**7 Subsection 113(4) of the Act is replaced by the following:**

**When order can be made**

**(4)** For greater certainty, an order under subsection (1) may be made during proceedings for an order under subsection 109(1), 110(1), 110.1(2), 111(5), 117.05(4) or 515(2), paragraph 732.1(3)(d) or subsection 810(3).

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**8 Subsection 115(1.1) of the Act is replaced by the following:**

**Exception**

**(1.1)** Subsection (1) does not apply in respect of an order made under subsection 110.1(2) or section 515.

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**9 Subsection 116(2) of the Act is replaced by the following:**

**Duration of revocation or amendment**

**(2)** An authorization, a licence and a registration certificate relating to a thing the possession of which is prohibited by an order made under subsection 110.1(2) or section 515 is revoked, or amended, as the case may be, only in respect of the period during which the order is in force.

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**10 The Act is amended by adding the following after the heading before section 117.011:**

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**Application for emergency limitations on access order**

**117.0101 (1)** Any person may make an *ex parte* application to a provincial court judge for an order under this section if the person believes on reasonable grounds that

**(a)** the person against whom the order is sought cohabits with, or is an associate of, another person who is prohibited by any order made under this Act or any other Act of Parliament from possessing any firearm, cross-bow, prohibited weapon, restricted weapon, prohibited device, ammunition, prohibited ammunition or explosive substance, or all such things; and

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**Révocation de l'ordonnance prévue aux paragraphes 110.1(2) ou 111(5)**

**112** Le juge de la cour provinciale peut, sur demande de la personne visée par une ordonnance d'interdiction rendue en application des paragraphes 110.1(2) ou 111(5), révoquer l'ordonnance lorsqu'il est convaincu qu'elle n'est plus justifiée eu égard aux circonstances.

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**7 Le paragraphe 113(4) de la même loi est remplacé par ce qui suit :**

**Quand l'ordonnance peut être rendue**

**(4)** Il demeure entendu que l'ordonnance peut être rendue lorsque des procédures sont engagées en application des paragraphes 109(1), 110(1), 110.1(2), 111(5), 117.05(4) ou 515(2), de l'alinéa 732.1(3)d) ou du paragraphe 810(3).

10

**8 Le paragraphe 115(1.1) de la même loi est remplacé par ce qui suit :**

**Exception**

**(1.1)** Le paragraphe (1) ne s'applique pas aux ordonnances rendues en vertu du paragraphe 110.1(2) ou de l'article 515.

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**9 Le paragraphe 116(2) de la même loi est remplacé par ce qui suit :**

**Durée de la révocation ou de la modification**

**(2)** L'ordonnance rendue en vertu du paragraphe 110.1(2) ou de l'article 515 n'emporte la révocation ou la modification que pour la période de validité de l'ordonnance.

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**10 La même loi est modifiée par adjonction, après l'intertitre précédant l'article 117.011, de ce qui suit :**

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**Demande d'une ordonnance de restriction d'urgence**

**117.0101 (1)** Toute personne peut présenter une demande *ex parte* à un juge de la cour provinciale afin qu'il rende une ordonnance en vertu du présent article si elle a des motifs raisonnables de croire que la personne visée par la demande habite ou a des rapports avec un particulier qui est sous le coup d'une ordonnance, rendue en vertu de la présente loi ou de toute autre loi fédérale, lui interdisant d'avoir en sa possession des armes à feu, arbalètes, armes prohibées, armes à autorisation restreinte, dispositifs prohibés, munitions, munitions prohibées et substances explosives, ou l'un ou plusieurs de ces objets, et qui aurait ou pourrait avoir accès à de tels objets que celle-ci a en sa possession.

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(b) the other person would or might have access to any such thing that is in the possession of the person against whom the order is sought.

#### Emergency limitations on access order

(2) If, at the conclusion of a hearing of an application made under subsection (1), the provincial court judge is satisfied that the circumstances referred to in that subsection exist and that an order should be made without delay to ensure the immediate protection of any person, the judge shall make an order in respect of the person against whom the order is sought, for a period not exceeding 30 days, as is specified in the order, beginning on the day on which the order is made, imposing any terms and conditions on the person's use and possession of any thing referred to in subsection (1) that the judge considers appropriate.

#### Service of order

(3) A copy of the order shall be served on the person to whom the order is addressed in the manner that the provincial court judge directs or in accordance with the rules of court.

#### Terms and conditions

(4) In determining terms and conditions under subsection (2), the provincial court judge shall impose terms and conditions that are the least intrusive as possible, bearing in mind the purpose of the order.

#### Warrant to search and seize

(5) If a provincial court judge is satisfied by information on oath that there are reasonable grounds to believe that a person who is subject to an order made under subsection (2) possesses, in a building, receptacle or place, any thing the use and possession of which is subject to terms and conditions under the order, and that it is not desirable in the interests of the safety of the person, or of any other person, for the person to possess the thing, the judge may issue a warrant authorizing a peace officer to search the building, receptacle or place and seize any such thing that is in the possession of the person.

#### Search and seizure without warrant

(6) If, in respect of a person who is subject to an order made under subsection (2), a peace officer is satisfied that there are reasonable grounds to believe that it is not desirable, in the interests of the safety of the person, or of any other person, for the person to possess any thing the use and possession of which is subject to terms and conditions under the order, the peace officer may, where the grounds for obtaining a warrant under subsection (5) exist but, by reason of a possible danger to the safety of the person or any other person, it would not be practicable to

#### Ordonnance de restriction d'urgence

(2) Si, au terme de l'audition, il est convaincu de l'existence des motifs visés au paragraphe (1) et que l'ordonnance devrait être rendue sans délai afin d'assurer la protection immédiate de toute personne, le juge rend une ordonnance imposant à la personne visée les conditions qu'il estime indiquées relativement à l'utilisation ou à la possession de tout objet visé à ce paragraphe pour la période prévue dans l'ordonnance, qui est d'au plus trente jours à compter de la date où elle est rendue.

#### Signification

(3) Une copie de l'ordonnance est signifiée à la personne qu'elle vise; la signification se fait selon les règles du tribunal ou de la façon dont le juge l'ordonne.

#### Conditions

(4) Toutefois, compte tenu de l'objet de l'ordonnance, le juge impose des conditions aussi libérales que possible.

#### Mandat de perquisition et saisie

(5) S'il est convaincu, par une dénonciation sous serment, qu'il y a des motifs raisonnables de croire que la personne qui fait l'objet d'une ordonnance prévue au paragraphe (2) a en sa possession, dans un bâtiment, contenant ou lieu, tout objet visé par l'ordonnance et que cela n'est pas souhaitable pour la sécurité de qui que ce soit, un juge de la cour provinciale peut délivrer un mandat autorisant un agent de la paix à perquisitionner dans le bâtiment, contenant ou lieu et à saisir ces objets.

#### Perquisition sans mandat

(6) Lorsque les conditions pour l'obtention du mandat visé au paragraphe (5) sont réunies mais que l'urgence de la situation, suscitée par les risques pour la sécurité de la personne qui fait l'objet d'une ordonnance rendue en vertu du paragraphe (2) ou pour celle d'autrui, la rend difficilement réalisable, l'agent de la paix peut, sans mandat, perquisitionner et saisir les objets visés par l'ordonnance qui sont en sa possession, lorsqu'il est convaincu qu'il existe des motifs raisonnables de croire qu'il n'est pas

obtain a warrant, search for and seize any such thing that is in the possession of the person.

#### Return to provincial court judge or justice

(7) A peace officer who executes a warrant referred to in subsection (5) or who conducts a search without a warrant under subsection (6) shall immediately make a return to the provincial court judge who issued the warrant or, if no warrant was issued, to a justice who might otherwise have issued a warrant, showing

(a) in the case of an execution of a warrant, the things, if any, seized and the date of execution of the warrant; and

(b) in the case of a search conducted without a warrant, the grounds on which it was concluded that the peace officer was entitled to conduct the search, and the things, if any, seized.

#### Requirement to surrender

(8) A provincial court judge who makes an order against a person under subsection (2) may, in the order, require the person to surrender to a peace officer, a firearms officer or a chief firearms officer any thing the use or possession of which is subject to terms and conditions under the order that is in the possession of the person on the day on which the order is made, if the judge is satisfied by information on oath that it is not desirable in the interests of the safety of any person for the person to possess the thing, and if the judge does so, they shall specify in the order a reasonable period for surrendering the thing.

#### Condition

(9) A provincial court judge may issue a warrant under subsection (5) or make an order under subsection (8) only if they are satisfied that there is no other way to ensure that the terms and conditions of the order made under subsection (2) can reasonably be complied with.

#### Return of things before expiry or revocation of order

(10) A peace officer who has seized any thing under subsection (5) or (6), and a peace officer, a firearms officer or a chief firearms officer to whom any thing has been surrendered under subsection (8), may, before the expiry or revocation of the order made under subsection (2), on being issued a receipt for it, return the thing to the person from whom it was seized or who surrendered it, if the peace officer, firearms officer or chief firearms officer, as the case may be, has reasonable grounds to believe that the person will comply with the terms and conditions of the order as to the use and possession of the thing.

souhaitable pour la sécurité de celle-ci, ni pour celle d'autrui, de lui laisser ces objets.

#### Rapport au juge de la cour provinciale ou au juge de paix

(7) L'agent de la paix présente, immédiatement après l'exécution du mandat visé au paragraphe (5) ou la perquisition effectuée sans mandat en vertu du paragraphe (6), au juge de la cour provinciale qui l'a délivré ou au juge de paix qui aurait eu compétence pour le faire un rapport précisant, outre les objets saisis, le cas échéant, la date d'exécution du mandat ou les motifs ayant justifié la perquisition sans mandat, selon le cas.

#### Remise obligatoire

(8) Le juge qui rend l'ordonnance prévue au paragraphe (2) peut l'assortir d'une obligation pour la personne visée de remettre à un agent de la paix, à un préposé aux armes à feu ou au contrôleur des armes à feu tout objet visé par l'ordonnance en sa possession à la date de l'ordonnance, s'il est convaincu, par dénonciation sous serment, qu'il ne serait pas souhaitable pour la sécurité de qui que ce soit que celle-ci soit autorisée à les avoir en sa possession. Le cas échéant, l'ordonnance prévoit un délai raisonnable pour remettre les objets.

#### Condition

(9) Il peut délivrer un mandat en vertu du paragraphe (5) ou rendre une ordonnance en vertu du paragraphe (8) seulement s'il n'existe aucun autre moyen d'assurer que les conditions de l'ordonnance prise en vertu du paragraphe (2) peuvent raisonnablement être respectées.

#### Remise des objets avant l'expiration ou la révocation de l'ordonnance

(10) L'agent de la paix qui a saisi tout objet en vertu des paragraphes (5) ou (6) et l'agent de la paix, le préposé aux armes à feu ou le contrôleur des armes à feu à qui tout objet a été remis en application du paragraphe (8) peuvent, avant l'expiration ou la révocation de l'ordonnance rendue en vertu du paragraphe (2), sur remise d'un reçu à cet effet, restituer cet objet au saisi ou à la personne qui l'a remis, si l'agent de la paix, le préposé aux armes à feu ou le contrôleur des armes à feu, selon le cas, a des motifs raisonnables de croire que le saisi ou la



### Return of things after expiry or revocation of order

**(11)** Any things seized under subsection (5) or (6) from a person against whom an order has been made under subsection (2) and any things surrendered by the person under subsection (8) shall, unless already returned in accordance with subsection (10), be returned to the person

**(a)** if the order made against the person under subsection (2) is revoked, as soon as feasible after the day on which it is revoked; or

**(b)** in any other case, as soon as feasible after the expiry of the period specified in the order made against the person under subsection (2).

### Order under subsection 117.011(5)

**117.0102 (1)** If a provincial court judge makes an order under subsection 117.0101(2), the judge may, on the judge's own motion, fix a date for the hearing of an application made under subsection 117.011(1), and shall direct that notice of the hearing be given, in the manner that the judge may specify, to the person against whom an order under subsection 117.011(5) is sought.

### Clarification — application for order

**(2)** For the purpose of this section,

**(a)** the application for the order referred to in subsection 117.0101(2) is deemed, except for the purpose of subsection 117.011(2), to be an application made under subsection 117.011(1); and

**(b)** if a person other than a peace officer, firearms officer or chief firearms officer made the application for the order referred to in subsection 117.0101(2), the Attorney General of the province in which the application was made or, if the application was made in a territory, the Attorney General of Canada, becomes the applicant, in their place, in the application made under subsection 117.011(1).

### Date for hearing

**(3)** The date fixed for the hearing must be before the expiry of the period for which the order made under subsection 117.0101(2) is in force. However, a provincial court judge may, before or at any time during the hearing, on application by the applicant or the person against whom an order under subsection 117.011(5) is sought, adjourn the hearing.

personne respectera les conditions de l'ordonnance quant à l'utilisation et la possession de l'objet.

### Remise des objets après l'expiration ou la révocation de l'ordonnance

**(11)** Les objets saisis en vertu des paragraphes (5) ou (6) d'une personne contre qui une ordonnance a été rendue en vertu du paragraphe (2) ou remis par celle-ci en application du paragraphe (8) doivent, sauf s'ils ont déjà été remis conformément au paragraphe (10), être restitués à la personne, selon le cas :

**a)** si l'ordonnance rendue en vertu du paragraphe (2) est révoquée, dès que possible après la date de la révocation;

**b)** dans tout autre cas, dès que possible après l'expiration de la période prévue dans l'ordonnance rendue en vertu du paragraphe (2).

### Ordonnance prévue au paragraphe 117.011(5)

**117.0102 (1)** Lorsqu'il rend l'ordonnance prévue au paragraphe 117.0101(2), le juge de la cour provinciale peut, de sa propre initiative, fixer la date à laquelle il entendra la demande présentée en vertu du paragraphe 117.011(1). Le cas échéant, il ordonne que la personne contre qui l'ordonnance prévue au paragraphe 117.011(5) est demandée en soit avisée de la manière qu'il indique.

### Précision — demande d'ordonnance

**(2)** Pour l'application du présent article :

**a)** la demande visant l'ordonnance prévue au paragraphe 117.0101(2) est réputée, sauf pour l'application du paragraphe 117.011(2), être une demande présentée en vertu du paragraphe 117.011(1);

**b)** si l'auteur de la demande visant l'ordonnance prévue au paragraphe 117.0101(2) n'est pas un agent de la paix, un préposé aux armes à feu ou le contrôleur des armes à feu, le procureur général de la province où la demande a été présentée ou, si elle l'a été dans un territoire, le procureur général du Canada, devient le demandeur à sa place dans la demande présentée en vertu du paragraphe 117.011(1).

### Date de l'audition

**(3)** La date fixée pour l'audition doit précéder la date à laquelle l'ordonnance prévue au paragraphe 117.0101(2) cesse d'avoir effet. Toutefois, un juge de la cour provinciale peut, avant ou en tout temps pendant l'audition, ajourner celle-ci sur demande du demandeur ou de la personne contre qui l'ordonnance prévue au paragraphe 117.011(5) est demandée.

### Requirement relating to notice

(4) If the Attorney General becomes, under paragraph (2)(b), the applicant in an application made under subsection 117.011(1), the provincial court judge shall, as soon as feasible but not later than 15 days before the date fixed under subsection (1), cause notice of that application and of the date fixed under subsection (1) to be served on that Attorney General.

### Cancellation of hearing

(5) If a provincial court judge revokes an order made under subsection 117.0101(2) against a person before the application for an order sought under subsection 117.011(5) against the person is heard, the judge shall cancel the hearing.

**11 Section 117.012 of the Act is replaced by the following:**

#### Revocation of order under subsection 117.0101(2) or 117.011(5)

**117.012** A provincial court judge may, on application by the person against whom an order is made under subsection 117.0101(2) or 117.011(5), revoke the order if satisfied that the circumstances for which it was made have ceased to exist.

**12 Subsection 117.07(2) of the Act is amended by striking out “or” at the end of paragraph (g) and by adding the following after paragraph (h):**

(i) a person employed by the Bank of Canada or the Royal Canadian Mint who is responsible for the security of its facilities; or

(j) a person employed by any federal agency or body, other than a person employed in the federal public administration, who is responsible for the security of that agency's or body's facilities and is prescribed to be a public officer.

**13 Paragraph (a) of the definition *offence* in section 183 of the Act is amended by adding the following after subparagraph (xviii):**

(xviii.1) section 104.1 (altering cartridge magazine),

### Replacement of “10” and “ten” with “14”

**14 The Act is amended by replacing “10” and “ten” with “14” in the following provisions:**

(a) paragraph 95(2)(a);

(b) paragraph 96(2)(a);

### Exigence – avis

(4) Si le procureur général devient, au titre de l'alinéa (2)b), le demandeur dans la demande présentée en vertu du paragraphe 117.011(1), le juge de la cour provinciale doit, dès que possible, mais au plus tard quinze jours avant la date fixée au titre du paragraphe (1), faire donner avis de la demande et de la date fixée au titre du paragraphe (1) au procureur général.

### Annulation de l'audition

(5) S'il révoque l'ordonnance rendue contre une personne en vertu du paragraphe 117.0101(2) avant que la demande visant l'ordonnance prévue au paragraphe 117.011(5) contre cette personne ne soit entendue, le juge de la cour provinciale annule l'audition.

**11 L'article 117.012 de la même loi est remplacé par ce qui suit :**

#### Révocation de l'ordonnance prévue aux paragraphes 117.0101(2) ou 117.011(5)

**117.012** Le juge de la cour provinciale peut, sur demande de la personne visée par une ordonnance rendue en application des paragraphes 117.0101(2) ou 117.011(5), révoquer l'ordonnance lorsqu'il est convaincu qu'elle n'est plus justifiée eu égard aux circonstances.

**12 Le paragraphe 117.07(2) de la même loi est modifié par adjonction, après l'alinéa h), de ce qui suit :**

i) les employés de la Banque du Canada ou de la Monnaie royale du Canada qui sont responsables de la sécurité des installations de ces entités;

j) les employés de tout agence ou organisme fédéral, autres que les employés de l'administration publique fédérale, qui sont responsables de la sécurité des installations de cette agence ou de cet organisme et qui sont désignés fonctionnaires publics par règlement.

**13 L'alinéa a) de la définition de *infraction*, à l'article 183 de la même loi, est modifié par adjonction, après le sous-alinéa (xviii), de ce qui suit :**

(xviii.1) l'article 104.1 (modification d'un chargeur),

### Remplacement de « dix » par « quatorze »

**14 Dans les dispositions ci-après de la même loi, « dix » est remplacé par « quatorze » :**

a) l'alinéa 95(2)a);

b) l'alinéa 96(2)a);

(c) the portion of subsection 99(2) before paragraph (a) and subsection 99(3);

(d) the portion of subsection 100(2) before paragraph (a) and subsection 100(3); and

(e) the portion of subsection 103(2) before paragraph (a) and subsection 103(2.1). 5

1995, c. 39

## Firearms Act

### Amendments to the Act

**15 (1) Subsection 12(1) of the *Firearms Act* is replaced by the following:**

#### Prohibited firearms — individuals

**12 (1)** An individual who is otherwise eligible to hold a licence is not eligible to hold a licence authorizing the individual to possess prohibited firearms except as provided in this section and section 12.01. 10

**(2) Subsections 12(8) and (9) of the Act are repealed.**

**16 The Act is amended by adding the following after section 12:** 15

#### Non-permissive storage — May 1, 2020 prohibition by Order in Council

**12.01 (1)** An individual is eligible to hold a licence authorizing the individual to possess a firearm that was prescribed to be a prohibited firearm by the *Regulations Amending the Regulations Prescribing Certain Firearms and Other Weapons, Components and Parts of Weapons, Accessories, Cartridge Magazines, Ammunition and Projectiles as Prohibited, Restricted or Non-Restricted*, made by Order in Council P.C. 2020-298 of May 1, 2020 and registered as SOR/2020-96, if 20 25

(a) the individual possessed the firearm on the prescribed date, or had acquired it by that day;

(b) in the case where the firearm was a restricted firearm, on that day, the individual held a registration certificate for the firearm or had applied for a registration certificate that was subsequently issued for the firearm; 30

(c) before the prescribed date, the individual applied for a registration certificate that was subsequently issued for the firearm and provided the prescribed information relating to the storage of the firearm to a chief firearms officer; and 35

c) le passage du paragraphe 99(2) précédant l'alinéa a) et le paragraphe 99(3);

d) le passage du paragraphe 100(2) précédant l'alinéa a) et le paragraphe 100(3);

e) le passage du paragraphe 103(2) précédant l'alinéa a) et le paragraphe 103(2.1). 5

1995, ch. 39

## Loi sur les armes à feu

### Modification de la loi

**15 (1) Le paragraphe 12(1) de la *Loi sur les armes à feu* est remplacé par ce qui suit :**

#### Armes à feu prohibées : particuliers

**12 (1)** Le particulier admissible au permis ne peut devenir titulaire d'un permis de possession d'armes à feu prohibées qu'aux conditions énoncées au présent article et à l'article 12.01. 10

**(2) Les paragraphes 12(8) et (9) de la même loi sont abrogés.**

**16 La même loi est modifiée par adjonction, après l'article 12, de ce qui suit :** 15

#### Prohibition par décret du 1<sup>er</sup> mai 2020 : entreposage seulement

**12.01 (1)** Est admissible au permis autorisant la possession d'armes à feu qui sont désignées comme armes à feu prohibées en vertu du *Règlement modifiant le Règlement désignant des armes à feu, armes, éléments ou pièces d'armes, accessoires, chargeurs, munitions et projectiles comme étant prohibés, à autorisation restreinte ou sans restriction*, pris par le décret C.P. 2020-298 du 1<sup>er</sup> mai 2020 et portant le numéro d'enregistrement DORS/2020-96, le particulier qui, à la fois : 20 25

a) à la date réglementaire, possédait ou avait acquis une telle arme à feu;

b) dans le cas où l'arme à feu était une arme à feu à autorisation restreinte, à cette date, était titulaire du certificat d'enregistrement afférent ou avait présenté une demande de certificat d'enregistrement pour une telle arme, lequel certificat a été délivré par la suite; 30

c) avant la date réglementaire, a présenté une demande de certificat d'enregistrement pour une telle arme à feu, lequel certificat a été délivré par la suite, et a fourni les renseignements réglementaires relatifs à 35

**(d)** beginning on the prescribed date, the individual provides the information referred to in paragraph (c) to a chief firearms officer

**(i)** when an application is made to renew the licence, 5

**(ii)** when an application is made for an authorization to transport the firearm for storage, and

**(iii)** within 30 days after the day on which a prescribed change is made with respect to the storage of the firearm at the place where the firearm is stored. 10

#### Non-permissive storage — regulations re prohibited firearms

**(2)** An individual is, in the prescribed circumstances, eligible to hold a licence authorizing the individual to possess a firearm prescribed by a provision of regulations made under section 117.15 of the *Criminal Code* to be a prohibited firearm if 15

**(a)** the individual possessed the firearm on the prescribed date, or had acquired it by that day;

**(b)** in the case where the firearm was a restricted firearm, on that day, the individual held a registration certificate for the firearm or had applied for a registration certificate that was subsequently issued for the firearm; 20

**(c)** before the prescribed date, the individual applied for a registration certificate that was subsequently issued for the firearm and provided the prescribed information relating to the storage of the firearm to a chief firearms officer; and 25

**(d)** beginning on the prescribed date, the individual provides the information referred to in paragraph (c) to a chief firearms officer 30

**(i)** when an application is made to renew the licence,

**(ii)** when an application is made for an authorization to transport the firearm for storage, and 35

**(iii)** within 30 days after the day on which a prescribed change is made with respect to the storage of the firearm at the place where the firearm is stored.

l'entreposage de l'arme à feu au contrôleur des armes à feu;

**d)** à compter de la date réglementaire, fournit les renseignements visés à l'alinéa c) au contrôleur des armes à feu : 5

**(i)** lors de la présentation d'une demande de renouvellement du permis,

**(ii)** lors de la présentation d'une demande d'autorisation de transport afférente à l'arme à feu aux fins d'entreposage, 10

**(iii)** dans les trente jours qui suivent la date à laquelle est apportée une modification réglementaire relative à l'entreposage de l'arme à feu dans le lieu où elle est entreposée.

#### Armes à feu prohibées visées par les règlements : entreposage seulement

**(2)** Dans les situations prévues par règlement, est admissible au permis autorisant la possession d'armes à feu qui sont désignées comme armes à feu prohibées en vertu d'une disposition des règlements d'application de l'article 117.15 du *Code criminel*, le particulier qui, à la fois : 15

**a)** à la date réglementaire, possédait ou avait acquis une telle arme à feu; 20

**b)** dans le cas où l'arme à feu était une arme à feu à autorisation restreinte, à cette date, était titulaire du certificat d'enregistrement afférent ou avait présenté une demande de certificat d'enregistrement pour une telle arme, lequel certificat a été délivré par la suite; 25

**c)** avant la date réglementaire, a présenté une demande de certificat d'enregistrement pour une telle arme à feu, lequel certificat a été délivré par la suite, et a fourni les renseignements réglementaires relatifs à l'entreposage de l'arme à feu au contrôleur des armes à feu; 30

**d)** à compter de la date réglementaire, fournit les renseignements visés à l'alinéa c) au contrôleur des armes à feu : 35

**(i)** lors de la présentation d'une demande de renouvellement du permis,

**(ii)** lors de la présentation d'une demande d'autorisation de transport afférente à l'arme à feu aux fins d'entreposage, 40

**(iii)** dans les trente jours qui suivent la date à laquelle est apportée une modification réglementaire

### No further acquisition

(3) A licence referred to in subsection (1) or (2) does not authorize the holder to acquire any prohibited firearms referred to in that subsection.

### Exception — upper receiver

12.02 The upper receiver of a firearm referred to in item 87 of Part 1 of the schedule to the *Regulations Prescribing Certain Firearms and Other Weapons, Components and Parts of Weapons, Accessories, Cartridge Magazines, Ammunition and Projectiles as Prohibited, Restricted or Non-Restricted* for which an individual holds a licence referred to in subsection 12.01(1) is not considered to be a prohibited device if the firearm is equipped with it on the date referred to in paragraph 12.01(1)(a) and it remains attached to the firearm.

17 Section 17 of the Act is replaced by the following:

### Places where prohibited and restricted firearms may be possessed

17 Subject to sections 19 and 20, a prohibited firearm or restricted firearm, the holder of the registration certificate for which is an individual, may be possessed only at the dwelling-house of the individual, as recorded in the Canadian Firearms Registry, or at a business or any other place authorized by a chief firearms officer.

18 (1) The portion of subsection 19(1) of the Act before paragraph (a) is replaced by the following:

### Transporting and using prohibited firearms or restricted firearms

19 (1) Subject to paragraph 58.01(1)(b), an individual who holds a licence authorizing the individual to possess prohibited firearms or restricted firearms may be authorized to transport a particular prohibited firearm or restricted firearm between two or more specified places for any good and sufficient reason, including, without restricting the generality of the foregoing,

(2) Subsections 19(1.1) and (2) of the Act are replaced by the following:

### Target practice or competition

(1.1) In the case of an authorization to transport issued for a reason referred to in paragraph (1)(a) within the province where the holder of the authorization resides, the specified places must include all shooting clubs and

relative à l'entreposage de l'arme à feu dans le lieu où elle est entreposée.

### Interdiction d'acquisition

(3) Le titulaire du permis visé aux paragraphes (1) ou (2) n'est pas habilité à acquérir une arme à feu prohibée mentionnée à ces paragraphes.

### Exception : carcasse supérieure

12.02 N'est pas considérée comme un dispositif prohibé — si elle demeure attachée à l'arme à feu en question — la carcasse supérieure dont était munie, à la date mentionnée à l'alinéa 12.01(1)a), l'arme à feu mentionnée à l'article 87 de la partie 1 de l'annexe du *Règlement désignant des armes à feu, armes, éléments ou pièces d'armes, accessoires, chargeurs, munitions et projectiles comme étant prohibés, à autorisation restreinte ou sans restriction* pour laquelle un particulier est titulaire du permis mentionné au paragraphe 12.01(1).

17 L'article 17 de la même loi est remplacé par ce qui suit :

### Lieu de possession

17 Sous réserve des articles 19 et 20, une arme à feu prohibée ou une arme à feu à autorisation restreinte enregistrée au nom d'un particulier ne peut être gardée que dans la maison d'habitation notée au Registre canadien des armes à feu, ou dans les établissements d'une entreprise ou en tout autre lieu autorisés par le contrôleur des armes à feu.

18 (1) Le passage du paragraphe 19(1) de la même loi précédant l'alinéa a) est remplacé par ce qui suit :

### Transport et usage d'armes à feu prohibées ou d'armes à feu à autorisation restreinte

19 (1) Sous réserve de l'alinéa 58.01(1)b), le particulier titulaire d'un permis de possession d'armes à feu prohibées ou d'armes à feu à autorisation restreinte peut être autorisé à en transporter une en particulier entre des lieux précis pour toute raison valable, notamment :

(2) Les paragraphes 19(1.1) et (2) de la même loi sont remplacés par ce qui suit :

### Tir à la cible ou compétition de tir

(1.1) Dans le cas d'une autorisation de transport délivrée pour l'une des raisons mentionnées à l'alinéa (1)a) pour la province de résidence du titulaire de l'autorisation, les lieux qui y sont précisés comprennent tous les clubs de

shooting ranges that are approved under section 29 and that are located in that province.

**Exception for prohibited firearms other than prohibited handguns**

(2) Despite subsection (1), an individual must not be authorized to transport a prohibited firearm — other than a handgun referred to in subsection 12(6.1) — between specified places except

(a) in the case of a prohibited firearm referred to in subsection 12.01(1) or (2), for the purposes referred to in subparagraphs (1)(b)(i) to (iii); and

(b) in all other cases, for the purposes referred to in paragraph (1)(b).

(3) The portion of subsection 19(2.1) of the Act before paragraph (a) is replaced by the following:

**Automatic authorization to transport — licence renewal**

(2.1) Subject to subsection (2.3), an individual who holds a licence authorizing the individual to possess prohibited firearms — other than prohibited firearms referred to in subsection 12.01(1) or (2) — or restricted firearms must, if the licence is renewed, be authorized to transport them within the individual's province of residence

(4) Section 19 of the Act is amended by adding the following after subsection (2.1):

**Exception — paragraph 58.01(1)(b)**

(2.11) Despite subsection (2.1), an individual must not be authorized under that subsection to transport a handgun — other than a handgun referred to in subsection 58.01(7) — to or from a place that is within the boundaries of a municipality where the conditions referred to in paragraph 58.01(1)(b) apply.

19 Section 20 of the French version of the Act is replaced by the following:

**Port d'armes à feu à autorisation restreinte et d'armes de poing**

20 Le particulier titulaire d'un permis de possession d'armes à feu à autorisation restreinte ou d'armes de poing visées au paragraphe 12(6.1) (armes de poing : 1<sup>er</sup> décembre 1998) peut être autorisé à en posséder une en particulier en un lieu autre que celui où il est permis de la posséder, s'il en a besoin :

a) soit pour protéger sa vie ou celle d'autrui;

tir et tous les champs de tir de cette province agréés conformément à l'article 29.

**Exception : armes à feu prohibées autres que les armes de poing prohibées**

(2) Malgré le paragraphe (1), le particulier ne peut être autorisé à transporter une arme à feu prohibée — autre qu'une arme de poing visée au paragraphe 12(6.1) — entre des lieux précis sauf pour les raisons suivantes :

a) dans le cas d'une arme à feu prohibée mentionnée aux paragraphes 12.01(1) ou (2), pour les raisons visées aux sous-alinéas (1)b)(i) à (iii);

b) dans les autres cas, pour les raisons visées à l'alinéa (1)b).

(3) Le passage du paragraphe 19(2.1) de la même loi précédant l'alinéa a) est remplacé par ce qui suit :

**Autorisation de transport automatique : renouvellement**

(2.1) Sous réserve du paragraphe (2.3), le particulier titulaire d'un permis de possession d'armes à feu prohibées — autre qu'une arme à feu prohibée mentionnée au paragraphe 12.01(1) ou (2) — ou d'armes à feu à autorisation restreinte doit, si son permis est renouvelé, être autorisé, dans sa province de résidence, à les transporter :

(4) L'article 19 de la même loi est modifié par adjonction, après le paragraphe (2.1), de ce qui suit :

**Exception : alinéa 58.01(1)(b)**

(2.11) Le paragraphe (2.1) n'autorise pas le particulier à transporter une arme de poing, autre qu'une arme de poing mentionnée au paragraphe 58.01(7), vers un lieu situé sur le territoire d'une municipalité où les conditions mentionnées à l'alinéa 58.01(1)b) s'appliquent ou à partir de ce lieu.

19 L'article 20 de la version française de la même loi est remplacé par ce qui suit :

**Port d'armes à feu à autorisation restreinte et d'armes de poing**

20 Le particulier titulaire d'un permis de possession d'armes à feu à autorisation restreinte ou d'armes de poing visées au paragraphe 12(6.1) (armes de poing : 1<sup>er</sup> décembre 1998) peut être autorisé à en posséder une en particulier en un lieu autre que celui où il est permis de la posséder, s'il en a besoin :

a) soit pour protéger sa vie ou celle d'autrui;

**b)** soit pour usage dans le cadre de son activité professionnelle légale.

**20 The portion of subsection 23.2(1) of the Act before paragraph (a) is replaced by the following:**

**Authorization to transfer prohibited or restricted firearms**

**23.2 (1)** A person may transfer a prohibited firearm — other than a prohibited firearm referred to in subsection 12.01(1) or (2) — or a restricted firearm if, at the time of the transfer,

**21 Section 32 of the Act is replaced by the following:**

**Mail-order transfers of firearms**

**32** A person may transfer a firearm by mail only if the prescribed conditions are complied with and the verifications, notifications, issuances and authorizations referred to in sections 21 to 28, 30 and 31 take place within a reasonable period before the transfer in the prescribed manner.

**22 The Act is amended by adding the following after section 36:**

**Importation of ammunition — individuals**

**37 (1)** An individual may import ammunition — other than prohibited ammunition — only if, at the time of the importation, they hold a valid licence and produce the licence to a customs officer.

**Exception — non-residents**

**(2)** Despite subsection (1), a non-resident who, at the time of the importation, is 18 years old or older and who does not hold a licence may import ammunition — other than prohibited ammunition — if they declare the ammunition to a customs officer by completing the prescribed form containing the prescribed information and a customs officer confirms the declaration in the prescribed manner. A declaration that is confirmed has the same effect as a valid licence for the purposes of importing the ammunition.

**Non-compliance**

**(3)** If any of the requirements of subsections (1) or (2) are not complied with, the customs officer may authorize the ammunition to be exported from that customs office or may detain the ammunition and give the individual a reasonable time to comply with those requirements.

**b)** soit pour usage dans le cadre de son activité professionnelle légale.

**20 Le passage du paragraphe 23.2(1) de la même loi précédant l'alinéa a) est remplacé par ce qui suit :**

**Cession d'armes à feu prohibées ou à autorisation restreinte**

**23.2 (1)** La cession d'une arme à feu prohibée — autre qu'une arme à feu prohibée mentionnée aux paragraphes 12.01(1) ou (2) — ou d'une arme à feu à autorisation restreinte est permise si, au moment où elle s'opère :

**21 L'article 32 de la même loi est remplacé par ce qui suit :**

**Cession par la poste**

**32** La cession d'une arme à feu par la poste est permise lorsque les conditions réglementaires sont remplies et que les vérifications, notifications, délivrances et autorisations prévues aux articles 21 à 28, 30 et 31 sont effectuées préalablement dans un délai raisonnable, selon les modalités réglementaires.

**22 La même loi est modifiée par adjonction, après l'article 36, de ce qui suit :**

**Importation de munitions : particulier**

**37 (1)** Un particulier peut importer des munitions autres que des munitions prohibées seulement si, au moment de l'importation, il est titulaire d'un permis valide qu'il produit à l'agent des douanes.

**Exception : non-résident**

**(2)** Malgré le paragraphe (1), le non-résident, âgé d'au moins dix-huit ans au moment de l'importation, qui n'est pas titulaire d'un permis peut importer des munitions autres que des munitions prohibées s'il les déclare à l'agent des douanes en remplissant le formulaire réglementaire et en fournissant les renseignements réglementaires, et si ce dernier atteste la déclaration, selon les modalités réglementaires. Une fois attestée, la déclaration a valeur de permis valide à l'égard de ces munitions aux fins d'importation.

**Non-conformité**

**(3)** Dans le cas où les conditions mentionnées aux paragraphes (1) ou (2) ne sont pas remplies, l'agent des douanes peut autoriser l'exportation des munitions à partir du bureau de douane ou les retenir et accorder au particulier un délai raisonnable pour lui permettre de les remplir.

### Disposal of ammunition

(4) If those requirements are not complied with within a reasonable time and the ammunition is not exported, a customs officer shall lawfully dispose of the ammunition.

### Non-compliance

(5) A customs officer may refuse to confirm the declaration referred to in subsection (2) if, among other things, 5

(a) the non-resident has not truthfully completed the prescribed form; or

(b) the customs officer has reasonable grounds to believe that it is desirable, in the interests of the safety of the non-resident or any other person, that the declaration not be confirmed. 10

### 23 Paragraph 54(2)(a) of the Act is replaced by the following:

(a) a chief firearms officer, in the case of a licence, an authorization to carry referred to in paragraph 20(b) or an authorization to transport; 15

(a.1) the Commissioner, in the case of an authorization to carry referred to in paragraph 20(a); or

### 24 Section 57 of the Act is replaced by the following: 20

#### Authorizations to carry or transport

57 A chief firearms officer is responsible for issuing authorizations to carry referred to in paragraph 20(b) and authorizations to transport.

#### Authorizations to carry referred to in paragraph 20(a)

57.1 The Commissioner is responsible for issuing authorizations to carry referred to in paragraph 20(a). 25

### 25 Subsections 58(1) and (1.1) of the Act are replaced by the following:

#### Conditions — chief firearms officer

58 (1) A chief firearms officer who issues a licence, an authorization to carry referred to in paragraph 20(b) or an authorization to transport may attach any condition to it that the chief firearms officer considers desirable in the particular circumstances and in the interests of the safety of the holder or any other person. 30

#### Exception — licence or authorization

(1.1) However, a chief firearms officer's power to attach a condition to a licence, an authorization to carry referred to in paragraph 20(b) or an authorization to transport is subject to the regulations. 35

### Sort des munitions

(4) Si les conditions ne sont toujours pas remplies après l'expiration du délai, l'agent des douanes dispose légalement des munitions retenues et non exportées.

### Non-conformité

(5) L'agent des douanes peut refuser d'attester la déclaration visée au paragraphe (2), notamment si le non-résident n'a pas rempli véridiquement le formulaire réglementaire ou que l'agent des douanes a des motifs raisonnables de croire qu'il est souhaitable, pour la sécurité du non-résident ou pour celle d'autrui, de ne pas l'attester. 5

### 23 L'alinéa 54(2)a) de la même loi est remplacé par ce qui suit : 10

a) au contrôleur des armes à feu, dans le cas des permis, de l'autorisation de port prévue à l'alinéa 20b) et de l'autorisation de transport;

a.1) au commissaire, dans le cas de l'autorisation de port prévue à l'alinéa 20a); 15

### 24 L'article 57 de la même loi est remplacé par ce qui suit : 20

#### Autorisations de port et de transport

57 L'autorisation de port prévue à l'alinéa 20b) et les autorisations de transport sont délivrées par le contrôleur des armes à feu. 20

#### Autorisation de port prévue à l'alinéa 20a)

57.1 Le commissaire est chargé de la délivrance des autorisations de port prévues à l'alinéa 20a). 25

### 25 Les paragraphes 58(1) et (1.1) de la même loi sont remplacés par ce qui suit : 25

#### Conditions : contrôleur des armes à feu

58 (1) Le contrôleur des armes à feu peut assortir les permis, les autorisations de port prévues à l'alinéa 20b) et les autorisations de transport des conditions qu'il estime souhaitables dans les circonstances et pour la sécurité de leur titulaire ou d'autrui. 30

#### Exception : permis ou autorisation

(1.1) Toutefois, le pouvoir du contrôleur des armes à feu d'assortir de conditions les permis, les autorisations de port prévues à l'alinéa 20b) et les autorisations de transport est assujéti aux règlements.



### Conditions — Commissioner

(1.2) Subject to the regulations, the Commissioner may attach any reasonable condition to an authorization to carry referred to in paragraph 20(a) that the Commissioner considers desirable in the particular circumstances and in the interests of the safety of the holder or any other person. 5

### 26 The Act is amended by adding the following after section 58:

#### Conditions — by-law

58.01 (1) Subject to subsection (2), the following conditions are attached to a licence authorizing an individual to possess a handgun: 10

(a) the individual must not — within the boundaries of a municipality — store a handgun at a place other than a business that is the holder of a licence that authorizes it to store prohibited firearms or restricted firearms, in the case where 15

(i) a by-law to that effect is in force in the municipality, 15

(ii) the municipality has notified the federal Minister, in the prescribed manner, of the passing of the by-law, and 20

(iii) the municipality has provided the prescribed information to the federal Minister, or a person designated by that Minister, in the prescribed manner; 25

(b) the individual must not store a handgun within the boundaries of a municipality and must not transport it to or from a place within those boundaries other than to or from a place a peace officer, firearms officer or chief firearms officer is located, to a port of exit in order to take it outside Canada, or from a port of entry in order to bring it inside Canada, in the case where 30

(i) a by-law to that effect is in force in the municipality, 30

(ii) the municipality has notified the federal Minister, in the prescribed manner, of the passing of the by-law, and 35

(iii) the municipality has provided the prescribed information to the federal Minister, or a person designated by that Minister, in the prescribed manner; and 40

(c) the individual must comply with any prescribed requirements relating to the storage — within the

### Conditions : commissaire

(1.2) Sous réserve des règlements, le commissaire peut assortir les autorisations de port prévues à l'alinéa 20a) des conditions qu'il estime souhaitables dans les circonstances et pour la sécurité de leur titulaire ou d'autrui.

### 26 La même loi est modifiée par adjonction, après l'article 58, de ce qui suit : 5

#### Conditions : règlement municipal

58.01 (1) Sous réserve du paragraphe (2), le permis autorisant la possession d'une arme de poing délivré à un particulier est assorti des conditions suivantes :

a) sur le territoire d'une municipalité, le particulier ne peut entreposer une arme de poing, sauf à l'établissement d'une entreprise titulaire d'un permis l'autorisant à entreposer des armes à feu prohibées ou à autorisation restreinte, dans le cas où : 10

(i) un règlement municipal à cet effet est en vigueur sur le territoire de la municipalité, 15

(ii) la municipalité a notifié, de la manière réglementaire, l'adoption du règlement au ministre fédéral, 20

(iii) la municipalité a fourni, de la manière réglementaire, les renseignements réglementaires au ministre fédéral ou à toute personne qu'il désigne à cette fin; 20

b) le particulier ne peut entreposer d'arme de poing sur le territoire d'une municipalité ni la transporter vers un lieu situé sur ce territoire ou à partir de ce lieu sauf si un agent de la paix, un préposé aux armes à feu ou un contrôleur des armes à feu se trouve dans ce lieu, si ce lieu est un port de sortie et que l'arme de poing y est transportée afin d'être emportée à l'extérieur du Canada ou si ce lieu est un port d'entrée et qu'elle est transportée au Canada à partir de celui-ci, dans le cas où : 30

(i) un règlement municipal à cet effet est en vigueur sur le territoire de la municipalité, 35

(ii) la municipalité a notifié, de la manière réglementaire, l'adoption du règlement au ministre fédéral, 40

(iii) la municipalité a fourni, de la manière réglementaire, les renseignements réglementaires au ministre fédéral ou à toute personne qu'il désigne à cette fin; 40

boundaries of a municipality — of a handgun, in the case where

(i) a by-law to that effect is in force in the municipality,

(ii) the municipality has notified the federal Minister, in the prescribed manner, of the passing of the by-law, and

(iii) the municipality has provided the prescribed information to the federal Minister, or a person designated by that Minister, in the prescribed manner.

c) le particulier se conforme à toute exigence réglementaire relative à l'entreposage d'une arme de poing sur le territoire d'une municipalité, dans le cas où :

(i) un règlement municipal à cet effet est en vigueur sur le territoire de la municipalité,

(ii) la municipalité a notifié, de la manière réglementaire, l'adoption du règlement au ministre fédéral,

(iii) la municipalité a fourni, de la manière réglementaire, les renseignements réglementaires au ministre fédéral ou à toute personne qu'il désigne à cette fin.

### Application of conditions

(2) The conditions referred to in paragraphs (1)(a) to (c) apply only if a period of 180 days has elapsed since the day on which a notice is sent by the federal Minister to a municipality under subsection (3).

### Application des conditions

(2) Les conditions mentionnées aux alinéas (1)a) à c) ne s'appliquent que s'il s'est écoulé cent quatre-vingts jours depuis la date de l'envoi à la municipalité, par le ministre fédéral, de la notification mentionnée au paragraphe (3).

### Notice to municipality

(3) The federal Minister must notify the municipality once the federal Minister is satisfied that the criteria referred to in paragraph (1)(a), (b) or (c) has been met, as the case may be.

### Notification : municipalité

(3) Lorsque le ministre fédéral est convaincu que la municipalité a rempli les exigences mentionnées aux alinéas (1)a), b) ou c), selon le cas, il le notifie à la municipalité.

### Notice — application of condition

(4) After a notification has been sent to a municipality under subsection (3), the Registrar must give notice, in the prescribed manner, to the holders of a registration certificate who store a handgun in the municipality in question, of

(a) the date on which a condition referred to in paragraph (1)(a), (b) or (c) applies; and

(b) the obligations with which the holders must comply.

### Notification : application de la condition

(4) Après l'envoi à une municipalité de la notification mentionnée au paragraphe (3), le directeur notifie, de la manière réglementaire, au titulaire d'un certificat d'enregistrement qui entrepose une arme de poing sur le territoire de la municipalité concernée :

a) la date à partir de laquelle la condition mentionnée à l'alinéa (1)a), b) ou c) s'applique;

b) les obligations qui incombent au titulaire.

### Notice to federal Minister

(5) A municipality must notify the federal Minister, in the prescribed manner, once a by-law referred to in subsection (1) is no longer in force.

### Notification au ministre fédéral

(5) Dès qu'un règlement mentionné au paragraphe (1) cesse d'être en vigueur, la municipalité le notifie au ministre fédéral selon les modalités réglementaires.

### Notice to licence holders

(6) After a notice referred to in subsection (5) is received by the federal Minister or if the Registrar otherwise becomes aware that a by-law referred to in subsection (1) has ceased to be in force, the Registrar must give notice, in the prescribed manner, to the holders of a licence authorizing the holder to possess prohibited firearms or restricted firearms who reside in the municipality in question of the date on which a condition ceases to apply.

### Notification : titulaire de permis

(6) Après la réception par le ministre fédéral de la notification mentionnée au paragraphe (5) ou si le directeur prend autrement connaissance qu'un règlement mentionné au paragraphe (1) cesse d'être en vigueur, le directeur notifie, de la manière réglementaire, le titulaire d'un permis de possession d'armes à feu prohibées ou à autorisation restreinte qui réside sur le territoire de la

### Exceptions

(7) The conditions referred to in paragraphs (1)(a) to (c) do not apply to a handgun

(a) that has been declared, in the prescribed manner, by an individual who holds a licence authorizing the individual to possess the handgun to be necessary for their training for a prescribed sporting competition;

(b) for which an individual holds an authorization to carry; or

(c) in the prescribed circumstances or for a prescribed purpose.

### Publication by the Commissioner

(8) The Commissioner must maintain a publicly available list of the municipalities where a condition referred to in subsection (1) applies.

**27 Subsection 67(1) of the Act is replaced by the following:**

#### Renewal — chief firearms officer

**67 (1)** A chief firearms officer may renew a licence, an authorization to carry referred to in paragraph 20(b) or an authorization to transport in the prescribed manner.

#### Renewal — Commissioner

(1.1) The Commissioner may renew an authorization to carry referred to in paragraph 20(a) in the prescribed manner.

**28 The heading before section 68 of the Act is replaced by the following:**

Refusal to Issue, Suspension and Revocation

**29 Section 68 of the Act is replaced by the following:**

#### Refusal to issue — chief firearms officer

**68 (1)** A chief firearms officer shall refuse to issue a licence if the applicant is not eligible to hold one and may refuse to issue an authorization to carry referred to in paragraph 20(b) or an authorization to transport for any good and sufficient reason.

municipalité concernée de la date où une condition cesse de s'appliquer.

### Exceptions

(7) Les conditions mentionnées aux alinéas (1)a) à c) ne s'appliquent pas relativement à une arme de poing :

a) qui a été déclarée, de la manière réglementaire, nécessaire pour l'entraînement en vue d'une compétition sportive réglementaire par le titulaire du permis autorisant sa possession;

b) pour laquelle le titulaire du permis autorisant sa possession bénéficie d'une autorisation de port;

c) dans les circonstances ou aux fins réglementaires.

### Publication par le commissaire

(8) Le commissaire tient une liste, accessible au public, des municipalités sur le territoire desquelles une condition mentionnée au paragraphe (1) s'applique.

**27 Le paragraphe 67(1) de la même loi est remplacé par ce qui suit :**

#### Renouvellement : contrôleur des armes à feu

**67 (1)** Le contrôleur des armes à feu peut renouveler les permis, les autorisations de port prévues à l'alinéa 20b) et les autorisations de transport selon les modalités réglementaires.

#### Renouvellement : commissaire

(1.1) Le commissaire peut renouveler les autorisations de port prévues à l'alinéa 20a) selon les modalités réglementaires.

**28 L'intertitre précédant l'article 68 de la même loi est remplacé par ce qui suit :**

Non-délivrance, suspension et révocation

**29 L'article 68 de la même loi est remplacé par ce qui suit :**

#### Non-délivrance : contrôleur des armes à feu

**68 (1)** Le contrôleur des armes à feu ne délivre pas de permis au demandeur qui ne répond pas aux critères d'admissibilité et peut refuser la délivrance des autorisations de port prévues à l'alinéa 20b) ou des autorisations de transport pour toute raison valable.

### Refusal to issue — Commissioner

(2) The Commissioner may refuse to issue an authorization to carry referred to in paragraph 20(a) for any good and sufficient reason.

### 30 The Act is amended by adding the following after section 69:

#### Suspension

69.1 (1) If a chief firearms officer has reasonable grounds to suspect, on the basis of information that they have collected or received from any person, that the holder of a licence is no longer eligible to hold the licence, they may suspend, in respect of a licence, the holder's authorization to use, acquire and import firearms for a period of up to 30 days.

#### Notice

(2) A chief firearms officer shall give notice in writing of the suspension to the holder of the licence. The notice shall include reasons for the decision, the nature of the information relied on for the decision, the period of the suspension and a copy of this section and sections 69.2 and 70.

#### Non-disclosure of information

(3) A chief firearms officer need not disclose any information the disclosure of which could, in their opinion, endanger the safety of any person.

#### Termination of suspension

(4) A chief firearms officer shall terminate the suspension at the expiry of the period referred to in subsection (2) or, if they are satisfied that the grounds for the suspension no longer exist, at any time before the expiry of that period. The chief firearms officer shall give notice in writing of the termination of the suspension to the holder of the licence.

#### Prohibition on use, acquisition and importation

69.2 The holder of a licence shall not use, acquire or import firearms while their authorizations to do so are suspended under subsection 69.1(1).

31 (1) The portion of subsection 70(1) of the Act before paragraph (a) is replaced by the following:

#### Revocation of licence or authorization

70 (1) A chief firearms officer may revoke a licence, an authorization to carry referred to in paragraph 20(b) or an authorization to transport — and the Commissioner

### Non-délivrance : commissaire

(2) Le commissaire peut refuser, pour toute raison valable, la délivrance de l'autorisation de port prévue à l'alinéa 20a).

### 30 La même loi est modifiée par adjonction, après l'article 69, de ce qui suit :

#### Suspension

69.1 (1) S'il a des motifs raisonnables de soupçonner, sur la base de renseignements qu'il a reçus d'une personne ou qu'il recueille, que le titulaire d'un permis n'y est plus admissible, le contrôleur des armes à feu peut, pour une période d'au plus trente jours, suspendre, relativement à ce permis, l'autorisation pour le titulaire d'acquérir, d'utiliser et d'importer des armes à feu.

#### Notification

(2) Le contrôleur des armes à feu notifie par écrit au titulaire du permis sa décision. Il indique dans la notification les motifs de sa décision, la nature des renseignements sur lesquels elle est fondée et la durée de la période de suspension et inclut dans la notification copie du texte du présent article et des articles 69.2 et 70.

#### Non-communication des renseignements

(3) Le contrôleur des armes à feu n'est pas tenu de communiquer des renseignements qui, à son avis, pourraient menacer la sécurité d'une personne.

#### Fin de la suspension

(4) Le contrôleur des armes à feu met fin à la suspension à l'expiration de la période visée au paragraphe (2) ou, en tout temps avant, s'il est convaincu que les motifs ayant donné lieu à la suspension n'existent plus. Le contrôleur des armes à feu notifie par écrit au titulaire concerné la fin de la suspension.

#### Interdiction d'utiliser, d'acquérir ou d'importer

69.2 Le titulaire de permis dont les autorisations d'acquérir, d'utiliser et d'importer des armes à feu font l'objet d'une suspension infligée en vertu du paragraphe 69.1(1) ne peut acquérir, utiliser ou importer des armes à feu durant la période de suspension.

31 (1) Le passage du paragraphe 70(1) de la même loi précédant l'alinéa a) est remplacé par ce qui suit :

#### Révocation : permis et autorisations

70 (1) Le contrôleur des armes à feu peut révoquer un permis, une autorisation de port prévue à l'alinéa 20b) ou une autorisation de transport — et le commissaire peut

may revoke an authorization to carry referred to in paragraph 20(a) — for any good and sufficient reason including, without limiting the generality of the foregoing,

**(2) Subsection 70(1) of the Act is amended by striking out “or” at the end of paragraph (a) and by adding the following after paragraph (a):**

**(a.1)** where the holder of the licence uses, acquires or imports a firearm while their authorizations to do so are suspended under subsection 69.1(1); or

**32 Section 71 of the Act is amended by adding the following after subsection (2):**

**Automatic revocation of registration certificate**

**(3)** A registration certificate for a handgun is automatically revoked on the failure of the holder to provide to a chief firearms officer, during the 180 day period referred to in subsection 58.01(2), the information required to update the registration certificate for that handgun.

**33 Subsection 72(6) of the Act is replaced by the following:**

**Reference**

**(6)** If the applicant for or holder of a licence or registration certificate refers the refusal to issue it or revocation of it to a provincial court judge under section 74 they shall, within 30 days after referring the matter, deliver to a peace officer or otherwise lawfully dispose of any firearm that they possess. Sections 91, 92 and 94 of the *Criminal Code* do not apply to the applicant or holder during that time.

**Order — return of firearm**

**(7)** If the decision of the chief firearms officer or the Registrar is confirmed, the judge shall, if a firearm was delivered to a peace officer under subsection (6), order the return of the firearm to the applicant for or holder of the licence or registration certificate, in order for the applicant or holder to lawfully dispose of it.

**Conditions**

**(8)** When making an order under subsection (7), the judge may impose any conditions that they consider appropriate in the interests of the safety of the applicant for or holder of the licence or registration certificate or any other person, including

révoquer une autorisation de port prévue à l’alinéa 20a) — pour toute raison valable, notamment parce que :

**(2) Le paragraphe 70(1) de la même loi est modifié par adjonction, après l’alinéa a), de ce qui suit :**

**a.1)** le titulaire utilise, acquiert ou importe une arme à feu alors que les autorisations, afférentes à son permis, d’utiliser, d’acquérir et d’importer des armes à feu font l’objet d’une suspension infligée en vertu du paragraphe 69.1(1);

**32 L’article 71 de la même loi est modifié par adjonction, après le paragraphe (2), de ce qui suit :**

**Révocation automatique du certificat d’enregistrement**

**(3)** L’omission par le titulaire d’un certificat d’enregistrement de fournir au contrôleur des armes à feu, avant la fin de la période de cent quatre-vingts jours mentionnée au paragraphe 58.01(2), les renseignements nécessaires à la mise à jour du certificat d’enregistrement de l’arme de poing afférente entraîne la révocation de plein droit du certificat.

**33 Le paragraphe 72(6) de la même loi est remplacé par ce qui suit :**

**Renvoi**

**(6)** En cas de saisine d’un juge d’une cour provinciale au titre de l’article 74 relativement à la non-délivrance ou la révocation d’un permis ou d’un certificat d’enregistrement, le requérant, dans les trente jours suivant la saisine, remet les armes à feu qu’il possède à un agent de la paix ou s’en départ légalement. Aucune poursuite ne peut être intentée contre le requérant au titre des articles 91, 92 ou 94 du *Code criminel* pendant ce délai.

**Ordonnance : retour des armes à feu**

**(7)** S’il confirme la décision du contrôleur des armes à feu ou du directeur et que des armes à feu ont été remises à un agent de la paix en application du paragraphe (6), le juge ordonne que celles-ci soient retournées au requérant afin que celui-ci puisse s’en départir légalement.

**Conditions**

**(8)** Lorsqu’il rend l’ordonnance visée au paragraphe (7), le juge peut imposer les conditions qu’il estime appropriées pour la sécurité du requérant ou de toute autre personne, notamment :

(a) the time within which and manner in which the firearm is to be returned;

(b) the manner in which the applicant or holder is to have access to the firearm during the period beginning with the return of the firearm and ending with its disposal; and

(c) the manner in which the firearm is to be disposed of.

a) les modalités entourant le retour des armes à feu au requérant;

b) la manière pour le requérant d'accéder aux armes à feu retournées durant la période débutant au moment où les armes à feu lui sont retournées et se terminant à celui où il s'en départ;

c) la manière dont le requérant doit se départir des armes à feu.

### Effect

(9) An order made under subsection (7) takes effect on

(a) the day on which the appeal period expires, if no appeal is made; or

(b) the day on which a final determination is made in respect of the appeal, if an appeal is made and the decision of the chief firearms officer or the Registrar is confirmed.

### Prise d'effet

(9) L'ordonnance rendue en application du paragraphe (7) prend effet à l'expiration de tout délai d'appel, s'il n'est pas formé, ou, si un appel est formé, à la date où est rendue la décision en appel qui a pour résultat le maintien définitif de la décision du contrôleur des armes à feu ou du directeur.

### If decision confirmed

(10) If the decision of the chief firearms officer or the Registrar is confirmed, the applicant for or holder of the licence or registration certificate must lawfully dispose of a firearm that was delivered to a peace officer under subsection (6) within 30 days after the day on which the firearm is returned to them. Sections 91, 92 and 94 of the *Criminal Code* do not apply to the applicant or holder during that time.

### Décision confirmée

(10) Si la décision du contrôleur des armes à feu ou du directeur est maintenue définitivement, le requérant se départ légalement des armes à feu remises à un agent de la paix en application du paragraphe (6) dans les trente jours suivant la date où elles lui sont retournées. Aucune poursuite ne peut être intentée contre le requérant en vertu des articles 91, 92 ou 94 du *Code criminel* pendant ce délai.

**34 Subsection 87(1) of the Act is amended by adding the following after paragraph (b):**

(b.1) every licence that is the subject of a suspension under section 69.1 and whether the suspension was terminated;

**34 Le paragraphe 87(1) de la même loi est modifié par adjonction, après l'alinéa b), de ce qui suit :**

b.1) les permis qui font l'objet d'une suspension infligée en vertu de l'article 69.1 et une mention indiquant s'il a mis fin à la suspension;

**35 The Act is amended by adding the following after section 88:**

**35 La même loi est modifiée par adjonction, après l'article 88, de ce qui suit :**

## Disclosure of Information

### Authorization to disclose

**88.1 (1)** If the Commissioner, the Registrar or a chief firearms officer has reasonable grounds to suspect that an individual is using or has used a licence to transfer or offer to transfer a firearm for the purpose of committing an offence referred to in subsection 99(1) or 100(1) of the *Criminal Code*, the Commissioner, the Registrar or the chief firearms officer may disclose, for the purpose of investigating or prosecuting an offence under that

## Communication de renseignements

### Communication autorisée

**88.1 (1)** Si le commissaire, le directeur ou le contrôleur des armes à feu a des motifs raisonnables de soupçonner qu'un particulier utilise ou a utilisé un permis dans le but de commettre, relativement à la cession ou l'offre de cession d'une arme à feu, une infraction visée aux paragraphes 99(1) ou 100(1) du *Code criminel*, il peut, à des fins d'enquête ou de poursuite de ces infractions, communiquer les renseignements ci-après à tout organisme chargé du contrôle d'application de la loi :

subsection, the following information to a law enforcement agency:

- (a) the individual's name, date of birth and address;
- (b) the licence number and province of issuance of the individual's most recent licence and the dates of issue of the first licence and most recent licence issued to the individual;
- (c) a list of all restricted and prohibited firearms acquired by the individual and whether they were acquired from a business or an individual;
- (d) the number, date of issue and expiration date of the registration certificates for all firearms for which the individual was issued a registration certificate and the firearm identification number of those firearms;
- (e) the serial number, make, model, manufacturer, calibre and barrel length of all firearms for which the individual was issued a registration certificate;
- (f) whether a firearm for which the individual was issued a registration certificate has been transferred or reported lost or stolen; and
- (g) any other prescribed information.

#### For greater certainty

(2) For greater certainty, nothing in subsection (1) is intended to derogate from the powers conferred on the Commissioner, the Registrar or a chief firearms officer under this Act or any other Act of Parliament or an Act of a provincial legislature or the common law to disclose information to a law enforcement agency.

#### 36 Subsection 93(1) of the Act is replaced by the following:

##### Report to federal Minister

93 (1) The Commissioner shall, no later than May 31 of each year and at any other times that the federal Minister may in writing request, submit to the federal Minister a report, in the form and including the information that the federal Minister may direct, with regard to the administration of this Act.

##### Information on disclosures

(1.1) Each report shall include information relating to the disclosures made under section 88.1 during the period to which the report relates, including the number of disclosures made to a law enforcement agency.

- a) le nom, la date de naissance et l'adresse du particulier;
- b) le numéro du permis, la province de délivrance du plus récent permis délivré au particulier et les dates de délivrance du premier permis et du plus récent permis délivrés au particulier;
- c) la liste de toutes les armes à feu à autorisation restreinte et des armes à feu prohibées acquises par le particulier ainsi qu'une mention indiquant si elles ont été acquises d'une entreprise ou d'un particulier;
- d) le numéro, la date de délivrance et la date d'expiration du certificat d'enregistrement de toute arme à feu pour laquelle un certificat d'enregistrement a été délivré au particulier ainsi que le numéro d'enregistrement de l'arme à feu en question;
- e) le numéro de série, la marque, le modèle, le fabricant, le calibre et la longueur du canon de toute arme à feu pour laquelle un certificat d'enregistrement a été délivré au particulier;
- f) si une arme à feu pour laquelle un certificat d'enregistrement a été délivré au particulier a été cédée ou signalée volée ou perdue;
- g) tout autre renseignement réglementaire.

#### Précision

(2) Il est entendu que le paragraphe (1) n'a pas pour effet de limiter les pouvoirs conférés au commissaire, au directeur ou au contrôleur des armes à feu au titre de la présente loi, de toute autre loi fédérale, de toute loi provinciale ou de la common law à l'égard de la communication par ceux-ci de renseignements à un organisme chargé du contrôle d'application de la loi.

#### 36 Le paragraphe 93(1) de la même loi est remplacé par ce qui suit :

##### Rapport au ministre fédéral

93 (1) Le commissaire, au plus tard le 31 mai de chaque année et chaque fois que le ministre fédéral lui en fait la demande par écrit, transmet à celui-ci un rapport sur l'application de la présente loi rédigé en la forme et contenant les renseignements qu'il exige.

##### Renseignements sur les communications

(1.1) Le rapport comprend les renseignements relatifs aux communications faites en vertu de l'article 88.1 pendant la période sur laquelle porte le rapport, notamment le nombre de communications faites à un organisme chargé du contrôle d'application de la loi.

**37 The Act is amended by adding the following after section 111:**

**Advertising**

**112 (1)** Every business or every person referred to below commits an offence that advertises a firearm in a manner that depicts, counsels or promotes violence against a person: 5

**(a)** a person who is an owner of or partner in the business;

**(b)** if the business is a corporation, a person who is a director or officer of the corporation; 10

**(c)** a person who has a relationship with a person referred to in paragraph (a) or (b) and who has a direct influence on the operations of the business.

**Punishment**

**(2)** Every business that, or every person referred to in paragraph (1)(a), (b) or (c) who, commits an offence under subsection (1) 15

**(a)** is guilty of an indictable offence and liable to imprisonment

**(i)** in the case of a first offence, for a term not exceeding two years, and 20

**(ii)** in the case of a second or subsequent offence, for a term not exceeding five years; or

**(b)** is guilty of an offence punishable on summary conviction.

**38 (1) Section 117 of the Act is amended by adding the following after paragraph (i):** 25

**(i.1)** respecting the storage of handguns, including restrictions and prohibitions relating to their storage, and the conditions attached to a licence that require compliance with those restrictions and prohibitions; 30

**(2) Paragraph 117(k.3) of the Act is replaced by the following:**

**(k.3)** respecting the confirmation of declarations and authorizations to transport for the purposes of paragraph 35(1)(b) and the confirmation of declarations for the purposes of subsection 37(2); 35

**(k.4)** respecting the disposal of ammunition referred to in subsection 37(4);

**37 La même loi est modifiée par adjonction, après l'article 111, de ce qui suit :**

**Publicité**

**112 (1)** Commet une infraction l'entreprise ou toute personne ci-après qui, dans une publicité sur les armes à feu, représente la violence contre une personne, conseille d'y avoir recours ou en fait la promotion : 5

**a)** la personne qui est le propriétaire ou un associé de l'entreprise;

**b)** la personne qui est l'administrateur ou le dirigeant de l'entreprise, s'il s'agit d'une personne morale; 10

**c)** la personne qui est liée à une personne visée aux alinéas a) ou b) et qui a une influence directe sur le fonctionnement de l'entreprise.

**Peine**

**(2)** L'entreprise ou la personne visée aux alinéas (1)a), b) ou c) qui commet l'infraction prévue au paragraphe (1) est coupable : 15

**a)** soit d'un acte criminel passible d'un emprisonnement maximal :

**(i)** de deux ans, dans le cas d'une première infraction, 20

**(ii)** de cinq ans, en cas de récidive;

**b)** soit d'une infraction punissable sur déclaration de culpabilité par procédure sommaire.

**38 (1) L'article 117 de la même loi est modifié par adjonction, après l'alinéa i), de ce qui suit :** 25

**i.1)** régir l'entreposage des armes de poing, notamment les restrictions et les interdictions relatives à leur entreposage, et les conditions obligeant à se conformer à de telles restrictions et interdictions dont peuvent être assortis les permis; 30

**(2) L'alinéa 117k.3) de la même loi est remplacé par ce qui suit :**

**k.3)** régir l'attestation des déclarations et des autorisations de transport pour l'application de l'alinéa 35(1)d) et l'attestation des déclarations pour l'application du paragraphe 37(2); 35

**k.4)** régir la disposition des munitions visées au paragraphe 37(4);



**39 Paragraph 120(2)(b) of the Act is replaced by the following:**

(b) in the case of an individual referred to in subsection 12(2), (3), (4), (5) or (6), to acquire and possess any prohibited firearms referred to in that subsection that are acquired by the holder on or after the commencement day; and

## Transitional Provision

### Pending reference

**40 Subsection 72(6) of the *Firearms Act*, as it read immediately before the day on which section 33 comes into force, continues to apply in respect of an applicant for or holder of a licence or registration certificate who referred the refusal to issue it or revocation of it to a provincial court judge under section 74 of the *Firearms Act* before that day if, on that day, the reference has not been finally disposed of.**

1997, c. 9

## Nuclear Safety and Control Act

**41 Section 2 of the *Nuclear Safety and Control Act* is amended by adding the following in alphabetical order:**

**firearm** has the same meaning as in section 2 of the *Criminal Code*. (*arme à feu*)

**high-security site** means a nuclear facility where *Category I nuclear material* or *Category II nuclear material*, as those terms are defined in section 1 of the *Nuclear Security Regulations*, is processed, used or stored. (*site à sécurité élevée*)

**nuclear security officer** means an employee who is designated as a nuclear security officer under subsection 27.1(2). (*agent de sécurité nucléaire*)

**on-site nuclear response force** means the on-site nuclear response force referred to in subsection 27.2(1). (*force d'intervention nucléaire interne*)

**prohibited device** has the same meaning as in subsection 84(1) of the *Criminal Code*. (*dispositif prohibé*)

**prohibited weapon** has the same meaning as in subsection 84(1) of the *Criminal Code*. (*arme prohibée*)

**39 L'alinéa 120(2)b) de la même loi est remplacé par ce qui suit :**

b) s'il s'agit d'un particulier visé aux paragraphes 12(2), (3), (4), (5) ou (6), à acquérir et à posséder toute arme à feu visée à ces paragraphes acquise par lui à compter de la date de référence;

## Disposition transitoire

### Renvoi pendant

**40 Le paragraphe 72(6) de la *Loi sur les armes à feu*, dans sa version antérieure à la date d'entrée en vigueur de l'article 33, continue de s'appliquer au demandeur ou au titulaire d'un permis ou d'un certificat d'enregistrement qui a soumis la non-délivrance ou la révocation du document en cause à un juge d'une cour provinciale en vertu de l'article 74 de la *Loi sur les armes à feu* avant cette date si, à cette date, le renvoi n'a pas fait l'objet d'une décision définitive.**

1997, ch. 9

## Loi sur la sûreté et la réglementation nucléaires

**41 L'article 2 de la *Loi sur la sûreté et la réglementation nucléaires* est modifié par adjonction, selon l'ordre alphabétique, de ce qui suit :**

**agent de sécurité nucléaire** Employé désigné à ce titre en vertu du paragraphe 27.1(2). (*nuclear security officer*)

**arme à feu** S'entend au sens de l'article 2 du *Code criminel*. (*firearm*)

**arme prohibée** S'entend au sens du paragraphe 84(1) du *Code criminel*. (*prohibited weapon*)

**dispositif prohibé** S'entend au sens du paragraphe 84(1) du *Code criminel*. (*prohibited device*)

**force d'intervention nucléaire interne** Force d'intervention nucléaire interne visée au paragraphe 27.2(1). (*on-site nuclear response force*)

**site à sécurité élevée** Installation nucléaire où des *matières nucléaires de catégorie I* ou des *matières nucléaires de catégorie II*, au sens de l'article 1 du *Règlement sur la sécurité nucléaire*, sont traitées, utilisées ou stockées. (*high-security site*)

**42 The Act is amended by adding the following after section 27:**

**High-security Sites**

**Security at site**

**27.1 (1)** A licensee who operates a high-security site is responsible for ensuring the security of the site in accordance with section 27.2 and the prescribed requirements. 5

**Nuclear security officers**

**(2)** The licensee may, in accordance with the regulations,

- (a)** designate as a nuclear security officer any employee of the licensee who meets the prescribed requirements; and 10
- (b)** suspend or revoke the designation.

**Restriction**

**(3)** An employee designated as a nuclear security officer may exercise the powers and perform the duties and functions of a nuclear security officer only if they are designated as a peace officer under subsection 27.3(1). 15

**Preservation and maintenance of public peace**

**(4)** A nuclear security officer's duties include the preservation and maintenance of the public peace at the high-security site.

**On-site nuclear response force**

**27.2 (1)** A licensee who operates a high-security site shall at all times maintain an on-site nuclear response force that is composed of nuclear security officers who are 20

- (a)** designated as peace officers under subsection 27.3(1);
- (b)** trained in the handling and use of firearms, prohibited weapons and prohibited devices and qualified to handle and use them; 25
- (c)** posted to the high-security site on a permanent basis; and
- (d)** armed and equipped in accordance with the regulations. 30

**Additional training**

**(2)** If the licensee acquires any firearms, prohibited weapons or prohibited devices in accordance with an authorization granted under subsection 27.4(1), the licensee

**42 La même loi est modifiée par adjonction, après l'article 27, de ce qui suit :**

**Sites à sécurité élevée**

**Sécurité sur le site**

**27.1 (1)** Le titulaire de licence ou de permis qui exploite un site à sécurité élevée est chargé d'en assurer la sécurité conformément à l'article 27.2 et aux exigences réglementaires. 5

**Agents de sécurité nucléaire**

**(2)** Il peut, conformément aux règlements :

- a)** désigner tel de ses employés qui satisfait aux exigences réglementaires à titre d'agent de sécurité nucléaire; 10
- b)** suspendre ou révoquer cette désignation.

**Restriction**

**(3)** L'employé désigné à titre d'agent de sécurité nucléaire ne peut toutefois exercer ses attributions à ce titre que s'il est désigné à titre d'agent de la paix en vertu du paragraphe 27.3(1). 15

**Préservation et maintien de la paix publique**

**(4)** Les agents de sécurité nucléaire sont notamment chargés de préserver et maintenir la paix publique sur le site à sécurité élevée.

**Force d'intervention nucléaire interne**

**27.2 (1)** Le titulaire de licence ou de permis qui exploite un site à sécurité élevée est tenu de disposer en tout temps d'une force d'intervention nucléaire interne composée d'agents de sécurité nucléaire qui sont, à la fois : 20

- a)** désignés à titre d'agents de la paix en vertu du paragraphe 27.3(1); 25
- b)** formés au maniement et à l'usage des armes à feu, des armes prohibées et des dispositifs prohibés et qualifiés pour les manier et s'en servir;
- c)** postés en permanence au site à sécurité élevée;
- d)** armés et équipés conformément aux règlements. 30

**Formation additionnelle**

**(2)** S'il acquiert des armes à feu, des armes prohibées ou des dispositifs prohibés au titre d'une autorisation qui lui est délivrée en vertu du paragraphe 27.4(1), le titulaire de

shall ensure that the members of the on-site nuclear response force are trained in the handling and use of those firearms, prohibited weapons or prohibited devices and that the members are qualified to handle and use them.

### Exemption

(3) The licensee is not required to comply with subsection (1) if the licensee

(a) makes on-site security arrangements with a local, provincial or federal police service or with the Canadian Forces that meet the prescribed requirements and are approved by the Commission; or

(b) takes other security measures that meet the prescribed requirements and are approved by the Commission.

### Peace officer designation

27.3 (1) The Commission may, in accordance with the regulations,

(a) designate any nuclear security officer as a peace officer for a high-security site; and

(b) suspend or revoke the designation.

### Effect of designation

(2) Subject to subsection (3), a nuclear security officer who is designated as a peace officer is a peace officer within the meaning of the *Criminal Code* for the purpose of performing their duties and functions at the high-security site for which they are designated and for the purpose of performing any prescribed off-site duties and functions that are ancillary to their duties and functions at the site.

### Limits on powers

(3) A nuclear security officer who is designated as a peace officer may exercise only the following powers as a peace officer and may do so only at the high-security site for which they are designated:

(a) verifying the identity of any individual;

(b) conducting searches of individuals and things;

(c) arresting without a warrant, in accordance with the *Criminal Code*, any individual whom the nuclear security officer finds committing an offence under this Act, the *Criminal Code* or the *Controlled Drugs and Substances Act* that poses a risk to the safety or security of the site or any individual whom the nuclear

licence ou de permis veille à ce que les membres de la force d'intervention nucléaire interne soient formés au maniement et à l'usage de ces armes à feu, armes prohibées ou dispositifs prohibés et soient qualifiés pour les manier et s'en servir.

### Exemption

(3) Il n'est pas tenu de se conformer au paragraphe (1) s'il prend :

a) soit, avec un service de police local, provincial ou fédéral ou les Forces canadiennes, des arrangements à l'égard de la sécurité sur le site à sécurité élevée qui satisfont aux exigences réglementaires et que la Commission approuve;

b) soit d'autres mesures de sécurité qui satisfont aux exigences réglementaires et que la Commission approuve.

### Désignation à titre d'agent de la paix

27.3 (1) La Commission peut, conformément aux règlements :

a) désigner tout agent de sécurité nucléaire à titre d'agent de la paix pour un site à sécurité élevée;

b) suspendre ou révoquer cette désignation.

### Effet de la désignation

(2) Sous réserve du paragraphe (3), l'agent de sécurité nucléaire désigné à titre d'agent de la paix est un agent de la paix au sens du *Code criminel* pour l'exercice de ses fonctions au site à sécurité élevée en cause et pour l'exercice hors du site de fonctions réglementaires qui sont accessoires à celles-ci.

### Pouvoirs – limites

(3) L'agent de sécurité nucléaire désigné à titre d'agent de la paix ne peut, à ce titre, exercer que les pouvoirs ci-après, et ce, uniquement au site à sécurité élevée en cause :

a) vérifier l'identité de tout individu;

b) fouiller les individus et les choses;

c) arrêter sans mandat, en conformité avec le *Code criminel*, tout individu qu'il trouve en train de commettre une infraction à la présente loi, au *Code criminel* ou à la *Loi réglementant certaines drogues et autres substances* qui présente un risque pour la sûreté et la sécurité du site, ou dont il a des motifs

security officer believes on reasonable grounds has committed or is about to commit such an offence at the site; and

**(d)** seizing any thing

**(i)** that the nuclear security officer believes on reasonable grounds poses a risk to the safety or security of the site, or

**(ii)** in relation to which the nuclear security officer believes on reasonable grounds that an offence referred to in paragraph (c) has been, is being or is about to be committed.

raisonnables de croire qu'il a commis ou est sur le point de commettre une telle infraction au site;

**d)** saisir toute chose :

**(i)** soit dont il a des motifs raisonnables de croire qu'elle présente un risque pour la sûreté et la sécurité du site,

**(ii)** soit à l'égard de laquelle il a des motifs raisonnables de croire qu'une infraction visée à l'alinéa c) a été commise, ou est en train ou sur le point de l'être.

**Use of force**

**(4)** Subsections 25(1), (3) and (4) of the *Criminal Code* apply to a nuclear security officer who is designated as a peace officer only when they are exercising their powers as a peace officer at the high-security site for which they are designated.

**Usage de la force**

**(4)** Les paragraphes 25(1), (3) et (4) du *Code criminel* s'appliquent à l'agent de sécurité nucléaire désigné à titre d'agent de la paix uniquement lorsqu'il exerce ses pouvoirs à ce titre au site à sécurité élevée pour lequel il est désigné.

**Arrested individuals and seized things**

**(5)** If a nuclear security officer who is designated as a peace officer arrests an individual under paragraph (3)(c) or seizes a thing under paragraph (3)(d), the nuclear security officer shall arrange for the appropriate police service to take custody of the individual or thing as soon as feasible after the arrest or seizure.

**Individus arrêtés et choses saisies**

**(5)** L'agent de sécurité nucléaire désigné à titre d'agent de la paix qui arrête un individu en vertu de l'alinéa (3)c) ou saisit une chose en vertu de l'alinéa (3)d) prend les dispositions nécessaires pour que la garde de l'individu ou de la chose soit remise au service de police compétent dès que possible après l'arrestation ou la saisie.

**Complaints process**

**(6)** The Commission shall, in accordance with the regulations, ensure that there is a process for handling complaints with respect to the conduct of nuclear security officers in the exercise of their powers or the performance of their duties and functions as peace officers.

**Procédure de traitement des plaintes**

**(6)** La Commission veille, conformément aux règlements, à ce qu'il y ait une procédure de traitement des plaintes concernant la conduite de tout agent de sécurité nucléaire dans l'exercice de ses attributions à titre d'agent de la paix.

**Firearms, prohibited weapons and prohibited devices**

**27.4 (1)** Despite Part III of the *Criminal Code* and the *Firearms Act*, and subject to subsection (2), the Commission may grant an authorization, with or without conditions, to a licensee who operates a high-security site to acquire, possess, transfer and dispose of firearms, prohibited weapons and prohibited devices in order to carry out the responsibility referred to in subsection 27.1(1).

**Armes à feu, armes prohibées et dispositifs prohibés**

**27.4 (1)** Malgré la partie III du *Code criminel* et la *Loi sur les armes à feu* et sous réserve du paragraphe (2), la Commission peut délivrer au titulaire de licence ou de permis qui exploite un site à sécurité élevée une autorisation, assortie ou non de conditions, lui permettant d'acquies, de posséder et de céder des armes à feu, des armes prohibées et des dispositifs prohibés — et d'en disposer — pour exercer la responsabilité que lui confère le paragraphe 27.1(1).

**Restriction**

**(2)** An authorization granted under subsection (1) may authorize a licensee to transfer firearms, prohibited weapons and prohibited devices only to a public service agency or to another licensee to whom an authorization has been granted under that subsection.

**Restriction**

**(2)** L'autorisation délivrée en vertu du paragraphe (1) ne peut permettre la cession d'armes à feu, d'armes prohibées et de dispositifs prohibés qu'au titulaire de licence ou de permis à qui une autorisation a été délivrée en vertu de ce paragraphe ou à une agence de services publics.

### Transfer to licensee

(3) Despite Part III of the *Criminal Code* and the *Firearms Act*, the Commission, a public service agency or any person in lawful possession of firearms, prohibited weapons or prohibited devices may transfer firearms, prohibited weapons and prohibited devices to a licensee to whom an authorization has been granted under subsection (1).

### Reporting to Registrar of Firearms

(4) A licensee to whom an authorization is granted under subsection (1) shall, as if the licensee were a public service agency, provide the Registrar of Firearms referred to in section 82 of the *Firearms Act* with the advisory information referred to in section 12 of the *Public Agents Firearms Regulations* and the reports referred to in sections 8 to 10, 11, 13, 14 and 16 of those Regulations. However, any reference to "October 31, 2008" in those Regulations is to be read as a reference to the day on which the authorization is granted to the licensee and any reference to "October 31, 2009" in those Regulations is to be read as a reference to the first anniversary of the day on which the authorization is granted.

### Reporting to Commission

(5) A licensee to whom an authorization is granted under subsection (1) shall, in accordance with the regulations, report to the Commission with respect to the advisory information and reports that the licensee provides under the *Public Agents Firearms Regulations*.

### Definition of public service agency

(6) In this section, **public service agency** has the same meaning as in section 1 of the *Public Agents Firearms Regulations*.

### Delegation to President

27.5 The Commission may delegate to the President the powers conferred on it under subsection 27.3(1) or section 27.4.

### 43 Subsection 44(1) of the Act is amended by adding the following after paragraph (m):

(m.1) respecting the designation of employees of a licensee who operates a high-security site as nuclear security officers and the suspension or revocation of those designations;

(m.2) respecting the powers, duties and functions of nuclear security officers, including

### Cession au titulaire de licence ou de permis

(3) Malgré la partie III du *Code criminel* et la *Loi sur les armes à feu*, la Commission, toute agence de services publics ou toute personne en possession légitime d'armes à feu, d'armes prohibées ou de dispositifs prohibés peut céder des armes à feu, des armes prohibées ou des dispositifs prohibés au titulaire de licence ou de permis à qui une autorisation a été délivrée en vertu du paragraphe (1).

### Rapports présentés au directeur de l'enregistrement des armes à feu

(4) Le titulaire de licence ou de permis à qui une autorisation est délivrée en vertu du paragraphe (1) présente au directeur de l'enregistrement des armes à feu visé à l'article 82 de la *Loi sur les armes à feu*, comme s'il était une agence de services publics, l'avis visé à l'article 12 du *Règlement sur les armes à feu des agents publics* et les rapports visés aux articles 8 à 10, 11, 13, 14 et 16 de ce règlement. Toutefois, toute mention du 31 octobre 2008 dans les dispositions de ce règlement vaut mention de la date à laquelle l'autorisation est délivrée au titulaire et toute mention du 31 octobre 2009 dans ces dispositions vaut mention de la date qui tombe le jour du premier anniversaire de la date à laquelle l'autorisation est délivrée au titulaire.

### Rapports présentés à la Commission

(5) Il fait, conformément aux règlements, rapport à la Commission relativement à l'avis et aux rapports qu'il présente au titre du *Règlement sur les armes à feu des agents publics*.

### Définition de agence de services publics

(6) Au présent article, **agence de services publics** s'entend au sens de l'article 1 du *Règlement sur les armes à feu des agents publics*.

### Délégation au président

27.5 La Commission peut déléguer au président les pouvoirs qui lui sont conférés par le paragraphe 27.3(1) et l'article 27.4.

### 43 Le paragraphe 44(1) de la même loi est modifié par adjonction, après l'alinéa m), de ce qui suit :

m.1 régir la désignation de tout employé du titulaire de licence ou de permis qui exploite un site à sécurité élevée à titre d'agent de sécurité nucléaire et la suspension ou la révocation d'une telle désignation;

m.2 régir les attributions des agents de sécurité nucléaire, notamment :

(i) any duties to be performed off-site that are ancillary to their duties at a high-security site, and

(ii) their powers, duties and functions as members of an on-site nuclear response force;

(m.3) respecting the carrying, handling, use, storage and transportation of prohibited weapons by nuclear security officers who are not members of an on-site nuclear response force in the exercise of their powers or the performance of their duties and functions and respecting the equipment that is to be provided to them for the purposes of exercising those powers or performing those duties and functions;

(m.4) respecting the carrying, handling, use, storage and transportation of firearms, prohibited weapons and prohibited devices by members of an on-site nuclear response force in the exercise of their powers or the performance of their duties and functions and respecting the equipment that is to be provided to them for the purposes of exercising those powers or performing those duties and functions;

(m.5) respecting the designation of nuclear security officers as peace officers and the suspension or revocation of those designations;

(m.6) respecting the process for handling complaints with respect to the conduct of nuclear security officers in the exercise of their powers or the performance of their duties and functions as peace officers, including the filing and reviewing of complaints and the manner in which they are to be resolved;

(m.7) respecting authorizations granted under subsection 27.4(1);

(m.8) respecting the powers, duties and functions of the Registrar of Firearms in relation to the requirements set out in subsection 27.4(4), including the assignment of identification numbers to licensees and firearms;

(m.9) respecting a licensee's obligation to report to the Commission under subsection 27.4(5);

(i) leurs fonctions hors du site à sécurité élevée qui sont accessoires à leurs fonctions au site,

(ii) leurs attributions à titre de membres de la force d'intervention nucléaire interne;

m.3) régir le port, le maniement, l'usage, le transport et l'entreposage d'armes prohibées par les agents de sécurité nucléaire qui ne sont pas membres de la force d'intervention nucléaire interne dans l'exercice de leurs attributions et régir l'équipement qui doit leur être fourni lorsqu'ils exercent ces attributions;

m.4) régir le port, le maniement, l'usage, le transport et l'entreposage d'armes à feu, d'armes prohibées et de dispositifs prohibés par les membres de la force d'intervention nucléaire interne dans l'exercice de leurs attributions et régir l'équipement qui doit leur être fourni lorsqu'ils exercent ces attributions;

m.5) régir la désignation de tout agent de sécurité nucléaire à titre d'agent de la paix et la suspension ou la révocation d'une telle désignation;

m.6) régir la procédure de traitement des plaintes concernant la conduite de tout agent de sécurité nucléaire dans l'exercice de ses attributions à titre d'agent de la paix, notamment le dépôt des plaintes, leur examen et la façon de les régler;

m.7) régir les autorisations délivrées en vertu du paragraphe 27.4(1);

m.8) régir les attributions du directeur de l'enregistrement en ce qui a trait aux obligations visées au paragraphe 27.4(4), notamment l'attribution de numéros d'identification aux titulaires de licence et de permis et aux armes à feu;

m.9) régir l'obligation imposée au titulaire de licence ou de permis par le paragraphe 27.4(5) de faire rapport à la Commission;

2001, c. 27

## Immigration and Refugee Protection Act

44 Paragraph 4(2)(c) of the *Immigration and Refugee Protection Act* is replaced by the following:

2001, ch. 27

## Loi sur l'immigration et la protection des réfugiés

44 L'alinéa 4(2)c) de la *Loi sur l'immigration et la protection des réfugiés* est remplacé par ce qui suit :

(c) the establishment of policies respecting the enforcement of this Act and inadmissibility on grounds of security, organized criminality, violating human or international rights or transborder criminality; or

c) à l'établissement des orientations en matière d'exécution de la présente loi et d'interdiction de territoire pour raison de sécurité, pour atteinte aux droits humains ou internationaux, pour activités de criminalité organisée ou pour criminalité transfrontalière;

**45 (1) Paragraphs 36(1)(a) to (c) of the French version of the Act are replaced by the following:**

**45 (1) Les alinéas 36(1)a) à c) de la version française de la même loi sont remplacés par ce qui suit :**

a) être déclaré coupable au Canada d'une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans ou d'une infraction prévue sous le régime d'une loi fédérale pour laquelle un emprisonnement de plus de six mois est infligé;

a) être déclaré coupable au Canada d'une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans ou d'une infraction prévue sous le régime d'une loi fédérale pour laquelle un emprisonnement de plus de six mois est infligé;

b) être déclaré coupable, à l'extérieur du Canada, d'une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

b) être déclaré coupable, à l'extérieur du Canada, d'une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

c) commettre, à l'extérieur du Canada, une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

c) commettre, à l'extérieur du Canada, une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**(2) Paragraphs 36(2)(a) to (c) of the French version of the Act are replaced by the following:**

**(2) Les alinéas 36(2)a) à c) de la version française de la même loi sont remplacés par ce qui suit :**

a) être déclaré coupable au Canada d'une infraction prévue sous le régime d'une loi fédérale punissable par mise en accusation ou de deux infractions prévues sous le régime de toute loi fédérale qui ne découlent pas des mêmes faits;

a) être déclaré coupable au Canada d'une infraction prévue sous le régime d'une loi fédérale punissable par mise en accusation ou de deux infractions prévues sous le régime de toute loi fédérale qui ne découlent pas des mêmes faits;

b) être déclaré coupable, à l'extérieur du Canada, d'une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable par mise en accusation ou de deux infractions qui ne découlent pas des mêmes faits et qui, commises au Canada, constitueraient des infractions sous le régime de toute loi fédérale;

b) être déclaré coupable, à l'extérieur du Canada, d'une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable par mise en accusation ou de deux infractions qui ne découlent pas des mêmes faits et qui, commises au Canada, constitueraient des infractions sous le régime de toute loi fédérale;

c) commettre, à l'extérieur du Canada, une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable par mise en accusation;

c) commettre, à l'extérieur du Canada, une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable par mise en accusation;

**(3) Subsection 36(2) of the Act is amended by adding "or" at the end of paragraph (b), by striking out "or" at the end of paragraph (c) and by repealing paragraph (d).**

**(3) L'alinéa 36(2)d) de la même loi est abrogé.**

**(4) Section 36 of the Act is amended by adding the following after subsection (2):**

**(4) L'article 36 de la même loi est modifié par adjonction, après le paragraphe (2), de ce qui suit :**

## Transborder criminality

**(2.1)** A foreign national is inadmissible on grounds of transborder criminality for committing, on entering Canada, a prescribed offence under an Act of Parliament.

**(5) The portion of subsection 36(3) of the Act before paragraph (a) is replaced by the following:**

### Application

**(3)** The following provisions govern subsections (1) to (2.1):

**(6) Paragraph 36(3)(b) of the English version of the Act is replaced by the following:**

**(b)** inadmissibility under subsections (1) to (2.1) may not be based on a conviction in respect of which a record suspension has been ordered and has not been revoked or ceased to have effect under the *Criminal Records Act*, or in respect of which there has been a final determination of an acquittal;

**(7) The portion of paragraph 36(3)(e) of the English version of the Act before subparagraph (i) is replaced by the following:**

**(e)** inadmissibility under subsections (1) to (2.1) may not be based on an offence

**46 Paragraph 37(1)(a) of the French version of the Act is replaced by the following:**

**a)** être membre d'une organisation dont il y a des motifs raisonnables de croire qu'elle se livre ou s'est livrée à des activités faisant partie d'un plan d'activités criminelles organisées par plusieurs personnes agissant de concert en vue de la perpétration d'une infraction prévue sous le régime d'une loi fédérale punissable par mise en accusation ou de la perpétration, hors du Canada, d'une infraction qui, commise au Canada, constituerait une telle infraction, ou se livrer à des activités faisant partie d'un tel plan;

**47 Paragraph 55(3)(b) of the Act is replaced by the following:**

**(b)** has reasonable grounds to suspect that the permanent resident or the foreign national is inadmissible on grounds of security, violating human or international rights, serious criminality, criminality, transborder criminality or organized criminality.

## Criminalité transfrontalière

**(2.1)** Emporte, sauf pour le résident permanent, interdiction de territoire pour criminalité transfrontalière le fait de commettre, à son entrée au Canada, une infraction précisée par règlement qui constitue une infraction sous le régime d'une loi fédérale.

**(5) Le passage du paragraphe 36(3) de la même loi précédant l'alinéa a) est remplacé par ce qui suit :**

### Application

**(3)** Les dispositions suivantes régissent l'application des paragraphes (1) à (2.1) :

**(6) L'alinéa 36(3)b) de la version anglaise de la même loi est remplacé par ce qui suit :**

**(b)** inadmissibility under subsections (1) to (2.1) may not be based on a conviction in respect of which a record suspension has been ordered and has not been revoked or ceased to have effect under the *Criminal Records Act*, or in respect of which there has been a final determination of an acquittal;

**(7) Le passage de l'alinéa 36(3)e) de la version anglaise de la même loi précédant le sous-alinéa (i) est remplacé par ce qui suit :**

**(e)** inadmissibility under subsections (1) to (2.1) may not be based on an offence

**46 L'alinéa 37(1)a) de la version française de la même loi est remplacé par ce qui suit :**

**a)** être membre d'une organisation dont il y a des motifs raisonnables de croire qu'elle se livre ou s'est livrée à des activités faisant partie d'un plan d'activités criminelles organisées par plusieurs personnes agissant de concert en vue de la perpétration d'une infraction prévue sous le régime d'une loi fédérale punissable par mise en accusation ou de la perpétration, hors du Canada, d'une infraction qui, commise au Canada, constituerait une telle infraction, ou se livrer à des activités faisant partie d'un tel plan;

**47 L'alinéa 55(3)b) de la même loi est remplacé par ce qui suit :**

**b)** il a des motifs raisonnables de soupçonner que celui-ci est interdit de territoire pour raison de sécurité, pour atteinte aux droits humains ou internationaux ou pour grande criminalité, criminalité, criminalité transfrontalière ou criminalité organisée.



**48 Paragraph 58(1)(c) of the Act is replaced by the following:**

(c) the Minister is taking necessary steps to inquire into a reasonable suspicion that they are inadmissible on grounds of security, violating human or international rights, serious criminality, criminality, transborder criminality or organized criminality;

**49 Subsection 68(4) of the Act is replaced by the following:**

**Termination and cancellation**

(4) If the Immigration Appeal Division has stayed a removal order against a permanent resident or a foreign national who was found inadmissible on grounds of serious criminality, criminality or transborder criminality, and they are convicted of another offence referred to in subsection 36(1), the stay is cancelled by operation of law and the appeal is terminated.

**50 Paragraph 100(2)(b) of the French version of the Act is replaced by the following:**

b) il l'estime nécessaire, afin qu'il soit statué sur une accusation pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**51 Paragraphs 101(2)(a) and (b) of the French version of the Act are replaced by the following:**

a) une déclaration de culpabilité au Canada pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

b) une déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**52 Paragraph 103(1)(b) of the French version of the Act is replaced by the following:**

b) il l'estime nécessaire, afin qu'il soit statué sur une accusation pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**53 Subsection 105(1) of the French version of the Act is replaced by the following:**

**48 L'alinéa 58(1)c) de la même loi est remplacé par ce qui suit :**

c) le ministre prend les mesures voulues pour enquêter sur les motifs raisonnables de soupçonner que le résident permanent ou l'étranger est interdit de territoire pour raison de sécurité, pour atteinte aux droits humains ou internationaux ou pour grande criminalité, criminalité, criminalité transfrontalière ou criminalité organisée;

**49 Le paragraphe 68(4) de la même loi est remplacé par ce qui suit :**

**Classement et annulation**

(4) Le sursis de la mesure de renvoi pour interdiction de territoire pour grande criminalité, criminalité ou criminalité transfrontalière est révoqué de plein droit si le résident permanent ou l'étranger est reconnu coupable d'une autre infraction mentionnée au paragraphe 36(1), l'appel étant dès lors classé.

**50 L'alinéa 100(2)b) de la version française de la même loi est remplacé par ce qui suit :**

b) il l'estime nécessaire, afin qu'il soit statué sur une accusation pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**51 Les alinéas 101(2)a) et b) de la version française de la même loi sont remplacés par ce qui suit :**

a) une déclaration de culpabilité au Canada pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

b) une déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**52 L'alinéa 103(1)b) de la version française de la même loi est remplacé par ce qui suit :**

b) il l'estime nécessaire, afin qu'il soit statué sur une accusation pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans.

**53 Le paragraphe 105(1) de la version française de la même loi est remplacé par ce qui suit :**

## Sursis

**105 (1)** La Section de la protection des réfugiés ou la Section d'appel des réfugiés sursoit à l'étude de l'affaire si la personne est visée par un arrêté introductif d'instance pris au titre de l'article 15 de la *Loi sur l'extradition* pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement d'une durée maximale égale ou supérieure à dix ans tant qu'il n'a pas été statué en dernier ressort sur la demande d'extradition.

**54 Paragraph 112(3)(b) of the French version of the Act is replaced by the following:**

**b)** il est interdit de territoire pour grande criminalité pour déclaration de culpabilité au Canada pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans ou pour toute déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

**55 (1) Subparagraph 113(e)(i) of the Act is replaced by the following:**

**(i)** an applicant who is determined to be inadmissible on grounds of serious criminality with respect to a conviction in Canada of an offence under an Act of Parliament punishable by a maximum term of imprisonment of at least 10 years for which a term of imprisonment of less than two years — or no term of imprisonment — was imposed, and

**(2) Subparagraph 113(e)(ii) of the French version of the Act is replaced by the following:**

**(ii)** celui qui est interdit de territoire pour grande criminalité pour déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans, sauf s'il a été conclu qu'il est visé à la section F de l'article premier de la Convention sur les réfugiés.

## Sursis

**105 (1)** La Section de la protection des réfugiés ou la Section d'appel des réfugiés sursoit à l'étude de l'affaire si la personne est visée par un arrêté introductif d'instance pris au titre de l'article 15 de la *Loi sur l'extradition* pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement d'une durée maximale égale ou supérieure à dix ans tant qu'il n'a pas été statué en dernier ressort sur la demande d'extradition.

**54 L'alinéa 112(3)b) de la version française de la même loi est remplacé par ce qui suit :**

**b)** il est interdit de territoire pour grande criminalité pour déclaration de culpabilité au Canada pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans ou pour toute déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans;

**55 (1) Le sous-alinéa 113e)(i) de la même loi est remplacé par ce qui suit :**

**(i)** celui qui est interdit de territoire pour grande criminalité pour déclaration de culpabilité au Canada pour une infraction prévue sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans et pour laquelle soit un emprisonnement de moins de deux ans a été infligé, soit aucune peine d'emprisonnement n'a été imposée,

**(2) Le sous-alinéa 113e)(ii) de la version française de la même loi est remplacé par ce qui suit :**

**(ii)** celui qui est interdit de territoire pour grande criminalité pour déclaration de culpabilité à l'extérieur du Canada pour une infraction qui, commise au Canada, constituerait une infraction sous le régime d'une loi fédérale punissable d'un emprisonnement maximal d'au moins dix ans, sauf s'il a été conclu qu'il est visé à la section F de l'article premier de la Convention sur les réfugiés.

## Consequential Amendments

2019, c. 9

### An Act to amend certain Acts and Regulations in relation to firearms

**56 Subsection 3(2) of An Act to amend certain Acts and Regulations in relation to firearms is repealed.**

**57 Subsection 4(2) of the Act is repealed.**

SOR/2002-227

### Immigration and Refugee Protection Regulations

**58 The portion of section 19 of the Immigration and Refugee Protection Regulations before paragraph (a) is replaced by the following:**

#### Transborder crime

**19** For the purposes of subsection 36(2.1) of the Act, indictable offences under the following Acts of Parliament are prescribed:

**59 Paragraph 229(1)(d) of the Regulations is replaced by the following:**

**(d)** a deportation order, if they are inadmissible under paragraph 36(2)(b) or (c) of the Act on grounds of criminality or under subsection 36(2.1) of the Act on grounds of transborder criminality;

**60 Paragraph 230(3)(c) of the Regulations is replaced by the following:**

**(c)** is inadmissible under subsection 36(1) of the Act on grounds of serious criminality, under subsection 36(2) of the Act on grounds of criminality or under subsection 36(2.1) of the Act on grounds of transborder criminality;

## Coordinating Amendments

2019, c. 9

**61 (1) In this section, other Act means An Act to amend certain Acts and Regulations in relation to firearms, chapter 9 of the Statutes of Canada, 2019.**

## Modifications corrélatives

2019, ch. 9

### Loi modifiant certaines lois et un règlement relatifs aux armes à feu

**56 Le paragraphe 3(2) de la Loi modifiant certaines lois et un règlement relatifs aux armes à feu est abrogé.**

**57 Le paragraphe 4(2) de la même loi est abrogé.**

DORS/2002-227

### Règlement sur l'immigration et la protection des réfugiés

**58 Le passage de l'article 19 du Règlement sur l'immigration et la protection des réfugiés précédant l'alinéa a) est remplacé par ce qui suit :**

#### Crime transfrontalier

**19** Pour l'application du paragraphe 36(2.1) de la Loi, toute infraction punissable par mise en accusation contenue dans les lois fédérales ci-après est précisée par règlement :

**59 L'alinéa 229(1)d) du même règlement est remplacé par ce qui suit :**

**d)** en cas d'interdiction de territoire pour criminalité au titre des alinéas 36(2)b) ou c) de la Loi ou pour criminalité transfrontalière au titre du paragraphe 36(2.1) de la Loi, l'expulsion;

**60 L'alinéa 230(3)c) du même règlement est remplacé par ce qui suit :**

**c)** il est interdit de territoire pour grande criminalité, criminalité ou criminalité transfrontalière au titre des paragraphes 36(1), (2) ou (2.1) de la Loi;

## Dispositions de coordination

2019, ch. 9

**61 (1) Au présent article, autre loi s'entend de la Loi modifiant certaines lois et un règlement relatifs aux armes à feu, chapitre 9 des Lois du Canada (2019).**

**(2) If subsection 3(2) of the other Act comes into force before section 56 of this Act, then**

**(a) that section 56 is deemed never to have come into force and is repealed; and**

**(b) subsection 15(2) of this Act is replaced by the following:**

**(2) Subsections 12(8) to (14) of the Act are repealed.**

**(3) If subsection 3(2) of the other Act comes into force on the same day as section 56 of this Act, then that section 56 is deemed to have come into force before that subsection 3(2).**

**(4) If subsection 4(2) of the other Act comes into force before section 57 of this Act, then that section 57 is deemed never to have come into force and is repealed.**

**(5) If subsection 4(2) of the other Act comes into force on the same day as section 57 of this Act, then that section 57 is deemed to have come into force before that subsection 4(2).**

**(6) If subsection 4(3) of the other Act comes into force before subsection 18(3) of this Act, then**

**(a) that subsection 18(3) is replaced by the following:**

**(3) Subsection 19(2.1) of the Act is replaced by the following:**

#### **Automatic authorization to transport — licence renewal**

**(2.1)** An individual who holds a licence authorizing the individual to possess restricted firearms or handguns referred to in subsection 12(6.1) must, if the licence is renewed, be authorized to transport them within the individual's province of residence to and from all shooting clubs and shooting ranges that are approved under section 29. However, the authorization does not apply

**(a)** to a restricted firearm or a handgun referred to in subsection 12(6.1) whose transfer to the individual was approved, in accordance with subparagraph 28(b)(ii), for the purpose of having it form part of a gun collection; or

**(b)** to a handgun referred to in subsection 12(6.1), in the case where the shooting club or shooting range is within the boundaries of a municipality where the conditions referred to in paragraph 58.01(1)(b) apply.

**(2) Si le paragraphe 3(2) de l'autre loi entre en vigueur avant l'article 56 de la présente loi :**

**a) l'article 56 de la présente loi est réputé ne jamais être entré en vigueur et est abrogé;**

**b) le paragraphe 15(2) de la présente loi est remplacé par ce qui suit :**

**(2) Les paragraphes 12(8) à (14) de la même loi sont abrogés.**

**(3) Si l'entrée en vigueur de l'article 56 de la présente loi et celle du paragraphe 3(2) de l'autre loi sont concomitantes, cet article 56 est réputé être entré en vigueur avant ce paragraphe 3(2).**

**(4) Si le paragraphe 4(2) de l'autre loi entre en vigueur avant l'article 57 de la présente loi, cet article 57 est réputé ne jamais être entré en vigueur et est abrogé.**

**(5) Si l'entrée en vigueur de l'article 57 de la présente loi et celle du paragraphe 4(2) de l'autre loi sont concomitantes, cet article 57 est réputé être entré en vigueur avant ce paragraphe 4(2).**

**(6) Si le paragraphe 4(3) de l'autre loi entre en vigueur avant le paragraphe 18(3) de la présente loi :**

**a) ce paragraphe 18(3) est remplacé par ce qui suit :**

**(3) Le paragraphe 19(2.1) de la même loi est remplacé par ce qui suit :**

#### **Autorisation de transport automatique : renouvellement**

**(2.1)** Le particulier titulaire d'un permis de possession d'armes à feu à autorisation restreinte ou d'armes de poing visées au paragraphe 12(6.1) doit, si son permis est renouvelé, être autorisé à les transporter, dans sa province de résidence, vers tout club de tir et tout champ de tir agréés conformément à l'article 29 et à partir de ceux-ci. Toutefois, l'autorisation ne s'applique pas aux armes suivantes :

**a)** l'arme à feu à autorisation restreinte ou l'arme de poing visée au paragraphe 12(6.1) dont la cession au particulier a été autorisée, en application du sous-alinéa 28b)(ii), à des fins de collection;

**b)** l'arme de poing visée au paragraphe 12(6.1), dans le cas où le club de tir ou le champ de tir sont situés sur le territoire d'une municipalité où les conditions mentionnées à l'alinéa 58.01(1)b) s'appliquent.

**(b) subsection 18(4) of this Act is repealed.**

**b) le paragraphe 18(4) de la présente loi est abrogé.**

**(7) If subsection 18(3) of this Act comes into force before subsection 4(3) of the other Act, then that subsection 4(3) is amended by replacing the subsection 19(2.1) that it enacts with the following:** 5

**(7) Si le paragraphe 18(3) de la présente loi entre en vigueur avant le paragraphe 4(3) de l'autre loi, ce paragraphe 4(3) est modifié par remplacement 5 du paragraphe 19(2.1) qui y est édicté par ce qui suit :**

**Automatic authorization to transport — licence renewal**

**Autorisation de transport automatique : renouvellement**

**(2.1)** An individual who holds a licence authorizing the individual to possess restricted firearms or handguns referred to in subsection 12(6.1) must, if the licence is renewed, be authorized to transport them within the individual's province of residence to and from all shooting clubs and shooting ranges that are approved under section 29. However, the authorization does not apply

**(2.1)** Le particulier titulaire d'un permis de possession d'armes à feu à autorisation restreinte ou d'armes de poing visées au paragraphe 12(6.1) doit, si son permis est renouvelé, être autorisé à les transporter, dans sa province de résidence, vers tout club de tir et tout champ de tir agréés conformément à l'article 29 et à partir de ceux-ci. Toutefois, l'autorisation ne s'applique pas aux armes suivantes : 10 15

**(a)** to a restricted firearm or a handgun referred to in subsection 12(6.1) whose transfer to the individual was approved, in accordance with subparagraph 28(b)(ii), for the purpose of having it form part of a gun collection; or 15

**a)** l'arme à feu à autorisation restreinte ou l'arme de poing visée au paragraphe 12(6.1) dont la cession au particulier a été autorisée, en application du sous-alinéa 28b)(ii), à des fins de collection;

**(b)** to a handgun referred to in subsection 12(6.1), in the case where the shooting club or shooting range is within the boundaries of a municipality where the conditions referred to in paragraph 58.01(1)(b) apply. 20

**b)** l'arme de poing visée au paragraphe 12(6.1), dans le cas où le club de tir ou le champ de tir sont situés sur le territoire d'une municipalité où les conditions mentionnées à l'alinéa 58.01(1)b) s'appliquent. 20

**(8) If subsection 18(3) of this Act and subsection 4(3) of the other Act come into force on the same day, then that subsection 4(3) is deemed to come into force before that subsection 18(3) and subsection (6) applies as a consequence.** 25

**(8) Si l'entrée en vigueur du paragraphe 18(3) de la présente loi et celle du paragraphe 4(3) de l'autre loi sont concomitantes, ce paragraphe 4(3) est réputé être entré en vigueur avant ce paragraphe 18(3), le paragraphe (6) s'appliquant en conséquence.** 25

## Coming into Force

## Entrée en vigueur

### Order in council

### Décret

**62 (1) Sections 15 and 16, subsections 18(2) and (3) and sections 20 and 39 come into force on a day to be fixed by order of the Governor in Council.** 30

**62 (1) Les articles 15 et 16, les paragraphes 18(2) et (3) et les articles 20 et 39 entrent en vigueur à la date fixée par décret.** 30

### Order in council

### Décret

**(2) Section 17, subsections 18(1) and (4), sections 26 and 32 and subsection 38(1) come into force on a day to be fixed by order of the Governor in Council.**

**(2) L'article 17, les paragraphes 18(1) et (4), les articles 26 et 32 et le paragraphe 38(1) entrent en vigueur à la date fixée par décret.** 35

**Order in council**

**(3) Sections 19, 23 to 25, 27 and 29 and subsection 31(1) come into force on a day to be fixed by order of the Governor in Council.**

**Order in council**

**(4) Section 22 and subsection 38(2) come into force on a day to be fixed by order of the Governor in Council.**

**Order in council**

**(5) Sections 28 and 30, subsection 31(2) and section 34 come into force on a day to be fixed by order of the Governor in Council.**

**Order in council**

**(6) Sections 41 to 43 come into force on a day to be fixed by order of the Governor in Council.**

**Décret**

**(3) Les articles 19, 23 à 25, 27 et 29 et le paragraphe 31(1) entrent en vigueur à la date fixée par décret.**

**Décret**

**(4) L'article 22 et le paragraphe 38(2) entrent en vigueur à la date fixée par décret.**

**Décret**

**(5) Les articles 28 et 30, le paragraphe 31(2) et l'article 34 entrent en vigueur à la date fixée par décret.**

**Décret**

**(6) Les articles 41 à 43 entrent en vigueur à la date fixée par décret.**







March 31, 2021

Honourable Steve Clark  
Minister of Municipal Affairs and Housing  
17<sup>th</sup> Floor, 777 Bay Street  
Toronto ON M5G 2E5

Dear Mr. Clark:

This is to advise that City Council, at a meeting held on March 22, 2021, passed the following resolution regarding Planning Act Timelines:

“WHEREAS the City of Kitchener, like many Ontario municipalities, is experiencing significant growth; and,

WHEREAS the City of Kitchener has conducted extensive work through its Development Services Review to remove red tape and improve public engagement; and,

WHEREAS the Province of Ontario's Planning Act provides a legislative framework for processing development applications including established timeframes which permit applicants to appeal to the Local Planning Appeal Tribunal if a Council fails to make a decision within a prescribed timeline; and,

WHEREAS the passing of Bill 108 in 2019 reduced the timelines for processing development applications before they can be appealed to the Local Planning Appeals Tribunal (LPAT) for a non-decision from those outlined in Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017 as follows:

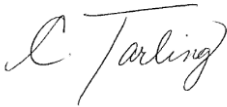
- from seven months (210 days) to four months (120 days) for Official Plan amendments;
- from five months (150 days) to three months (90 days) for Zoning By-law amendments; and
- from six months (180 days) to four months (120 days) for Plans of Subdivision; and

WHEREAS the shortened timeframes create unreasonable pressures on municipalities, even outside the context of navigating city business in a global pandemic, and result in reduced opportunities for meaningful public engagement and limited time for the public to provide written submissions on a development application;

THEREFORE BE IT RESOLVED that Kitchener City Council urge the Province of Ontario to review and reconsider the current timelines established for review of Planning Act applications before an appeal is permitted to the Local Planning Appeals Tribunal and to return to the timelines that were in effect under Bill 139, the Building Better Communities and Conserving Watersheds Act, 2017;

THEREFORE BE IT FURTHER RESOLVED that a copy of this resolution be sent to the Ontario Minister of Municipal Affairs and Housing, to the local MP's and MPP's, to the Federation of Canadian Municipalities, to the Association of Municipalities Ontario, and all other municipalities in Ontario."

Yours truly,



C. Tarling  
Director of Legislated Services  
& City Clerk

- c: Honourable Tim Louis, M.P.
- Honourable Raj Saini, M.P.
- Honourable Marwan Tabbara, M. P.
- Honourable Bardish Chagger, M.P.
- Honourable Bryan May, M.P.
- Honourable Amy Fee, M.P.P.
- Honourable Catherine Fife, M.P.P.
- Honourable Belinda Karahalios, M.P.P.
- Honourable Mike Harris, M.P.P.
- Honourable Laura Mae Lindo, M.P.P.
- Bill Karsten, President, Federation of Canadian Municipalities
- Monika Turner, Association of Municipalities of Ontario
- Rosa Bustamante, Director, Planning, City of Kitchener
- Ontario Municipalities

March 31, 2021

The Honourable Patty Hajdu  
Federal Minister of Health  
House of Commons  
Ottawa, ON K1A 0A6

Dear Ms. Hajdu,

**RE: SUPPORT FOR 988, A 3-DIGIT SUICIDE AND CRISIS PREVENTION HOTLINE**

I am writing to advise that at the Town Council meeting held on March 30, 2021, Council adopted a resolution endorsing the 988 crisis line initiative to ensure critical barriers are removed to those in a crisis and seeking help.

The resolution reads as follows:

*Whereas the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;*

*Whereas the ongoing COVID-19 pandemic has increased the demand for suicide prevention services by 200%;*

*Whereas existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;*

*Whereas in 2022 the United States will have in place a national 988 crisis hotline;*

*Whereas the Town of Caledon recognized that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;*

*Now therefore be it resolved that the Town of Caledon endorses this 988 crisis line initiative; and*

*That a letter demonstrating Caledon's support be sent to Kyle Seeback, MP, Dufferin-Caledon, the Honourable Sylvia Jones, MPP, Dufferin-Caledon, the Honourable Patty Hajdu, Federal Minister of Health, the Canadian Radio-television and Telecommunications (CRTC) and all municipalities in Ontario.*

Thank you for your attention to this very important matter. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Thompson", with a long horizontal flourish extending to the right.

Allan Thompson  
Mayor

Cc. Kyle Seeback, MP Dufferin-Caledon, [Kyle.Seeback@parl.gc.ca](mailto:Kyle.Seeback@parl.gc.ca)  
Honourable Sylvia Jones, MPP Dufferin-Caledon, [sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)  
Ian Scott, Chairperson and Chief Executive Officer, Canadian Radio-Television and  
Telecommunications Commission (CRTC), [iscott@telesat.com](mailto:iscott@telesat.com)  
All Ontario Municipalities

**From:** [Ontario Heritage Trust | Fiducie du patrimoine ontarien](#)  
**To:** [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)  
**Subject:** Reminder: Heritage Matters ... more! March edition | Questions de patrimoine... toujours plus! Numéro de mars  
**Date:** March 22, 2021 8:57:44 AM

March 2021

## Heritage Matters ... *more!*



Filming of Saw: Spiral outside of the Ontario Heritage Centre in Toronto (for release in May 2021)

### **Up front | Beth Hanna, CEO of the Ontario Heritage Trust**

#### **Heritage spaces as incubators for creativity**

“Both heritage and creativity lay the foundations for vibrant, innovative and prosperous knowledge societies.” (UNESCO, Protecting Our Heritage and Fostering Creativity) We

often talk about the potential of heritage places and historical landscapes to inspire and stimulate creativity. That potential – that intersection of historical place with innovation and imagination – is reflected in the Trust's values and its work.

Let me tell you about the [Doris McCarthy Artist-in-Residence Program](#) at Toronto's Fool's Paradise, which the Trust operates at the former home and studio of Canadian artist Doris McCarthy. Since 2015, 40 artists have participated, helping us to realize Doris' vision to provide a unique, living and working incubator for visual artists, musicians and writers of all disciplines. And participants have drawn inspiration from the surrounding landscape of the Scarborough Bluffs. Visual artist Steven Beckly said of his 2017 experience: "It helped me re-establish an intimate connection with the environment, which has affirmed a new sense of purpose in my work."

Of course, the beautiful [Elgin and Winter Garden Theatre Centre](#) – with its stacked theatres, rehearsal studios and lobby spaces – is a creative hub in the arts community, providing unique places of assembly, hosting performances, festivals and film shoots. It has been a venue of choice for many theatre and event producers, film directors and audiences.

Film designers and directors have long found inspiration in Ontario's historical sites and landscapes. Prior to the pandemic, film tourism was growing significantly. Trust sites have provided the backdrop for many film and television productions, such as *The Shape of Water*, *The Handmaid's Tale*, *The Umbrella Academy*, *Zeus*, *Mrs. America* and *Self Made: Inspired by the Life of Madam C.J. Walker*.

Heritage spaces encourage introspection. They connect us in interesting ways to the spirit, capabilities and resilience of people of earlier times, and those values ripple through time and experience to influence our present. They inspire stories, art and performances, music and dance. The [Lieutenant Governor's Ontario Heritage Awards](#) have celebrated excellent examples of conservation initiatives that showcase the connection of space with cultural expression.

Below, we share some examples from the Trust's work and that of partners across the province. These points of connection among the heritage sector, creative industries and the culture economy are vital to vibrant societies and become increasingly important as we transform and renew, as we reconnect communities with heritage spaces and historical landscapes to create theatre, performance, music and dance, promote publishing, and imagine new technologies.

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*Recent research by Heritage Alliance in the U.K. has shown that "... creative businesses are naturally drawn to the atmosphere and the unique character of the historic environment – many cluster around groups of heritage buildings and conservation areas. In fact, 26% of creative industries are located in conservation areas."*

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## Recognizing creative excellence



Photo: The Ward Cabaret

The annual Lieutenant Governor's Ontario Heritage Awards honour groups and individuals who have contributed to heritage conservation, environmental sustainability and biodiversity, and cultural and natural heritage. Some of these projects have also connected space with cultural expression and creativity – from film projects to live performances to adaptive reuse. Examples include:

- **The Performance of The Ward Cabaret (2020 recipient)**: This cabaret was conceived to throw a spotlight on Toronto's The Ward, the city's first significant immigrant enclave, telling incredibly rich stories of the urban experience of life in Toronto. The Ward Cabaret restores the vibrant stories and street sounds of St. John's Ward, bringing new life to a now-vanished space and using music to forge a connection to the past.
- **Home Made Visible (2019 recipient)**: Home Made Visible is an archival and digital stories preservation project, active between 2018-19. Through the digitization of home movie footage from Indigenous people and visible minorities, the project addresses a deficit in archived footage from these groups in Canadian archives. It has digitized 296 home movies in two years, with the guidance and archiving

expertise of York University Libraries.

- **The Restoration of the Windsor Armouries (2018 recipient):** The University of Windsor transformed the 1901 Windsor Armouries, once home to the Essex Fusiliers, into a state-of-the-art learning centre for the creative arts. The restoration is playing a key role in the revitalization and diversification of Windsor's downtown, has given a new focus to Windsor's military history, and has provided significant additional learning space for the creative arts.

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## Doris McCarthy Artist-in-Residence Program brings space and expression together



From left: Evin Collis (multi-disciplinary artist), Lou Sheppard (artist and educator), Meaghan Hyckie (visual artist) and Fiona Freemark (visual artist), alumni of the Doris McCarthy Artist-in-Residence Program at Fool's Paradise

This year, the Trust welcomes four new artists to Fool's Paradise as part of the Doris McCarthy Artist-in-Residence Program. Now in its seventh year, the program connects



established and emerging artists with a unique heritage property imbued with Doris' energy and love for nature, where they can live and create. Learn more about the Doris McCarthy Artist-in-Residence Program and Fool's Paradise on our [website](#).

#### **Testimonials about Fool's Paradise:**

- “A real sanctuary to make art and wander the ravine, lakeshore and woods of the area.” – Evin Collis, multi-disciplinary artist, 2018
- “I was stunned by the serenity of Fool's Paradise: the animals wandering across the grounds, how the sky vanishes into the water and the trees stand on the precipice of the bluffs. It effected a rupture from my city life.” – Janieta Eyre, photographer, 2019

Watch our [playlist of videos](#) to learn more about the connections that artists have made to their work through their time at Fool's Paradise as part of the Doris McCarthy Artist-in-Residence Program.

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### **Inspiring creativity**

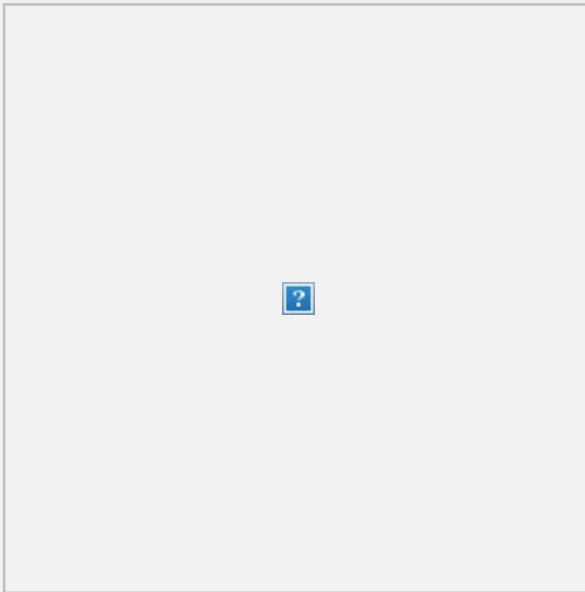


Toronto's St. Anne's Anglican Church has ceilings that were painted by members of the Group of Seven (Photo: Alex Meoko)

[Heritage Matters](#) has explored the power of historical spaces and landscapes to inspire creativity. Here are some examples:

- [Quiet on the set](#) - See how historical locations have often been preferred backdrops for film projects
- [Todd Stewart](#), Doris McCarthy Artist-in-Residence Program alumnus, talks about the connection to place that comes with being alone in it
- [Art in the church and the church in art: Work of the Group of Seven](#) - Places of worship have historically also been repositories of art or the subject of artists. Explore some of the places of worship in Ontario that have been influenced by the Group of Seven.
- [Arts and culture in francophone Ontario](#) - Learn about the rich history of Ontario's artistic heritage as told through the eyes of francophone artists.
- [Heritage and the arts: Seeing Ontario from a whole new perspective](#) - This article showcases how local artists were inspired to create by visiting heritage sites during the Doors Open Ontario season.
- [Painted Ontario](#) - Learn about Ontario's past through its artwork.
- [Off the wall](#) - Explore the graffiti at Toronto's Don Valley Brick Works and see how it helps tell the story of this industrial site.

## Did you know?



Doris McCarthy (1910-2010) studied at the Ontario College of Art (now OCADU) on a scholarship, and was a contemporary of the Group of Seven.

“I was influenced very strongly by the tradition of going out into nature and painting what was there.”

Post Romano Fool's Paradise, 1948, by Doris McCarthy

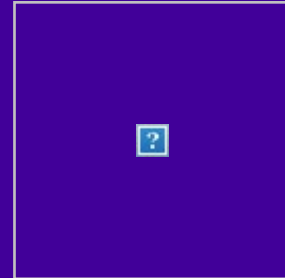
**Share Heritage Matters ... *more!*  
with your friends and colleagues**



Your support allows the Trust to continue the important work of conserving the province's cultural and natural heritage for the people of Ontario. We invite you to join us.

Give today

The Ontario Heritage Trust envisions an Ontario where we conserve, value and share the places and landscapes, histories, traditions and stories that embody our heritage, now and for future generations.



**COVID-19 update:** The Trust's cultural sites remain closed to the public to protect the health and safety of the public, staff and partners as we work towards reopening. Some of our natural areas and trails are **open**. **Doors Open Ontario** has gone digital, and we look forward to seeing you back in communities once it is safe to do so. The Trust continues to protect and conserve Ontario's heritage and share our stories. Please check our websites and follow our Facebook, Twitter and Instagram to enjoy exhibits, share stories and explore the province with us.

Mars 2021

***Questions de patrimoine... toujours plus!***

**Ministry of Health**

Office of Chief Medical Officer of  
Health, Public Health  
393 University Avenue, 21<sup>st</sup> Floor  
Toronto ON M5G 2M2

Tel.: 416 212-3831  
Fax: 416 325-8412

**Ministère de la Santé**

Bureau du médecin hygiéniste en  
chef, santé publique  
393 avenue University, 21<sup>e</sup> étage  
Toronto ON M5G 2M2

Tél. : 416 212-3831  
Télééc. : 416 325-8412

March 18, 2021

Dear Ontario Camps Association and Overnight Camp Operators,

Nothing is more important right than the health and safety of all Ontarians, including our children. During these unprecedented times, the province continues to take action to protect our most vulnerable, and aggressively work to stop the virus spread in our communities based on public health advice and the best available evidence.

We also recognize the importance of camps in general to the development, physical and mental well-being as well as long-term resiliency of Ontario's children and youth.

As all 34 public health units have transitioned back to the [COVID-19 Response Framework: Keeping Ontario Safe and Open](#) (the "Framework"), the province continues to review the evidence and consult with public health experts, and local medical officers of health to determine if and when additional changes to the Framework, including relaxing of the existing measures can be recommended.

We recognize and acknowledge that many sectors, including overnight camps, are seeking government confirmation of being able to operate in 2021. We are also aware that there is considerable planning and preparatory work in order to support safe re-opening and operations.

As you are aware from ongoing discussions with this office, there is generally support for planning to re-open overnight camps for children and youth in Ontario in 2021, subject to specific conditions. We continue to work on further instruction and guidance for specific conditions that will need to be met that will include but are not limited to the implementation of a suite of comprehensive public health and workplace safety measures. We look forward to continuing our consultation with the OCA over the coming weeks to complete this work.

As part of planning for re-opening, the sector needs to be prepared to respond to the COVID-19 epidemiological context and uncertainty. Unfavourable changes in epidemiological trends (increase case counts, outbreaks or circulating variants of concern), may result in changes to operating requirements, including the potential to reverse or modify plans to re-open. Overnight camps also need to be aware of and abide by any local municipal bylaws or direction from local public health units.

We look forward to continued dialogue and planning.

Sincerely,



David C. Williams, MD, MHSc, FRCPC  
Chief Medical Officer of Health

**Bruce Area Solid Waste Recycling**

Board of Management, Regular

Present: Ryan Nickason, Chris Peabody, Mark Ireland, Lillian Abbott, Dave Cuyler, Vince Cascone, Karrie Drury.

#1-2021

January 21, 2021

Absent: John Rich, Jay Kirkland.

Item 1: No pecuniary interests were declared.

Item 2: Monthly Reports

Moved by Ryan Nickason

Seconded by Dave Cuyler

That we accept the minutes of the regular meetings held December 17, 2020 as distributed

Carried.

Moved by Ryan Nickason

Seconded by Lillian Abbott

That we have reviewed cheque numbers 16452 to 16528 inclusive total \$149,210.17.

Carried.

Financial Statements - December 2020

-tonnage diverted from landfills for December 2020 totalled 508.72 T

-year to date tonnage diverted from landfills totalled 5,561.19 T

-net income for December 2020 totalled \$98,411.99

-year to date net loss totalled \$57,324.63, comparing to the net loss in 2019 totalling \$213,293.

Lillian Abbott inquired about the continued cost of shipping commingled recycling to Waste Management. Vince reported that due to safety measures in place due to the pandemic, there can only be 3 people on the sort line instead of the usual 4, this is causing the plant staff to fall behind.

An inquiry was made about the port-a-potty rental. This was rented to give any drivers picking up recyclable material to use instead of them coming into the building to use the facilities.

Item 3: Other Business

Vince presented the 2021 Capital Budget. Mark Ireland inquired whether or not some of these expenses should fall under operating expenses instead of capital. Karrie noted that some expenses will not be used, if these amounts were placed into the operating budget, that would increase the member per household cost dramatically.

Moved by Mark Ireland

Seconded by Dave Cuyler

That we approve the 2021 Capital Budget as presented by Vince Cascone.

Carried.

Vince reported to the board about a situation with an employee, this is an ongoing matter and he wanted the board to be aware of it.

Moved by Lillian Abbott

Seconded by Mark Ireland

That we adjourn to meet again February 18, 2021 at **9 am via Zoom**.

Carried.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary/Treasurer



**Bruce Area Solid Waste Recycling**

Board of Management, Special

#1-2021

January 21, 2021

Present: Lillian Abbott, Chris Peabody, Dave Cuyler, Rick Nickason, Lillian Abbott, Vince Cascone and Karrie Drury.

Absent: John Rich, Jay Kirkland.

Item 1: No pecuniary interests were declared.

Item 2: Moved by Lillian Abbott

Seconded by Dave Cuyler

That we open a special meeting at 9:10 a.m.

Carried.

Item 3: Moved by Lillian Abbott

Seconded by Mark Ireland

That we appoint BDO of Port Elgin as auditor for BASWR for the 2021 fiscal year.

Carried.

Item 4: Moved by Lillian Abbott

Seconded by Mark Ireland

That we accept the following appointed members as Directors of the Board of Management for BASWR for the 2021 fiscal year:

Arran-Elderslie-Ryan Nickason

Brockton-Chris Peabody

Huron-Kinloss-Lillian Abbott

Kincardine-Dave Cuyler

Saugeen Shores-John Rich

South Bruce-Mark Ireland

South Bruce Peninsula-Jay Kirkland

Carried.

Item 5: Karrie opened the floor for nomination for the position of Chairperson for the 2021 fiscal period. Lillian Abbott nominated Mark Ireland for the position of Chairperson, Ryan Nickason seconded the nomination. There were no other nominations. Mark accepted the position of Chairperson. The floor was then open for nominations for the position of Vice Chairperson for the 2021 fiscal period. Dave Cuyler nominated Lillian Abbott, for the position of Vice Chairperson, seconded by Ryan Nickason. There were no other nominations. Lillian accepted the position of Vice Chairperson.

Moved by Lillian Abbott

Seconded by Ryan Nickason

That we accept Mark Ireland as Chairperson of BASWR for the 2021 fiscal year.

Carried.

Moved by Dave Cuyler

Seconded by Ryan Nickason

That we accept Lillian Abbott as Vice Chairperson of BASWR for the 2021 fiscal year.

Carried.

Moved by Dave Cuyler

Seconded by Ryan Nickason

That we accept the following individuals as Signing Officers of BASWR for the 2021 fiscal period.

Vince Cascone

Karrie Drury

Mark Ireland

Lillian Abbott

Moved by Ryan Nickason

Seconded by Mark Ireland

That we adjourn the special meeting at 9:14 a.m.

Carried.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
  
Secretary/Treasurer

**From:** [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)  
**To:** [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)  
**Subject:** FW: OPG's biodiversity work in Bruce County wins Gold Certification  
**Date:** March 25, 2021 3:36:28 PM

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**From:** KUNTZ Fred -SRNUCLEAR <[fred.kuntz@opg.com](mailto:fred.kuntz@opg.com)>  
**Sent:** March 23, 2021 11:17 AM  
**To:** KUNTZ Fred -SRNUCLEAR <[fred.kuntz@opg.com](mailto:fred.kuntz@opg.com)>  
**Subject:** OPG's biodiversity work in Bruce County wins Gold Certification



Today, OPG is issuing this news release: **OPG's biodiversity work in Bruce County wins Gold Certification**

See link: [News and media > Media releases | OPG](#)

The full text is also below.

OPG is excited to receive this recognition of good work we are doing to restore and protect natural habitats on OPG-retained lands at the Bruce nuclear site, and in partnership with local and regional environmental and community groups.

Please email or call if any questions.

Best regards,

Fred

**Fred Kuntz**

Senior Manager, Corporate Relations and Projects | Bruce County

**Ontario Power Generation**

W. (519) 361 6414 ext 3456 | M. (519) 540 8410 | [fred.kuntz@opg.com](mailto:fred.kuntz@opg.com)  
P.O. Box 7000, 177 Tie Road, Kincardine, ON N0G 2T0

March 23, 2021

## **OPG's biodiversity work in Bruce County wins Gold Certification**

*Highest level of recognition from Wildlife Habitat Council*

**Kincardine, Ont.** – Ontario Power Generation (OPG) has been awarded Gold Certification by the Wildlife Habitat Council (WHC), for biodiversity programs at the Western Waste Management Facility (WWMF).

“We are proud of this achievement, reflecting OPG’s commitment to biodiversity at the Western facility,” said Jason Van Wart, OPG’s Vice President of Nuclear Waste Management. “It’s consistent with OPG’s history of protecting the environment at its operations throughout the province.”

“Congratulations to OPG on this achievement,” said Bill Walker, Associate Energy Minister for Ontario and MPP for Bruce-Grey-Owen Sound. “Your good work to restore and conserve Ontario’s wildlife habitats is valuable to the environment and appreciated by the people who live here.”

Gold Certification recognizes years of work on environmental, conservation and community programs at the WWMF, within the OPG-owned Bruce nuclear site, located in Kincardine. Biodiversity programs at the site ranged included:

- Habitat restoration for turtles and birds, such as ducks and meadow larks.
- Helping to manage invasive species.
- Providing awareness and community engagement programs to residents in Bruce County, often in partnership with local environmental and conservation groups.

“At OPG, protecting and nurturing Ontario’s biodiversity is a fundamental part of our operations. We greatly appreciate the Council’s recognition for our commitment to protecting natural habitats, including in Bruce County,” said Aaron Del Pino, Vice President of Environment, Health & Safety.

A score by the Wildlife Habitat Council can fall into three categories: Certified, Certified Silver or Certified Gold. The Gold Certification is a three-year designation, after which the facility may reapply. Other OPG operations that have received Gold Certification are OPG’s Niagara Operations, the Darlington and Pickering Nuclear Generating Stations, the Eastern Operations hydroelectric group and its dual-fuelled Lennox Generating Station, South Central Operations and the Wesleyville site.

“The Western Waste Management Facility and Bruce Complex met the strict requirements of our Conservation Certification,” said Margaret O’Gorman, President of the Wildlife Habitat Council. “Companies like Ontario Power Generation who achieve Gold Certification are environmental leaders, voluntarily managing their lands to support sustainable ecosystems and the communities that surround them.”



The Wildlife Habitat Council certifies conservation programs on corporate lands around the world and promotes environmental management through various partnerships and education. All applications for certification are reviewed and scored on an individual basis by a third party against project specific criteria. For more information, visit [www.wildlifehc.org](http://www.wildlifehc.org)

### **About OPG**

OPG is a climate-change leader and the largest electricity generator in the province, providing more than half of the power Ontarians rely on every day. It is also one of the most diverse generators in North America, with expertise in nuclear, hydroelectric, biomass, solar and natural gas technologies.

-30-

**For further information, please contact:**

Ontario Power Generation  
416-592-4008 or 1-877-592-4008  
Follow us @opg

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**From:** [Walker, Bill](#)  
**To:** [Fell, Chris](#)  
**Subject:** News Release: Ontario's Action Plan: Protecting People's Health and Our Economy  
**Date:** March 25, 2021 11:39:49 AM  
**Attachments:** [Banner - Media Release.png](#)

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*For Immediate Release*  
*March 25, 2021*

## **Ontario's Action Plan: Protecting People's Health and Our Economy**

*2021 Budget brings province's COVID-19 response to \$51 billion, including support in Bruce-Grey-Owen Sound*

OWEN SOUND - The *2021 Budget* is the next phase of Ontario's response to COVID-19 and is the second Budget the government has delivered during the pandemic.

"You can't have a healthy economy without healthy people," said Minister Bethlenfalvy. "For the past year, we have been focused on protecting people from COVID-19. Many challenges lie ahead. But with vaccines being distributed in every corner of the province, hope is on the horizon. We are ready to finish the job we started one year ago."

The *2021 Budget* builds on the government's record investments in response to the global pandemic, bringing total investments to \$16.3 billion to protect people's health and \$23.3 billion to protect our economy. Ontario's COVID-19 action plan support now totals \$51 billion.

It includes investments to support people and jobs in Bruce-Grey-Owen Sound, including:

- Support for a new state-of-the-art hospital in Markdale
- Expanding the Community Paramedicine program for Long-Term Care in Grey County
- New long-term care beds for projects in Owen Sound, Meaford, Markdale, Durham and

Hanover

- A new school in Meaford and a significant expansion of St. Mary's Catholic School in Owen Sound

"The hard work and sacrifice of people of Bruce-Grey-Owen Sound is helping us reach the day when the pandemic is behind us," said Walker. "Our government will continue to be there every step of the way to protect people's health and jobs. Working together, we will unleash the economic growth that is necessary for job creation, prosperity and a stronger province."

**Protecting People's Health** is the first pillar of the *2021 Budget*. It includes measures for defeating COVID-19, fixing long-term care and caring for people.

"Vaccines are the light at the end of the tunnel, and boots are on the ground to get vaccines into arms as they arrive in the province," said Minister Bethlenfalvy. "We will continue to invest in our health care system today and for the long term, building on record investments since the start of the pandemic to create more hospital beds, build and improve hospitals, increase testing, and fix long-term care."

Highlights of Ontario's plan to **defeat COVID-19**:

- To vaccinate every person in the province who wants to be vaccinated, Ontario has made more than \$1 billion available for a provincewide vaccination plan. Ontario is also making it safer to re-engage with workplaces, businesses and communities with \$2.3 billion for testing and contact tracing.
- To protect the frontline heroes and vulnerable people, Ontario has made available \$1.4 billion for personal protective equipment, including more than 315 million masks and more than 1.2 billion gloves.
- To ensure that every person who requires care in a hospital can access a bed, even during the worst of the pandemic, the government is investing an additional \$5.1 billion to support hospitals since the pandemic began, creating more than 3,100 additional hospital beds. This includes \$1.8 billion in 2021–22 to continue providing care for COVID-19 patients, address surgical backlogs and keep pace with patient needs.

Highlights of Ontario's plan to **fix long-term care**:

- To address decades of neglect and help those waiting to get into long-term care, Ontario is investing an additional \$933 million over four years, for a total of \$2.6 billion, to support building 30,000 new long-term care beds. Ontario is also investing \$246 million over the next four years to improve living conditions in existing homes, including ensuring that homes have air conditioning for residents, so loved ones can live in comfort and with safety, dignity and respect.
- To protect loved ones in long-term care from the deadly COVID-19 virus, Ontario is

investing an additional \$650 million in 2021–22, bringing the total resources invested since the beginning of the pandemic to protect the most vulnerable to over \$2 billion.

- To ensure loved ones receive the best quality care in Canada, Ontario is investing \$4.9 billion over four years to increase the average direct daily care to four hours a day in long-term care and hiring more than 27,000 new positions, including personal support workers (PSWs) and nurses.

Highlights of Ontario’s plan to **care for people**:

- To help the thousands of people struggling with mental health and addictions issues, Ontario is providing additional funding of \$175 million in 2021–22 as part of a historic investment of \$3.8 billion over 10 years, to provide more and better care for everyone who needs it.

**Protecting Our Economy** is the second pillar of the *2021 Budget*. It outlines Ontario’s plan to support families, workers and employers.

“The necessary public health measures have come at a cost for workers, families and business owners, but there is no question that they have saved lives,” said Minister Bethlenfalvy. “We recognize the sacrifices that have been made. We are taking further steps to provide additional relief and support to those who have been most impacted by the pandemic, including providing a third round of direct payments to parents, doubling the Ontario Small Business Support Grant, and helping workers with their training expenses.”

Highlights of Ontario’s plan to **support workers and families**:

- To help workers with their training expenses, the government is proposing a new Ontario Jobs Training Tax Credit for 2021. It would provide up to \$2,000 per recipient for 50 per cent of eligible expenses, for a total of an estimated \$260 million in support to about 230,000 people in 2021.
- To help families — who have faced new pressures and expenses due to the pandemic — keep more money in their pockets, the government is providing a third round of payments to support parents through the Ontario COVID-19 Child Benefit, totalling \$1.8 billion since last March. The payment will be doubled to \$400 per child for this round and \$500 for each child with special needs, which means a family with three young children, one of whom has special needs, will receive \$2,600 in total after the third round of payments.
- To support parents with the cost of child care and help them get back to the workforce, the government is proposing a 20 per cent enhancement of the CARE tax credit for 2021. This would increase support from \$1,250 to \$1,500, on average, providing about \$75 million in additional support for the child care expenses of over 300,000 families.

### Highlights of Ontario's plan to **support jobs**:

- To help small businesses that have been most affected by the necessary restrictions to protect people from COVID-19, Ontario is providing a second round of Ontario Small Business Support Grant payments to eligible recipients. Approximately 120,000 small businesses will automatically benefit from an additional \$1.7 billion in relief through this second round of support in the form of grants of a minimum of \$10,000 and up to \$20,000 — bringing the estimated total support provided through this grant to \$3.4 billion.
- To support Ontario's tourism, hospitality and culture industries that have been among the most heavily impacted by the COVID-19 pandemic, Ontario is investing an additional \$400 million over the next three years in new initiatives to support these sectors. This builds on previously announced investments of \$225 million, bringing the total to more than \$625 million since the pandemic began.
- To connect homes, businesses and communities to broadband — which COVID-19 has demonstrated is a necessity, not a luxury — Ontario is investing \$2.8 billion, bringing the Province's total investment to nearly \$4 billion over six years beginning 2019–20.

### Highlights of Ontario's plan to **support communities**:

- To support faith-based and cultural organizations that are struggling due to the additional costs caused by COVID-19, Ontario will be making up to \$50 million available for grants to eligible organizations.
- To support Ontario's 444 municipalities, the Province's key partners in the fight against COVID-19, the government is providing almost \$1 billion in additional financial relief in 2021 to help preserve vital public services and support economic recovery.

Learn more about Ontario's plan to protect our economy.

### *Quick Facts*

- Like economies around the world, Ontario has been significantly impacted by the COVID-19 pandemic. The province's real gross domestic product (GDP) is estimated to have declined by 5.7 per cent in 2020. As the economy recovers, Ontario's real GDP and employment are both forecast to surpass their pre-pandemic levels in early 2022.
- Ontario is projecting a \$38.5 billion deficit in 2020–21. Over the medium term, the government projects steadily declining deficits of \$33.1 billion in 2021–22, \$27.7 billion in 2022–23 and \$20.2 billion in 2023–24.
- Please view the full budget here: [2021 Ontario Budget, Ontario's Action Plan: Protecting People's Health and Our Economy](#)

In order to provide transparency about the high degree of economic uncertainty, the *2021 Budget* includes Faster Growth and Slower Growth scenarios that the economy could take over the next several years and illustrates the possible impacts on Ontario's finances.

## GENERAL BOARD MEETING MINUTES

Friday, January 22, 2021, 11:00 a.m.

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

**Board Members Absent:** None

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

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

### 1. Call to Order

President Mike Myatt called the meeting to order at 11:08 a.m..

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

None declared.

### 3. Approval of the Agenda

#### Motion #2021-001

Moved by Warren Dickert; Seconded by Beth Hamilton  
That the agenda for January 22, 2021 be accepted as circulated.

**Carried**

### 4. Minutes of the December 2, 2020 General Board Meeting

#### Motion #2021-002

Moved by Ed McGugan; Seconded by Scott Mackey  
That the minutes of December 2, 2020 be amended to replace “noted” in the fourth sentence in the third paragraph of item 6 C with “speculated”, and that the Board approve and adopt the minutes of the December 2, 2020 Board Meeting as so amended.

**Carried**

### 5. Business Arising from the Minutes

There was no business arising from the minutes.

### 6. Correspondence

#### A. Letter from the Township of Chatsworth

The Board noted the contents of the letter.

#### B. Email from the Municipality of Arran-Elderslie

The Board noted the contents of the email.

### **C. Letter from Client**

Dave Cuyler said that he knows the client and responded to him, explaining that COVID had disrupted service. The President emphasized the need to respond to all letters from clients and the Manager explained that when he receives such correspondence it is brought to the Board. He has not yet responded to this particular letter.

The President will draft a response to this client explaining the situation and thanking him for getting in touch. The draft will be sent to the Board for review.

Scott Mackey clarified that the measures that concern this client were for the long term stability of SMART, not as a result of COVID. The President agreed that SMART needs to find cost savings for its long term sustainability and added that he found the letter moving and genuine. Ed McGugan found the letter is heartbreaking and emphasized that decisions taken in the interests of the long term stability of the organization nevertheless affect people's lives. Dave Cuyler said that he would clarify with the client that the decisions affecting him were not only the result of COVID, but a need to ensure long term sustainability through cost savings.

Warren Dickert wanted to know how many such letters have been received. The Manager said that he would have to review past agendas to know how many, adding that such correspondence, whether by letter or email, is always placed on the Board agenda.

#### **Motion #2021-003**

Moved by Dave Cuyler; Seconded by Ed McGugan

That the letter from the Township of Chatsworth, the email from the Municipality of Arran-Elderslie and the letter from a client be received for information

**Carried**

## **7. Manager's Reports and Recommendations**

### **A. Report 2020-57 November 2020 Operational**

The Manager presented the report, noting that there were no significant changes from October. Compared to November 2019, ridership was down 47% for individual rides and 82% for excursions.

#### **Motion #2021-004**

Moved by Beth Hamilton; Seconded by Warren Dickert

That Report 2020-57 November 2020 Operational be approved as presented.

**Carried**

### **B. Report 2021-01 December 2020 Operational**

The Manager presented the report, noting that ridership was similar to November, although there were about 100 more rides than in November, and group rides were down 57% year over year.

#### **Motion #2021-005**

Moved by Dave Cuyler; Seconded by Dean Leifso

That Report 2021-01 December 2020 Operational be approved as presented.

**Carried**

### **C. Report 2021-02 2020 Annual**

The Manager presented the report noting that 2020 was very different with a 54.7% overall decrease in ridership. He highlighted the gas tax reserve account and the purchase of new vehicles, adding that SMART provides a safe and dependable service with outstanding value.

Beth Hamilton suggested that the report could be co-written with the President to highlight the resilience demonstrated by SMART and what a great job was done during COVID. She suggested



highlighting issues such as the training and cleaning that was done to ensure uninterrupted service and the strong leadership shown by the Board and the Manager, as well as the changes in service, including the discontinuation of Sunday service and weekend dispatch. She suggested that the report should contain a forecast to March, so the member municipalities know what is coming. She referred to a misleading headline that had appeared in the Post suggesting that SMART was not managing well.

Scott Mackey supported a co-written report, adding that it was a busy year with a lot of changes and good work done through COVID, which should be documented since these changes were made to support the long term sustainability of SMART.

Ed McGugan supported the ideas put forward by Beth Hamilton. He referred to the plexiglass panels that were installed to separate passengers and drivers, and asked if there were any situations where anyone caught COVID on a SMART vehicle or anyone with COVID was transported. The Manager responded that no one caught COVID and no one with COVID was transported. He added there was one request for a trip to a COVID testing site and SMART decided not to transport the person who was able to travel for the test in a conventional taxi.

The President agreed that he and the Vice President will work with the Manager to rewrite the report.

**Motion #2021-006**

Moved by Beth Hamilton; Seconded by Dave Cuyler

That Report 2021-02 2020 Annual be modified to include SMART's accomplishments and the changes made to its operations in 2020.

**Carried**

**8. New HR Policies**

Catherine McKay highlighted for the Board the three policies: Code of Conduct and Conflict of Interest, Leave of Absence and Vacation and the general implementation considerations as set out in her memorandum to the Board.

On the Code of Conduct and Conflict of Interest policy, the board agreed that tan and navy clothing would be introduced only as items wear out and that embroidery on tan clothing is to be black.

With respect to the Vacation policy, Scott Mackey stated that vacation pay should be paid out according to the Employment Standards Act. The Manager said that staff receive their vacation pay when they take their vacation and all vacation pay is paid out by the end of the year. The Manager has not calculated the cost of paying out recalculated vacation pay at 6% rather than 4% for those who passed their 5<sup>th</sup> anniversary but estimates that it would be a few thousand dollars. He proposed that vacation pay at 6% be paid out once an employee has passed their 4<sup>th</sup> anniversary and the Board agreed with this practice. Warren Dickert asked about staff receiving fewer unpaid vacation days than in the past, and it was explained that staff could still request unpaid days off in addition to their vacation days so as to receive the same total amount of time off as they had in the past. It was noted that unpaid time off should not be considered as vacation, since vacation is a statutory requirement.

Catherine McKay proposed that SMART policies should be in electronic form to avoid maintaining multiple hard copies of policies and make distribution and updating administratively easier. Warren Dickert stated that he is in favour of electronic policies and asked if a record is kept in training files confirming that staff have received and read the policies. The Manager stated that staff sign off on policies by email.

**Motion #2021-007**

Moved by Beth Hamilton; Seconded by John Woodbury

That the Board approve the Code of Conduct and Conflict of Interest, the Leave of Absence Policy and the Vacation Policy with the Manager and Catherine McKay to set implementation dates no later than April 1, 2021.

**Carried**

**9. Review of Partnership Agreement**

The President suggested that two Board members and the newly elected President form a committee to meet in the next few weeks to review the agreement which has not been updated in a long time. This issue will be left with the new President.

**10. Election of Officers**

The President noted that it has been an interesting eighteen months since he was elected President. He thanked his predecessor, John Woodbury, and noted that the Board has done a fabulous job, held meaningful discussions and is headed in the right direction. He added that Saugeen Shores Council has reappointed him to the SMART Board for another two years so he will be staying on as Past President.

The President called for nominations for President. Ed McGugan thanked the President for his contribution and nominated Warren Dickert. Scott Mackey seconded the nomination. Warren Dickert accepted the nomination and thanked Ed McGugan and Scott Mackey. The President called for nominations a second and third time and there were no further nominations. Scott Mackey moved that nominations be closed, seconded by Dean Leifso. Warren Dickert was declared President.

The President called for nominations for Vice President. On behalf of the Board, Scott Mackay thanked the President for his leadership and nominated Beth Hamilton. Ed McGugan seconded the nomination. Beth Hamilton accepted the nomination. The President called for nominations a second and third time and there were no further nominations. Dave Cuyler moved that nominations be closed, seconded by Warren Dickert. Beth Hamilton was declared Vice President. Mike Myatt acknowledged Beth Hamilton's contribution to the Board as well as the great work that she also does behind the scenes.

**11. Other Business****Board Bylaws**

The Past President raised the issue of the by-laws of the corporation which are outdated and need to be updated. He also suggested that SMART should have an Executive Committee of three Board members (the President, the Vice President and a Member at Large) to address critical issues that might arise such as in the area of staffing. He said that there should be three members to avoid tie votes. Dave Cuyler agreed, noting that his current commitments may not allow him to devote time to additional SMART duties, but he said it is important to have the third person. Scott Mackey agreed, noting that the Executive Committee should review the by-laws and he proposed that Dean Leifso would be an asset to the Committee. The Manager noted that in some organizations, there is the position of Past President which could be considered a member of the Executive Committee. Mike Myatt noted that he is the Chair of the HR Committee, and may not want to take on duties beyond that.

The Board arrived at a consensus to add a third member to the Executive Committee and the matter was left with the new President.

It was noted that Mike Myatt is the Chair of the HR Committee, with Committee members being Scott Mackey, Dave Cuyler and Warren Dickert. The election of a Chair for this committee will be done by the committee itself.

**Accident Rates**

Ed McGugan asked if it would be possible to publish accident rates such as the number and frequency of traffic accidents, and the number of accident free days so the public is aware of SMART's safety record. He also noted that this is information that the Board does not currently receive. The Manager explained that it would be necessary to define what an accident is, adding that the last collision was in 2012. Occasionally, drivers bump into things like light standards, which may not be considered an accident. Ed McGugan said that an accident could be defined as something occurring on a public road, and possibly with a client in the vehicle. This issue came to his attention when he came across a transit system in Michigan which noted the number of accident free days. He proposed that this issue be considered for future discussion.

**Employee Assistance Program**

Mike Myatt informed the Board that an employee assistance program would cost an additional \$2,500 per year in addition to the current benefits program. The Manager noted that he has information on both the basic and enhanced programs and the issue will be put on the agenda for the Board's March meeting.

**Fleet Rationalization**

Beth Hamilton advised the Board that she, Ed McGugan and Warren Dickert will work on a fleet rationalization report, assisted by the Manager. Scott Mackey noted that SMART has purchased three new 9-person vans and three more are scheduled for 2022, pointing out that the fleet rationalization report should address whether they are in fact needed.

**12. Adjournment**

Moved by John Woodbury; Seconded by Dean Leifso  
That the Board of Directors of SMART adjourn at 12:35 p.m.  
**Carried**

**Recording Secretary Meeting Attendance**

The Recording Secretary attended the following meetings in the first quarter of 2021:

- January 22, 2021



Warren Dickert, President



Catherine McKay, Recording Secretary

**From:** [Carmelo Lipsi](#)  
**To:** [clerk@arran-elderslie.ca](mailto:clerk@arran-elderslie.ca)  
**Subject:** MPAC: Aggregate Resources Act regulation changes  
**Date:** March 31, 2021 12:06:37 PM

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**To: Clerks, Chief Financial Officers and Treasurers**

Good afternoon Christine

This letter is to provide you with details on how you can support your local aggregate industry as important changes to [Ontario Regulation 244/97](#) under the *Aggregate Resources Act* (ARA) come into effect this week.

Applicants for a licence or permit under the ARA must notify landowners within 120 metres of the boundary of the proposed site. Beginning April 1, 2021, applicants for a licence or aggregate permit are to obtain the names and addresses of landowners from MPAC to fulfil their requirements to inform landowners as per Ontario Regulation 244/97 under the *Aggregate Resources Act*.

As a result, the Ministry of Natural Resources and Forestry will be directing applicants to MPAC beginning April 1<sup>st</sup>.

This applies to:

- applicants for a licence or aggregate permit, or wayside permit for a new site.
- applicants for some significant amendments to an existing licence, permit, or site plan.

MPAC will release landowner information to applicants in compliance with the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). A licencing agreement and associated fee will be required.

Applicants will be required to adhere to confidentiality requirements and proper use and disposal of personal information as part of their licencing agreement with MPAC and in accordance with the ARA regulation.

**Should you receive any requests for landowner contact information from applicants under the ARA, please direct them to [products@mpac.ca](mailto:products@mpac.ca) for provision of service. If applicants have questions about the ARA changes, we ask that you please direct them to the Ministry of Natural Resources and Forestry, Natural Resources Information and Support Centre, 1 800-667-1940 or [nrisc@ontario.ca](mailto:nrisc@ontario.ca).**

If you have questions about these changes, please contact your local Municipal and Stakeholder Relations Account Manager.

Stay well and safe.

Carmelo Lipsi  
Vice President, Valuation & Customer Relations  
Chief Operating Officer

[mpac.ca](http://mpac.ca)  
Municipal Property Assessment Corporation  
1340 Pickering Parkway, Suite 101 L1V 0C4

### **Copy**

MPAC Regional Managers and Account Managers  
Minister of Finance - Minister's Office  
Minister of Natural Resources and Forestry

Association of Municipalities of Ontario  
Federation of Northern Ontario Municipalities  
Northwestern Ontario Municipal Association  
Rural Ontario Municipal Association  
Top Aggregate Producing Municipalities of Ontario

> On Mar 29, 2021, at 9:31 AM, James <[captiveherps@hotmail.com](mailto:captiveherps@hotmail.com)> wrote:

>

> Good morning. I would like to see the bylaws amended to allow the keeping of a limited number of backyard chickens.

>

> Chickens have proven benefits in an urban/suburban setting including but not limited to sustainable living, egg production, pest and weed control, soil remediation through walk and drop manure, educational opportunities for young and old alike, reduction of our carbon footprints, and general improvement in mood/happiness.

>

> Chickens are highly social - they make great pets. You could watch them rooting in the soil for hours! They make FAR less noise than a barking dog or a leaf blower, and if their waste is dealt with regularly, do not make noxious odors.

>

> I live on the edge of Paisley, and since I am "in town" I am not able to keep a few hens. I really miss having my own fresh eggs, and the entertainment I received from keeping chickens.

> I think most lot sizes here are acceptable for keeping chickens without causing any inconvenience to any neighbors. The city of Guelph now allows the keeping of hens within it's boundary's.

>

> I hope that you will consider this request.

> Thank you.

>

> -----

> Origin: <https://www.arran-elderslie.ca/Modules/contact/search.aspx?s=niO1WtUnsgJzqIPiUsTr3GWVweQuAleQuAl>

> -----

>

> This email was sent to you by James<[captiveherps@hotmail.com](mailto:captiveherps@hotmail.com)> through <https://www.arran-elderslie.ca/>.



# Media Release

April 5, 2021

## Bruce and Grey Municipalities Move to Action on Safety and Well-Being

The Bruce and Grey Community Safety and Well-Being Advisory Committee is moving to action to further its goal of achieving safe, sustainable communities.

This large and dedicated collaborative is comprised of Bruce and Grey Counties, 16 lower-tier municipalities, eight police services, 14 police service boards, three boards of education, and more than 30 health and social service agencies and community committees. The Advisory Committee spent 2020 analyzing local data, reviewing community assets, and understanding resident perceptions of risks to safety and well-being shared through a community engagement survey. This work culminated in a regional Community Safety and Well-Being Plan (CSWBP) that was approved by both county councils.

Bruce County Warden Janice Jackson states, “We are taking a collaborative approach to creating safer communities. Our approved plan allows us to leverage resources, implement priority actions, and address emerging issues through further engagement with our residents and key partners. We look forward to continue building safe and healthy communities with all who call our region home.”

The Bruce and Grey CSWBP identified five priority areas of risk for partners to work together to make measurable improvements on both regional and local issues: Addiction and Substance Use, Mental Health, Crime Prevention, Housing and Homelessness, and Poverty and Income. To evaluate the impact of the COVID-19 pandemic on resident perceptions of safety and well-being, the committee has launched the community engagement survey for a second time. This survey runs from April 1 to May 16 and can be accessed on the CSWBP website at [cswbp-brucegrey.ca](http://cswbp-brucegrey.ca). To request a hard copy of the survey, please contact your local municipal office or visit the CSWBP website.

Grey County Warden Selwyn Hicks notes, “This is a good time to connect with residents and gauge perceptions regarding community safety and well-being. Using a regional lens, it will be interesting to learn from the data and understand how the pandemic has impacted our communities. Having the baseline from a year ago will help identify who has been most impacted so we can focus our efforts on strategies to meet people where they are at.”

In the coming months, the CSWBP Advisory Committee will be working with identified Action Tables to ensure that targeted engagement occurs both geographically and with residents impacted by the specific areas of risk.

The goal of CSWBP is to achieve sustainable communities where everyone is safe, has a sense of belonging and opportunities to participate, and where individuals and families can meet their needs for education, health care, food, housing, income and social and cultural expression. The success of society is linked to the well-being of each and every individual and integral to this success is cross-sector service coordination.

For more information on the Bruce and Grey Community Safety and Well Being Plan, please visit [cswbp-brucegrey.ca](http://cswbp-brucegrey.ca).

-30-

For media inquiries contact:

**Bruce County**

Adam Ferguson

[aferguson@brucecounty.on.ca](mailto:aferguson@brucecounty.on.ca)

226-909-6399

**Grey County**

Rob Hatten, Communications Manager

[rob.hatten@grey.ca](mailto:rob.hatten@grey.ca)

519-372-0219 ext.1235

C: 519-373-1592



**From:** [Walker, Bill](#)  
**To:** [Fell, Chris](#)  
**Subject:** News Release: MPP Walker announces \$60,000 Inclusive Community Grant for Grey County  
**Date:** April 7, 2021 9:56:09 AM  
**Attachments:** [image003.png](#)

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*For Immediate Release*  
*April 7, 2021*

## **MPP Walker announces \$60,000 Inclusive Community Grant for Grey County**

OWEN SOUND – Bruce-Grey-Owen Sound MPP Bill Walker has announced that Grey County will receive a \$60,000 grant from the Inclusive Community Grants program to support the county’s Age Friendly Community Strategy and Action Plan.

The Ontario Government is investing \$2.9 million through the Inclusive Community Grants program to support 55 diverse community projects that will keep people of all ages and abilities healthy and engaged across the province. This funding will help municipal partners, Indigenous groups and community organizations strengthen and build more inclusive communities.

“Inclusive Community Grants projects are a great way for our local projects go from idea to reality, here in Bruce-Grey-Owen Sound” said Walker. “This is great news for all residents in Grey County and I want to thank Minister Cho for his ongoing support of his important projects during these challenging times.”

The Inclusive Community Grant will support Grey County with the Age Friendly Community Strategy and Action Plan, building on recent policy and research initiatives undertaken by the County. The strategy will provide a road map to guide the corporation, and also inform the work of nine small rural member municipalities and other community partners to help ensure that decisions and actions reflect and respond to the needs of older adults in their communities. The Action Plan will outline short and medium term initiatives to bring the strategy to life.

“These projects will make a huge difference in the quality of life for older adults and people with disabilities,” said Raymond Cho, Minister for Seniors and Accessibility. “Through the Inclusive Community Grants we are taking steps to ensure that municipalities and local organizations are able to make our communities more inclusive and accessible – it’s a great example of what we can achieve when we work together!”

Municipalities and local organizations across Ontario can receive up to \$60,000 through Inclusive Community Grants for projects that foster inclusive community involvement for older adults and people of all abilities, using the province's age-friendly community planning guide.

The program is part of the government’s plan to help older adults and people with disabilities become more

active in their local communities.

#### **QUICK FACTS**

- Fifteen per cent of Ontarians have a disability and this number will increase as the population ages.
- By 2023, there will be 3 million Ontarians over the age of 65 – older adults are the province’s fastest growing demographic.
- Inclusive and Age-Friendly Communities work to promote accessibility, safety and active living for older adults and people with disabilities.

#### ADDITIONAL RESOURCES

- [See the full list of Inclusive Community Grants recipients \(hyperlink TBA\)](#)
- [Community Supports for Seniors](#)
- [Accessibility in Ontario](#)
- [Age-Friendly Communities Planning Guide](#)

-30-

CONTACT: Chris Fell | [chris.fell@pc.ola.org](mailto:chris.fell@pc.ola.org) | 519-371-2421



# MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL

April 12, 2021  
SRCLK.21.04

SUBJECT: Request to Acquire Municipal Lands – Village of Tara  
87 Bruce Road 17

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## RECOMMENDATION:

*Be It Resolved,*

- 1) That SRCLK.21.04 be received – Request to Acquire Municipal Lands – Village of Tara; and
- 2) That Council denies this request as per the recommendations of this report.

Submitted by:

Original Signed by

Reviewed by

Reviewed by

Christine Fraser-McDonald  
Clerk

Scott McLeod  
Works Manager

Bill Jones  
CAO

## BACKGROUND:

Mr. Brady Barfoot has approached the Municipality with a request to Council to consider the disposal of the lands to the north-east of his property. These lands are part of an unopened road allowance.

## COMMENTS:

The Clerk has had discussions with the Public Works Manager and with Bruce County Transportation. They have indicated that there is a drainage ditch on this unopened road allowance that the County uses for drainage from Bruce Road

17. Therefore, the sale of this road allowance would impede drainage from the County Road.

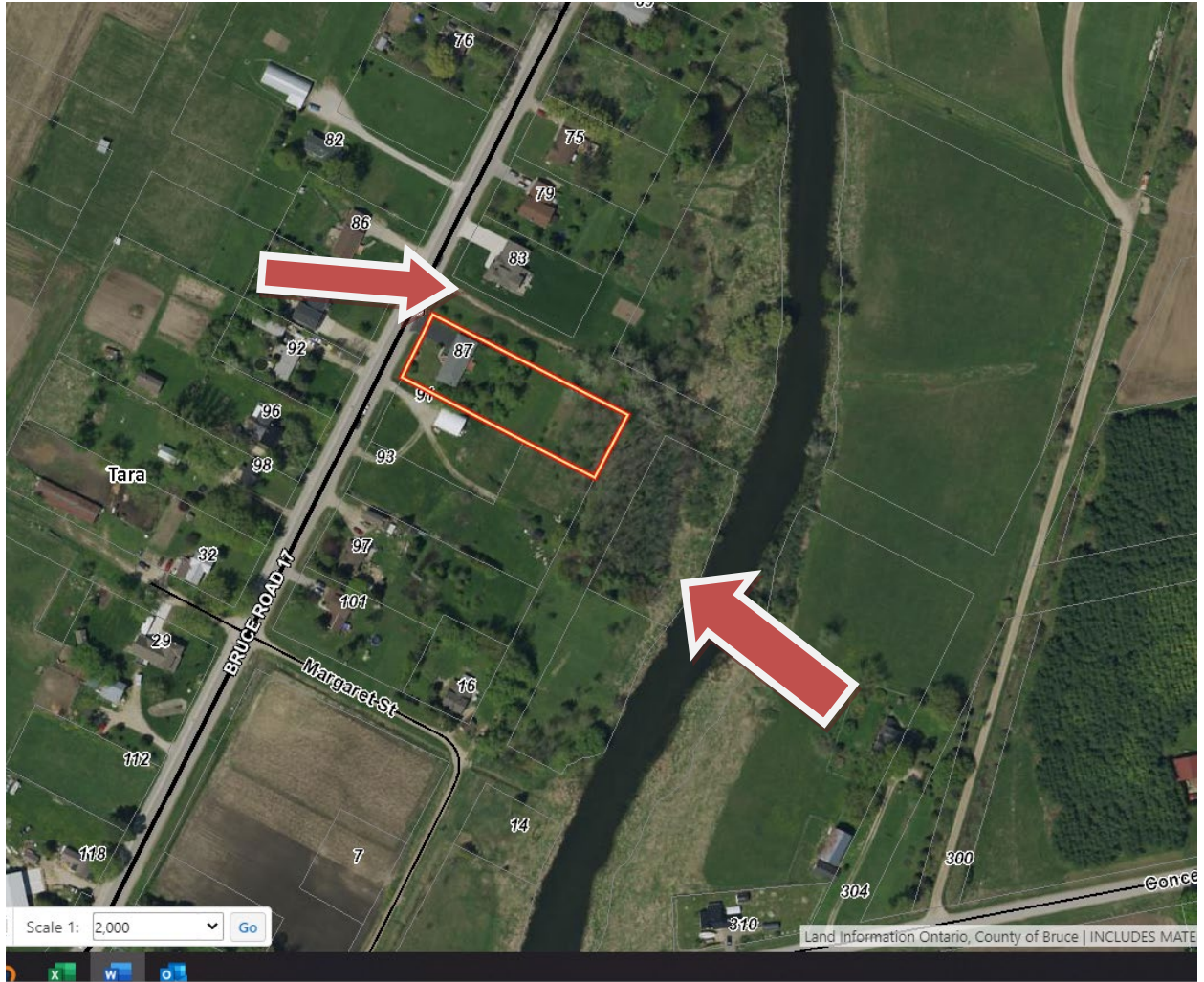
There is also an existing lot behind Mr. Barfoot's property, that, if this road allowance were sold, would not have access to the property.

**FINANCIAL/STAFFING/OTHER IMPLICATIONS:**

N/A

**CONCLUSION:**

Staff recommends that lands not be made available for sale and further that Mr. Barfoot be notified of this recommendation.





## MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL

April 12, 2021  
SRDPCLK.21.02

SUBJECT: eSCRIBE Update and Module Additions

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### RECOMMENDATION:

Be It Resolved

That Report SRDPCLK.21.02 be received and;

That Council direct Staff to purchase the Webcasting Lite, Vote manager + Request to Speak and Closed Captioning services for the Annual Fee of \$17,300.00 and One-Time Implementation & Setup Fee of \$5400.00.

Submitted by:

Reviewed by:

Original Signed by

Original Signed by

*Julie Reid*

*Christine Fraser McDonald*

Deputy Clerk

Acting CAO

### BACKGROUND:

The eSCRIBE Meeting Management solution was purchased with funds from the Efficiency/Modernization grant. Staff have been working towards implementing this software and are currently running meetings parallel with regular council meetings before going live with the program. eSCRIBE has many valuable features and we are at the point of the implementation process to make these additions. Currently, we can utilize the Meeting Management module, the

Report Manager, the Participant Module, the Internet Publishing and Citizen Engagement Module and the Form Authentication Module.

Other available modules include:

Vote manager & Request to Speak (RTS)

Webcasting Lite/Plus/Managed

Video Manager & YouTube Streaming

Public Comments

Delegation Request Management (DRM)

Board Manager

The Vote Manager and Webcasting Lite modules would be a valued add on to the process and implementing these now with the rest of the solution will save on additional costs to implement and train users down the road. These were not initially purchased so that the additional subscription fees were not charged while implementation was ongoing, and the features would not be in use.

## **COMMENTS:**

An overview of the additional modules is below.

Vote Manager & Request to Speak allows meeting participants to electronically vote on resolutions in real-time through their Participant Portal, iPad or Windows 10 tablet. Leveraging the enhanced Request to Speak add-on helps manage member debates in real-time during meetings. The module supports a wide range of vote types and is fully integrated with roll call, check-in/out, and pecuniary interest management. Vote results can be graphically displayed in-chamber and, when used with the Internet Publishing Plus module, published to the web.

The Webcasting Lite/Plus/Managed provides an end-to-end solution for capturing live and archival video from your council or boardrooms and streaming it live online through our municipal website with no programming required. Featuring unlimited storage and live and archived streaming of audio and video, Webcasting automatically records timestamps to synchronize the media with the meeting's agenda and minutes.

Automated closed captioning is offered as a fully-integrated option for any of eSCRIBE's Webcasting modules effortlessly bolstering your accessibility. And as an added bonus, eSCRIBE's closed captioning process also automatically generates a transcript that can be used to validate and update manually-entered meeting minutes.

Changes came into affect January 1, 2021 in regard to livestream and video media. Closed captioning services are required for video recordings that are

available for the public to access through our website to ensure full accessibility. Closed captioning is not a requirement for livestreaming services at this time. Recordings of the livestream can be archived to our server and requested by the public through the Clerks department.

In Grey and Bruce Counties there are 17 Municipal Councils and 2 County Councils as well as numerous Committees and Boards. 16 out of 19 Grey and Bruce County government bodies are utilizing live broadcast and recorded videos to provide increased accessibility, accountability, and transparency to their constituents. The legislation surrounding all these important aspects is evolving on a continual basis. The COVID19 pandemic has made accessibility even more challenging and there is no indication of when things will return to normal, if ever. Virtual and Hybrid meeting platforms are becoming more and more prominent and likely to continue long past the end of the pandemic. Bill 187 was passed in March of 2020 which amended the Municipal Act to allow for electronic participation in both open and closed council meetings during a declared emergency. Bill 197 was passed in July of 2020 further amending the Municipal Act to allow for the electronic participation in open and closed council meetings as part of the procedural bylaw. The Ombudsman of Ontario recommends that all municipalities also make audio or video recordings of all meetings – open and closed – to ensure the most thorough record possible as a best practise. This advancement in technology would fit well with Arran-Elderslie's commitment to improving accessibility as indicated in our Accessibility Policy and Multi-Year Accessibility Plan 2020-2025 that was approved last January.

#### **FINANCIAL/STAFFING/OTHER IMPLICATIONS:**

This solution would provide the Municipality with the camera to be installed in the Council Chambers as well as the closed captioning services for the livestream and archived videos. The ability to host hybrid meetings is available with this solution as well. Enabling the closed captioning option will allow us to post the videos to our website after the meeting for the public to watch at their leisure and ensure we are compliant with Accessibility Regulations.

eSCRIBE has provided some savings by bundling these modules together and will provide the training at no extra cost.

eSCRIBE Webcasting Lite Annual Fee \$7450.00

eSCRIBE Closed Captioning Annual Fee \$8900.00

eSCRIBE Vote Manager + Return to Speak Annual Fee \$950.00

One-time Implementation Fees \$5400.00

Training Fees – These have been waived



If these modules are purchased as a standalone the prices are as follows:

eSCRIBE Webcasting Lite Annual Fee \$7450.00  
One-time Implementation Fee \$2700.00  
Training Fee \$ 675.00

eSCRIBE Vote manager + Request to Speak Annual Fee \$1450.00  
One-time Implementation Fee \$1350.00  
Training Fee \$675.00

Closed Captioning Annual Fee \$8900.00  
Implementation & Training One-Time Fee \$2700.00

Third Party Closed Captioning Services  
\$240.00 per video hour  
Average of 4 hours per meeting x 25 meetings  
= Approximately \$24,000.00 annually

Funds to implement this could be financed from the Working Capital Reserve 01-0000-2101.

## **CONCLUSION:**

Given the uncertainty of when we will return to “normal” and the evolving regulations in accessibility, accountability and transparency, Staff recommend implementing the bundled solution provided by eSCRIBE.



# MUNICIPALITY OF ARRAN-ELDERSLIE

## STAFF REPORT

COUNCIL  
April 12, 2021  
SRFIN.21.15

SUBJECT: Financial Report December 31, 2020

### RECOMMENDATION:

*Be It Resolved,*

- 1) That SRFIN.21.15 be received for information – Financial Report December 31, 2020,
- 2) And That Council supports the recommendations contained within the report, and as summarized in Appendix E.

Submitted by:

*Tracey Neifer*

Tracey Neifer  
Treasurer

Reviewed by:

*Christine Fraser-McDonald*

Christine Fraser-McDonald  
Acting CAO

### BACKGROUND:

The purpose of this report is to provide Council with the year-end results for operations, as of December 31, 2020. The report focuses on departmental highlights and variances to budget and prior year and wraps up with a snapshot of the financial assets and liabilities in the Statement of Financial Position (excluding tangible capital assets).

After facing a year of uncertainty brought on by the pandemic, the municipality, through the strategic decision making of Council and Management, continued to provide the level of service needed by the community and finished the year-end in a surplus position. The report summarizes the departmental surpluses that have been transferred to their respective reserves, as well as an increased working capital transfer of \$236,394. Overall reserve position increased \$1,841,617.

Other year-end reports have been provided to Council and/or Committees that further supports the financial results presented today:

- SRFIN.21.07 Chesley Fire Board, December Financial Report (February 23, 2021)
- SRFIN.21.11 Safe Restart Funds, 2020 (March 22, 2021)
- SRFIN.21.12 Capital Update, December (March 22, 2021)
- SRFIN.21.13 Paisley Fire, Financial Report, December (March 22, 2021)
- SRFIN.21.14 Tara Fire, Financial Report, December (March 24, 2021)

## COMMENTS:

The report has been prepared with a focus on the following areas:

- ✓ Building Department, which is funded by permit fees,
- ✓ Water and Sewer Departments, which are funded by the respective property owners, and
- ✓ Municipal service areas that are funded by taxation and user fees,
- ✓ Reserves and Reserve Funds
- ✓ Statement of Financial Position.

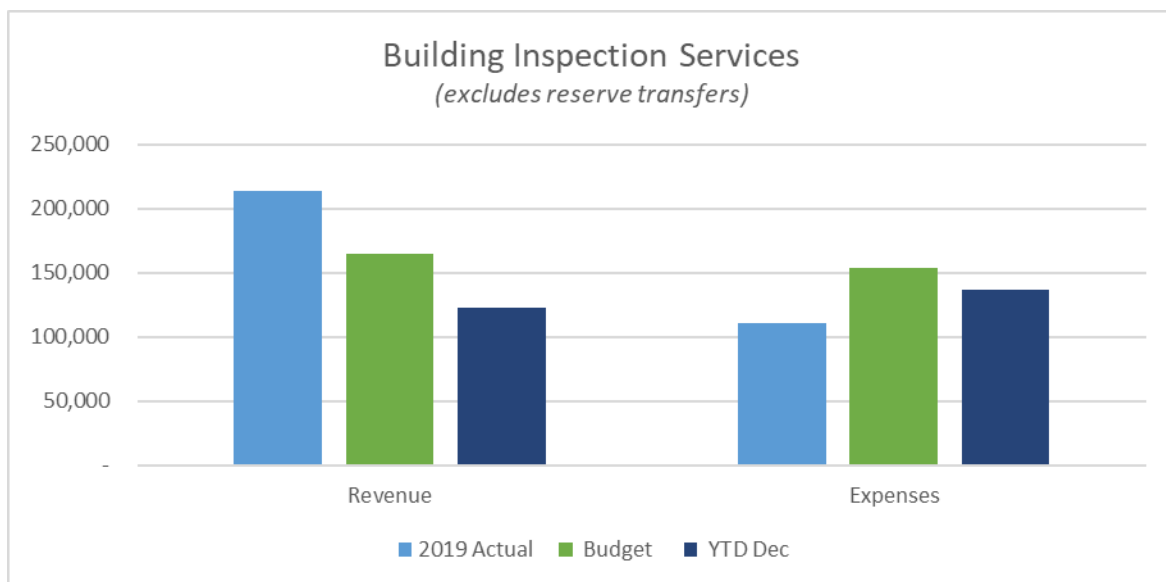
The **Appendices** include detailed departmental reports, separated for each of the three key areas, summarizing the revenue and expenditures for the twelve months ended December 31, 2020, with actual and budget results for 2020, and prior year actual results for comparison.

The comments below are intended to highlight significant variances.

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### *Building Department*

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On January 11<sup>th</sup> Council received the report from the CBO which provided an update on the building permit applications for December, with 111 permits issued compared to 168 in 2019. The following is a recap of that report:

| Year | Total # of       |                    |               |
|------|------------------|--------------------|---------------|
|      | Building Permits | Construction Value | Permit Values |
| 2020 | 111              | \$ 11,648,999      | \$ 119,010    |
| 2019 | 168              | \$ 23,550,017      | \$ 192,255    |
| 2018 | 138              | \$ 11,983,334      | \$ 128,499    |
| 2017 | 143              | \$ 15,628,560      | \$ 171,382    |
| 2016 | 92               | \$ 14,063,308      | \$ 118,154    |

The 2020 budget was conservative at \$155,000 for building permit fee revenue, as we assumed that 2019 results would not be repeated. This planned for a surplus of \$24,837 that would be transferred to reserves.

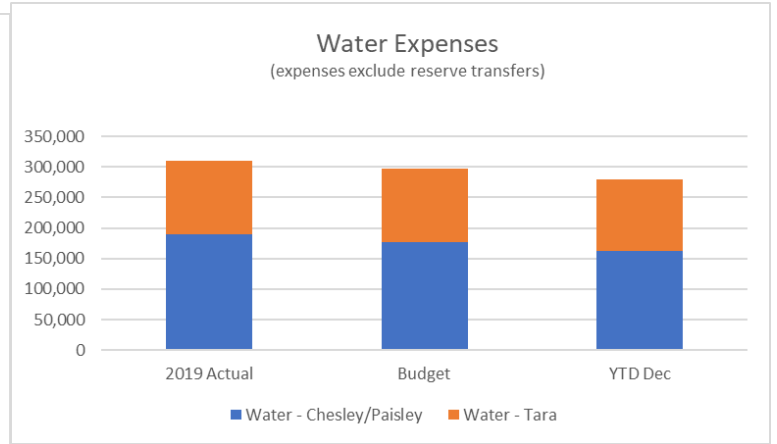
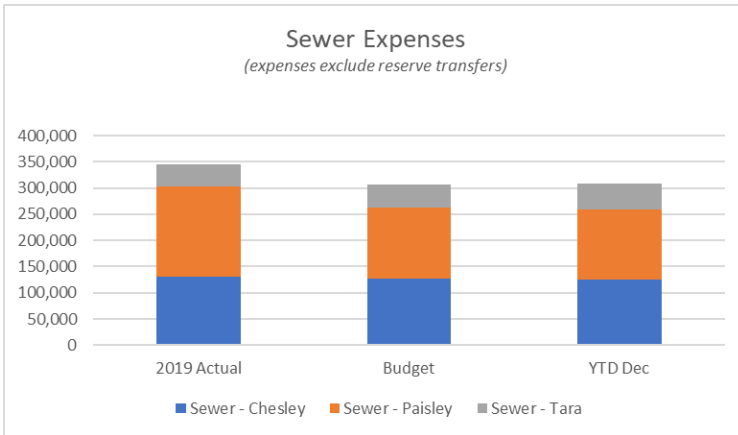
In summary, the Building Department ended the year with total revenues of \$135,724 to cover total expenses of \$165,759, a net deficit of \$30,035. Revenue includes an allocation of funds from the Phase 1 Safe Restart Grant of \$274 to cover the costs of supplies needed for the pandemic. Expenditures in total were under budget by \$12,741 due to reduced costs of conferences, legal, supplies and travel. Additional funds were transferred from the reserve to cover the deficit position.

Balance of Building Reserve: \$207,502

**Recommendation:** That Council supports the \$30,035 transfer from the Building Reserve to finance the net deficit position.

## Water and Sewer Departments

Departmental expenses are comparable to budget, as seen below:



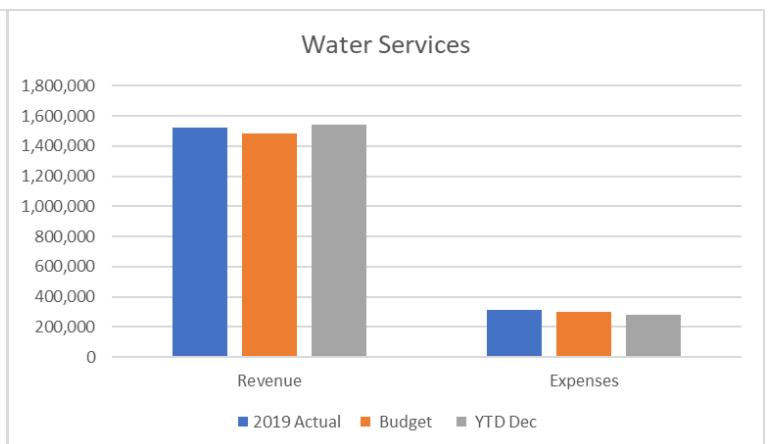
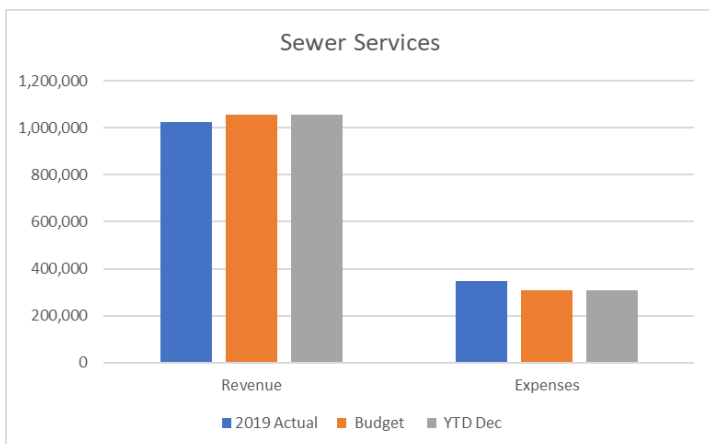
Total sewer expenses \$308,788 (2019 - \$345,389). Budget \$307,055; Unfavourable variance \$1,733

Total water expenses \$280,042 (2019 - \$309,370). Budget \$296,460; Favourable variance \$16,418

**Appendix B** provides a breakdown by system for revenues, expenditures, transfers to reserves and common costs. Collectively, each area produced favourable results, with Sewer \$393 and Water \$73,853.

Revenue in the Common Costs includes an allocation of funds from the Phase 1 Safe Restart Grant of \$10,862 to cover the costs of supplies needed for the pandemic. All the expenses for the pandemic, supplies, and PPE, have been included in the Common Costs, which are shared proportionately by the water and sewer users.

The revenue raised by user fees exceeded budgeted expectations in both sewer and water:



The sewer and water fees include a reserve portion that is necessary to maintain the capital requirements of the systems. Funds transferred to the respective reserves in 2020 totalled \$2,011,079 compared to budget of \$1,937,834, a positive variance of \$74,246.

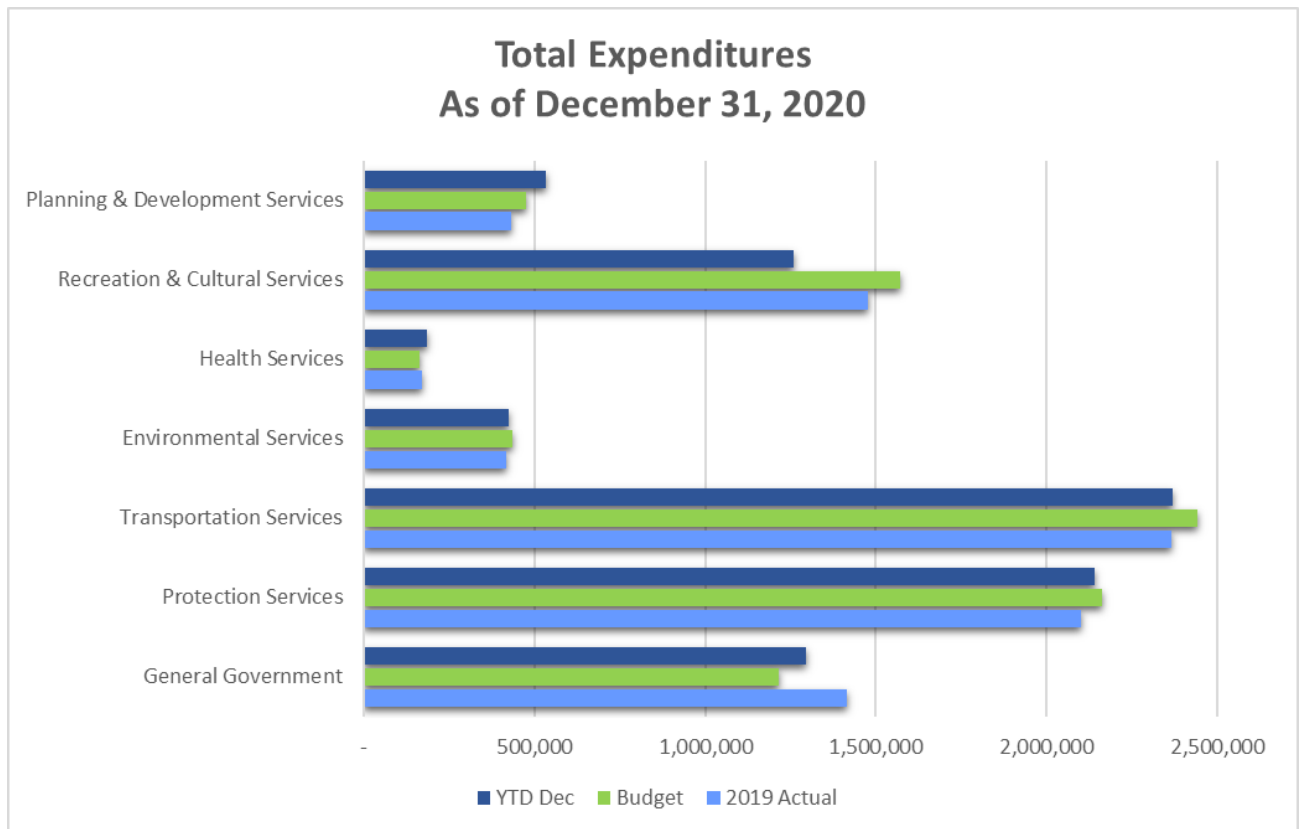
|                                    |             |
|------------------------------------|-------------|
| Balance of Sewer Reserve:          | \$3,612,679 |
| Balance of Water Reserve:          | \$7,745,503 |
| Balance of AE Water/Sewer Reserve: | \$ 117,433  |

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### *Municipal Services*

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Municipal services represent the areas that are funded by taxation and user fees of respective programs and services. After twelve months of operations, total municipal expenditures are \$8,200,722 (total expenses \$9,647,383 less transfers to reserves \$1,446,661), compared to budget of \$8,462,245.



The year-to-date net operating results (revenue – expenditures) are showing favourable results when comparing actual to expected budget for the year, in all areas except for Protection, Environmental and Health Services, as noted in the last column below:

|  | Net Revenue (Expenditure) |                    |                    | YTD Fav<br>(Unfav)<br>Variance |
|--|---------------------------|--------------------|--------------------|--------------------------------|
|  | 2019 Actual               | 2020<br>Budget     | 2020 YTD<br>Actual |                                |
| General Government                           | 1,749,716                 | 718,969            | 783,284            | 64,322                         |
| Protection Services                          | (1,667,898)               | (1,786,927)        | (1,787,475)        | (548)                          |
| Transportation Services                      | (2,268,652)               | (2,378,472)        | (2,298,107)        | 80,365                         |
| Environmental Services                       | (9,566)                   | (10,372)           | (36,591)           | (26,220)                       |
| Health Services                              | (15,723)                  | (2,592)            | (48,556)           | (45,964)                       |
| Recreation & Cultural Services               | (865,703)                 | (1,004,889)        | (790,412)          | 214,474                        |
| Planning & Development Services              | (132,147)                 | (245,444)          | (203,757)          | 41,686                         |
|  | (3,209,973)               | (4,709,727)        | (4,381,613)        | 328,115                        |
| Transfer to Reserves (General<br>Government) | (2,126,459)               | (870,059)          | (1,414,700)        | (544,642)                      |
|  | <b>(5,336,432)</b>        | <b>(5,579,786)</b> | <b>(5,796,314)</b> | <b>(216,527)</b>               |

\*\* Note: YTD Fav (Unfav) Variance = 2020 YTD Actual – 2020 YTD Budget

Where we expected to need taxation to cover the costs ie. 1,786,927 for Protection Services and the YTD actual requirement is \$1,787,475, then results are unfavourable since more tax dollars are required.

**Protection services** are unfavourable by \$548, due to revenue less than expected by \$22,574, which is offset by the reduced spending of \$22,026. The following areas are included in Protection Services:

- **Fire** \$50,012 unfav
  - Variance is largely attributed to Paisley and Tara. Reports have been presented to the respective Committees.
    - **Paisley** – the increase in expenses, \$29,449 was offset by the increase in revenues \$10,070. The municipality received a donation of \$10,000 from the Robert & Elizabeth Mills Foundation, funds for the Paisley Tower. The funds were not spent in the year and have been transferred to the Reserve. The increase in expenses is largely due to wages and benefits that are impacted by the number of service calls – 57, decreased from 76 in 2019 (50 – 2018). The budget for 2020 was set at the average of 2018 and 2019 actuals, which was not enough to cover the actuals costs.
    - **Tara** – the decrease in revenue of \$10,194 compounds the increase in expenses of \$21,631. The decrease in revenue is related to a decrease in billings to other municipalities. Similar to

Paisley, the increase in expenses is largely due to wages and benefits impacted by service calls – 59, increased from 41 in 2019 (34 – 2018). The budget provided for a 5% increase in expenses where the service calls increased 43%. The Committee approved additional funds for flooring work that was needed at the Fire Hall, \$7,847

- Each of the departments has received an allocation of the Phase 1 Safe Restart Grant: Chesley \$3,605, Paisley \$2,422 and Tara \$9,359
- The unspent boot allowance for 2020, as approved by the respective Committee's, has been transferred to the Fire Department's Reserve to offset spending in 2021; Chesley \$2,898, Paisley \$2,000 and Tara \$1,819.

**Recommendation:** That Council supports Committee recommendations to transfer the unspent boot allowance to the Fire Department's reserve; Chesley \$2,898, Paisley \$2,000 and Tara \$1,819.

- As approved by Resolution 05-76-2020 the unspent minor capital has been transferred to the Fire Department's Reserve: Paisley \$1,880 and Tara \$5,585.
- As approved by Resolution 06-96-2020, the operating surplus of the fire departments is to be transferred to the Arran-Elderslie Fire Reserve, however, due to the deficit positions, no funds were transferred for 2020.

|  |           |
|--|-----------|
| Balance of Chesley Fire Reserves:          | \$189,220 |
| Balance of Paisley Fire Reserves:          | \$214,718 |
| Balance of Tara Fire Reserves:             | \$231,547 |
| Balance of Chesley/Chatsworth Fire Reserve | \$ 4,237  |

The above reserves include the departmental reserves and the funds from the Bell Mobility Lease that is transferred annually as per the budget.

- Conservation \$800 unfav
  - Directly related to the budget for dyke maintenance, as actual costs were slightly higher than expected.
- Police \$17,863 fav
  - Budget includes outside contract work \$5,000, no costs to date.
  - OPP contract is offset by the 2019 service realignment, Court Security & Prisoner Transportation Grant, and revenues collected by the OPP for the municipality.
- Other areas \$32,402 fav
  - Animal Control – decrease in livestock grants and related expenses; decrease in outside contracts.
  - Crossing Guards – decrease in wages and benefits because of school closures during the pandemic.



- Emergency Measures – less training costs incurred due to the pandemic.
- Property Standards – budget includes legal costs, no costs to date.

**Environmental Services** are unfavourable by \$26,220 primarily due to Waste Disposal and Recycling.

- Waste Disposal – increase in staffing costs, materials and engineering contracts, and a reallocation of municipal taxes for the landfill site.
- Recycling – the increase in the contract was greater than expected.

**Health Services** includes the medical clinics and cemeteries. The unfavourable results are due to a decrease in expected revenues of the Chesley and Tara cemeteries. The level of revenues is difficult to predict in this area.

- Both the Chesley and Paisley Medical Clinics were budgeted to generate a surplus, \$12,505 and \$5,234, respectively. As approved by Resolution 09-142-2020 and 09-143-2020, the annual surplus is to be transferred to the respective medical clinic reserve.
  - Chesley surplus of \$29,358 was transferred to Reserve.
  - Paisley surplus of \$3,121 was transferred to Reserve.
- The most notable in the Cemeteries is Chesley, which saw a decrease in revenue, \$15,490 and an increase in expenses \$7,416. More maintenance work completed in 2020.

On a positive note, there are favourable results in several service areas:

**General government's** favourable position of \$64,322 is largely attributed to:

- Council \$26,487 fav
  - – with the pandemic causing changes to virtual meetings, training and conventions, there was a decrease in training and related costs. In addition, the Paisley School Room rental was reduced for two months due to school closure.
- Program Support \$20,572 unfav
  - increase in revenue due to the Phase 1 Safe Restart Grant \$122,605 (Total grant \$184,800, less the allocation of the grant to specific departments, \$62,195). As noted in the 2021 budget, \$63,204 of the grant has been transferred to Reserve to offset budgeted expenses in 2021.
  - Grants and donations of \$26,419 represents the 2020 DGR annual payment from Ontario Power Generation, which was not reflected in the budget. In previous years, the OPG funds received were transferred to a reserve. The 2020 funds have been transferred. The 2019 funds received, \$26,267 were not transferred separately in 2019 and were rolled into the Working Capital Reserve with the municipal surplus. This has been corrected in 2020 so that funds are maintained in the OPG Reserve.
  - As noted in the August report, the bank rates declined from 2.25% to 0.75% in May, and unfortunately this rate was held throughout the

remainder of the year. This resulted in a loss of bank interest of \$42,468. The municipal investment policy is being reviewed, as well as consultation with our banking institution for an investment strategy to help mitigate the impact of the decline in bank interest rates.

- The overall increase in expenses, is largely attributed to pandemic supplies and PPE, and a provision for uncollectible accounts (*this will be addressed in a separate report to Council*).

**Recommendation:** That Council supports the transfer of the 2020 OPG funds, \$26,419 to the reserve and the allocation from Working Capital, \$26,267 to correct 2019.

- Asset Management/GIS \$58,407 fav
  - increase in revenue for the financing of the asset management database work with the Efficiency Funds, \$10,000, as approved by Council;
  - reduced costs with delays in hiring and asset management plan work not starting until late in the year.
- Transfer to Reserve – the budget had planned for a transfer to Reserve of \$897,517 to provide financing for the 2020 capital budget. The year-end transfers totalled \$1,446,661, representing an increase of \$549,144:
  - Safe Restart Funds \$ 63,204
  - Website Upgrade, unspent \$ 3,007
  - Sick leave annual update \$ 12,002
  - 2020 OPG Funds \$ 26,419
  - 2018 Surplus, Resolution 17-313-2020 \$208,118
  - 2020 Surplus, Resolution 09-145-2020 \$236,394

**Recommendation:** That Council supports the transfer to reserve for the Safe Restart Funds \$63,204, Website Upgrade \$3,007 and the Sick leave update \$12,002.

**Transportation services** has been impacted positively with an increase in revenue, \$6,528, and a decrease in expenses, \$73,837, for an overall favourable position of \$80,365.

- Administration – includes an allocation of \$3,568 for the Phase 1 Safe Restart Grant and a reserve adjustment for Sick leave of \$5,004.
- Administration – Union – includes a reserve adjustment for Sick leave of \$10,253.
- Streetlights – on March 9<sup>th</sup>, 2020 SRFIN.20.20 LED Streetlight Project was presented to Council to summarize the balance of the funds borrowed from Working Capital Reserve for the LED Project. The balance of the funds, at December 31, 2019 was \$321,585.91. The 2020 budget included a transfer to reserve of \$56,000 representing the annual repayment amount. The departmental surplus for the year, \$3,924 is recommended for transfer to reserve as an additional payment for 2020. The balance remaining to be funded is \$261,662.41.

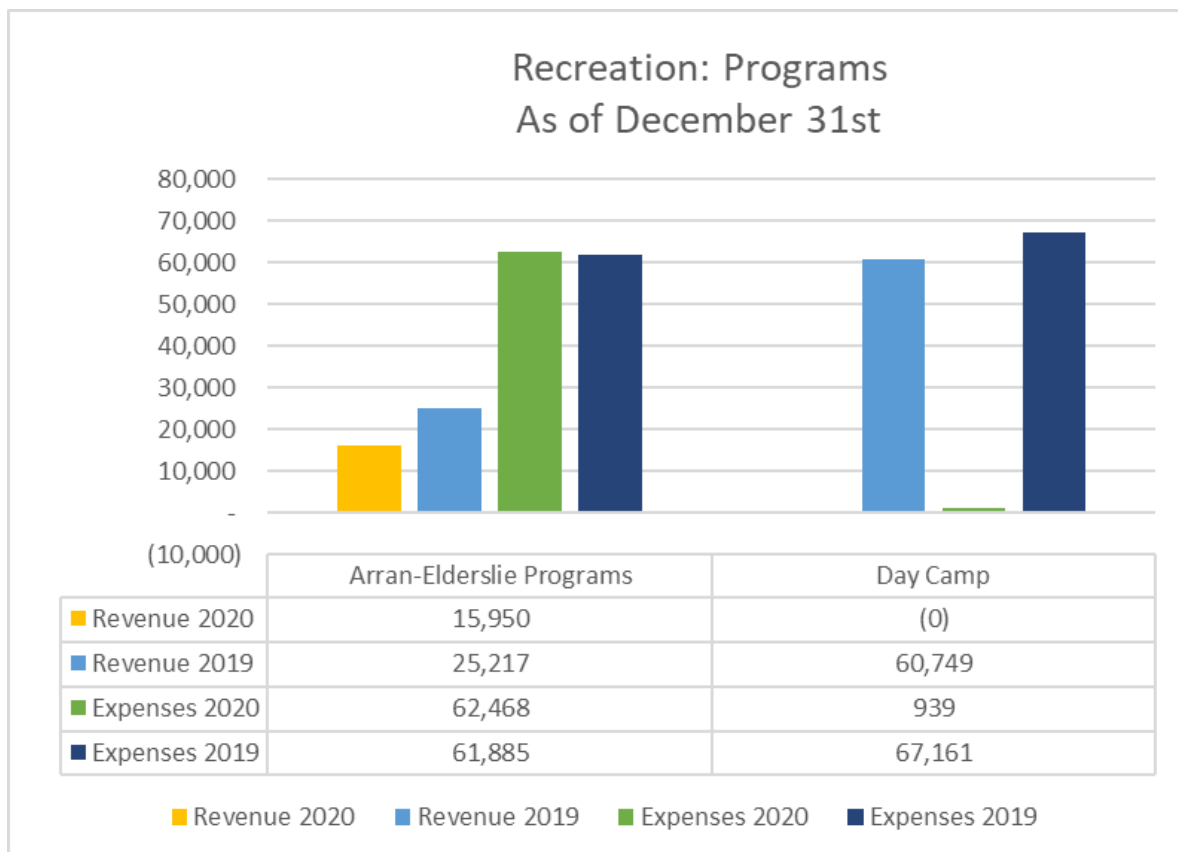
- Winter Control – as per Resolution 09-141-2020 the net surplus for the year has been transferred to Reserve, \$81,955.

**Recommendation:** That Council supports the transfer to Reserve for the annual Sick leave update, \$15,257.

**Recommendation:** That Council supports the transfer to Reserve for the LED Project, \$3,924.

**Recreation and cultural services** favourable position of \$214,474, which is largely attributed to Facilities, \$188,169. Recreation Administration revenues and expenses increased due to the pandemic, both in supply costs and increased labour due to enhanced cleaning protocols. The additional costs have been offset by an allocation of the Phase 1 Safe Restart Grant, \$32,104.

A more detailed analysis has been completed for recreation programs, facilities, and pools, as these areas have been directly impacted by Covid-19 with the cancellation of programs and closure of facilities.



## Programs

Arran-Elderslie Programs consists of various exercise programs, seniors' groups, guide ads and rental insurance, all of which have been impacted by the closure of municipal facilities. As the programs were operating prior to Covid-19, we have seen some revenues and related operating expenses during the first quarter of the year. As the programs were not able to continue, the revenues have decreased.

The programs rely on the revenues generated to minimize the impact on taxation, which was budgeted for \$52,171, compared to actual results of \$47,479.

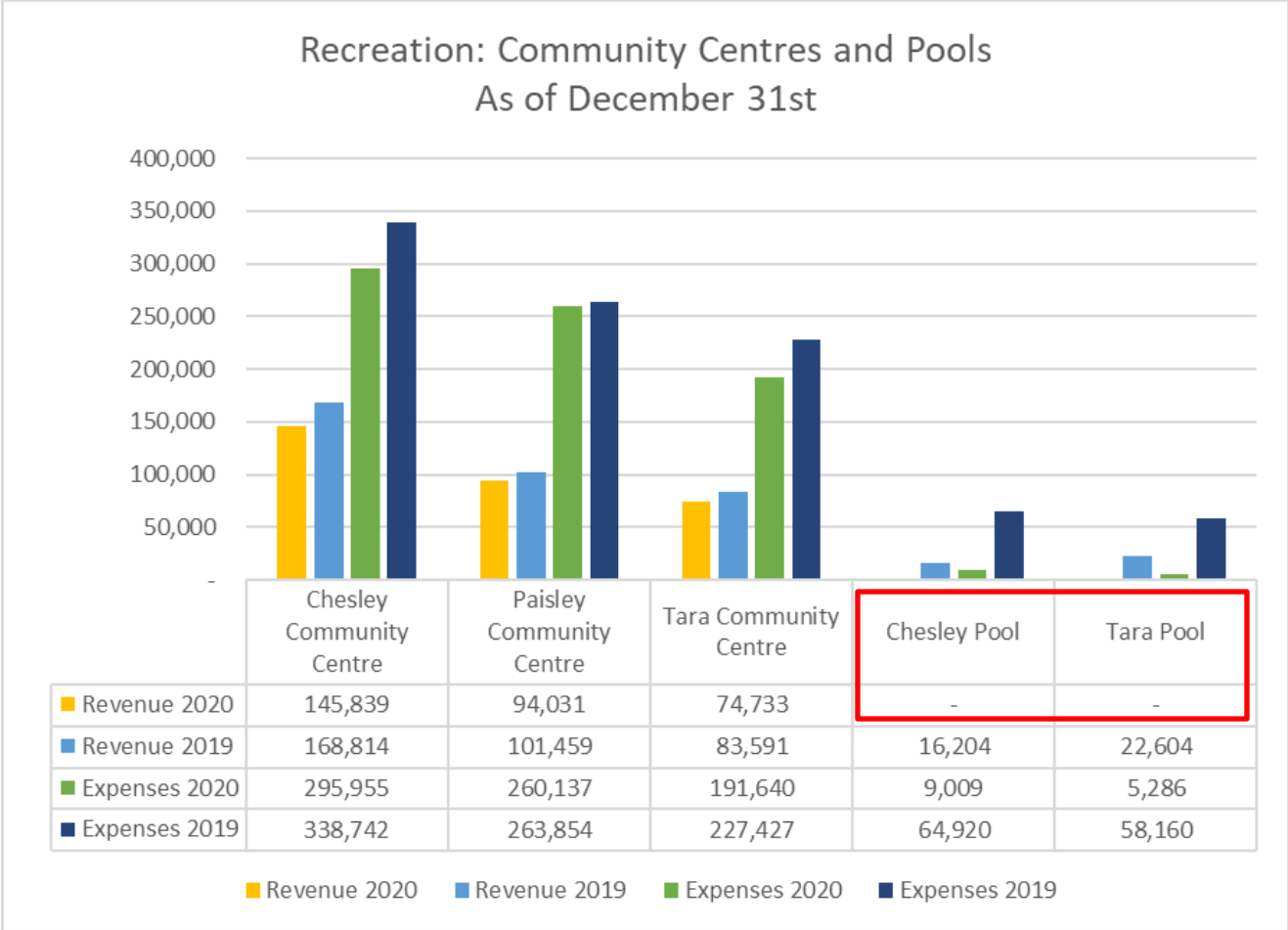
Program expenses includes a reserve adjustment of \$1,259 for Sick leave.

**Recommendation:** That Council supports the transfer to Reserve for the annual Sick leave update, \$1,259.

### **Day Camp**

At the time of planning for the day camps it was uncertain as to the regulations/requirements with Covid-19, and the decision was made to not offer day camps this year. This represents a significant loss in revenues, but there has also been an offsetting savings in camp wages and supplies.

The Day Camp operating costs are largely covered by user fees, with an annual contribution from taxation of \$10,455. Year-to-date results are \$960.



The most notable impact across the municipal facilities is with the pools, as they were not operational this summer, whereas the community centres were able to operate and complete most of the hockey programs before Covid-19 caused the programs to close, and services were resumed in the Fall.

Community centres have been impacted with the cancellation of rentals that would normally take place over the summer months with weddings, sports, and various events. In comparison to 2019, this has resulted in a loss of revenue of \$39,262 and decreased expenses of \$82,290.

Similar to programs, the facilities rely on the user fees to offset the operating costs and reduce the allocation of tax dollars. As of December, the net costs funded by taxation for all facilities is \$473,207 compared to budget of \$661,377.

In addition to program and facility impacts, there were also lost revenue at the Ball Fields. Annual revenue was expected to be \$13,458 compared to actual of \$1,420. With the reduction in usage, the operating expenses reduced from \$40,924 to \$23,322.

The Chesley Trailer Park operated under a shorter season, which impacted the number

of seasonal tenants that chose to return for 2020. Overall, revenues decreased by \$7,850. The budget provided for a reserve transfer of \$25,000. As per Resolution 09-144-2020 the operating surplus of \$5,769 was transferred to reserve.

The Paisley Museum was limited in its operations for 2020, which resulted in less admissions, gift shop sales and special events. Two grants were received, one to assist with pandemic related issues and the other for senior accessibility. With the reduction in operations, there was a reduction in wages and operating costs. The Museum relies on taxation to cover costs, \$14,835. The departments surplus funds of \$2,468 have been transferred to reserve to offset future costs.

**Recommendation:** That Council supports the transfer to Reserve for the Museum, \$2,468.

**Planning and development services** have a favourable variance of \$41,686. The most notable area is Downtown Decorations and Tile Drainage.

- Downtown Decorations – was supported with donations from the community to support the downtown revitalization in Paisley.
- Tile Drainage – revenue increased for the Municipal Drainage Engineer Grant for 2019 that was received and recognized in 2020.

Economic Development incurred project delays due to the pandemic, resulting in a net surplus position of \$35,201. The Economic Development Strategic Plan was developed in 2020 outlining objectives and program initiatives for the upcoming years. To assist with the costs of these initiatives, the surplus funds have been transferred to Reserve.

**Recommendation:** That Council supports the transfer to Reserve for Economic Development, \$35,201.

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### *Reserves and Reserve Funds*

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The Municipality had planned for Reserves of \$6,692,236 after operating and capital results for 2020. The balance of the Reserves on December 31, 2020 increased significantly to \$8,533,852, representing an increase of \$1,841,617. The largest difference is the unspent capital, as noted on March 22, 2021 in SRFIN.21.12 2020 Capital Update – December, the total surplus capital funds transferred to Reserve was \$2,156,041.

Reserve Funds, consisting of both Obligatory and Discretionary funds are held separate and distinct from municipal operations. They are supported by interest income and grant contributions and are expended only for the purpose as designated by the Funds. At December 31<sup>st</sup>, 2020 the balance of the reserve funds is \$884,003. A

significant portion, \$693,472 is for eligible capital projects for Gas Tax and OCIF.

**Appendix D** provides a detailed listing of Reserves and a historical view from 2013 to 2020, and a summary of the Reserve Funds. The adequacy of Reserves will be reviewed as a component of the Asset Management Plan development and capital financing.

#### **FINANCIAL/STAFFING/OTHER IMPLICATIONS:**

Overall, the financial results as of December 31<sup>st</sup> presents favourably for the municipality, ending the year in a surplus position which further strengthened the reserves. The financial health of the municipality is also visible in the status of the financial assets and liabilities, and the changes year-over-year. A Statement of Financial Position has been included in **Appendix F**, with the exclusion of tangible capital assets which are still being finalized for accounting purposes.

#### **CONCLUSION:**

That Council approves the recommendations of this report.

#### **Appendices:**

**Appendix A** - Summary by Service Area

**Appendix B** - Building Inspection & Water and Sewer Services

**Appendix C** - Municipal Services

**Appendix D** – Reserves

**Appendix E** – Summary of Recommendations

**Appendix F** – Statement of Financial Position

Appendix A

Summary by Service Area



**The Corporation of the Municipality of Arran-Elderslie**  
**Financial Report - Summary by Service Area**  
**For the twelve months ended December 31, 2020**

|   | Revenue          |                  |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure       |                   |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |                    |                    | YTD Fav<br>(Unfav)<br>Variance |
|---|------------------|------------------|--------------------|--------------------------------|-------------------|-------------------|--------------------|--------------------------------|---------------------------|--------------------|--------------------|--------------------------------|
|   | 2019<br>Actual   | 2020 Budget      | 2020 YTD<br>Actual |                                | 2019 Actual       | 2020 Budget       | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget        | 2020 YTD<br>Actual |                                |
| General Government                        | 3,163,825        | 1,935,451        | 2,077,501          | 142,051                        | 1,414,109         | 1,216,482         | 1,294,217          | (77,729)                       | 1,749,716                 | 718,969            | 783,284            | 64,322                         |
| Protection Services                       | 434,361          | 376,423          | 353,849            | (22,574)                       | 2,102,259         | 2,163,350         | 2,141,324          | 22,026                         | (1,667,898)               | (1,786,927)        | (1,787,475)        | (548)                          |
| Transportation Services                   | 96,815           | 65,014           | 71,542             | 6,528                          | 2,365,467         | 2,443,486         | 2,369,648          | 73,837                         | (2,268,652)               | (2,378,472)        | (2,298,107)        | 80,365                         |
| Environmental Services                    | 406,887          | 423,402          | 423,485            | 83                             | 416,453           | 433,774           | 460,076            | (26,303)                       | (9,566)                   | (10,372)           | (36,591)           | (26,220)                       |
| Health Services                           | 153,308          | 159,058          | 135,993            | (23,065)                       | 169,031           | 161,650           | 184,549            | (22,900)                       | (15,723)                  | (2,592)            | (48,556)           | (45,964)                       |
| Recreation & Cultural Services            | 611,933          | 565,261          | 466,859            | (98,402)                       | 1,477,636         | 1,570,150         | 1,257,271          | 312,876                        | (865,703)                 | (1,004,889)        | (790,412)          | 214,474                        |
| Planning & Development Services           | 298,779          | 227,909          | 327,594            | 99,684                         | 430,926           | 473,353           | 531,351            | (57,998)                       | (132,147)                 | (245,444)          | (203,757)          | 41,686                         |
|   | 5,165,908        | 3,752,518        | 3,856,822          | 104,305                        | 8,375,881         | 8,462,245         | 8,238,435          | 223,810                        | (3,209,973)               | (4,709,727)        | (4,381,613)        | 328,115                        |
| Transfer to Reserves (General Government) | 581,042          | 27,458           | 31,961             | 4,503                          | 2,707,501         | 897,517           | 1,446,661          | (549,145)                      | (2,126,459)               | (870,059)          | (1,414,700)        | (544,642)                      |
|   | <b>5,746,950</b> | <b>3,779,976</b> | <b>3,888,783</b>   | <b>108,808</b>                 | <b>11,083,382</b> | <b>9,359,762</b>  | <b>9,685,097</b>   | <b>(325,335)</b>               | <b>(5,336,432)</b>        | <b>(5,579,786)</b> | <b>(5,796,314)</b> | <b>(216,527)</b>               |
| Building Inspection Services              | 213,605          | 178,500          | 165,759            | (12,741)                       | 213,605           | 178,500           | 165,759            | 12,741                         | -                         | -                  | -                  | -                              |
| Water & Sewer Services                    | 2,553,461        | 2,784,543        | 2,871,880          | 79,814                         | 2,553,462         | 2,784,543         | 2,871,880          | (87,336)                       | -                         | -                  | -                  | 0                              |
| <b>Total</b>                              | <b>8,514,016</b> | <b>6,743,019</b> | <b>6,926,422</b>   | <b>175,881</b>                 | <b>13,850,449</b> | <b>12,322,805</b> | <b>12,722,736</b>  | <b>(399,931)</b>               | <b>(5,336,432)</b>        | <b>(5,579,786)</b> | <b>(5,796,314)</b> | <b>(216,527)</b>               |

Appendix B

Building Inspection

Water & Sewer Services

**The Corporation of the Municipality of Arran-Elderslie  
Financial Report  
For the twelve months ended December 31, 2020**

|  | Revenue     |             |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure |             |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |             |                    | YTD Fav<br>(Unfav)<br>Variance |
|--|-------------|-------------|--------------------|--------------------------------|-------------|-------------|--------------------|--------------------------------|---------------------------|-------------|--------------------|--------------------------------|
|  | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget | 2020 YTD<br>Actual |                                |

**Building Inspection**

|                     |         |         |         |          |         |         |         |        |   |   |   |   |
|---------------------|---------|---------|---------|----------|---------|---------|---------|--------|---|---|---|---|
| Building Inspection | 213,605 | 178,500 | 165,759 | (12,741) | 213,605 | 178,500 | 165,759 | 12,741 | - | - | - | - |
|---------------------|---------|---------|---------|----------|---------|---------|---------|--------|---|---|---|---|

**Water and Sewer**

|                                   |           |           |           |         |           |           |           |          |             |             |             |          |
|-----------------------------------|-----------|-----------|-----------|---------|-----------|-----------|-----------|----------|-------------|-------------|-------------|----------|
| <b>Sewer</b>                      |           |           |           |         |           |           |           |          |             |             |             |          |
| Sewer - Chesley                   | 518,596   | 535,090   | 532,673   | (2,417) | 130,892   | 126,443   | 125,838   | 605      | 387,704     | 408,647     | 406,836     | (1,811)  |
| Sewer - Paisley                   | 243,594   | 253,260   | 256,410   | 3,150   | 172,261   | 135,571   | 133,521   | 2,050    | 71,333      | 117,689     | 122,890     | 5,201    |
| Sewer - Tara                      | 263,671   | 266,949   | 268,341   | 1,391   | 42,236    | 45,041    | 49,429    | (4,388)  | 221,435     | 221,908     | 218,911     | (2,997)  |
|                                   | 1,025,861 | 1,055,299 | 1,057,424 | 2,125   | 345,389   | 307,055   | 308,788   | (1,733)  | 680,472     | 748,244     | 748,636     | 393      |
| <b>Water</b>                      |           |           |           |         |           |           |           |          |             |             |             |          |
| Water - Chesley/Paisley           | 1,092,164 | 1,095,892 | 1,128,471 | 32,579  | 189,502   | 176,372   | 161,984   | 15,388   | 902,662     | 919,520     | 966,486     | 47,966   |
| Water - Tara                      | 430,847   | 390,158   | 414,014   | 23,856  | 119,868   | 120,088   | 118,057   | 2,031    | 310,979     | 270,070     | 295,957     | 25,887   |
|                                   | 1,523,011 | 1,486,050 | 1,542,485 | 56,434  | 309,370   | 296,460   | 280,042   | 17,419   | 1,213,641   | 1,189,590   | 1,262,443   | 73,853   |
| <b>Total Water &amp; Sewer</b>    | 2,548,872 | 2,541,349 | 2,599,909 | 51,037  | 654,759   | 603,515   | 588,830   | 15,686   | 1,894,113   | 1,937,834   | 2,011,079   | 74,246   |
| Common Costs (excl. amortization) | 4,589     | -         | 11,282    | 11,282  | 247,243   | 243,194   | 271,971   | (28,777) | (242,653)   | (243,194)   | (260,689)   | (17,495) |
| Net Transfer to Reserve           | -         | 243,194   | 260,689   | 17,495  | 1,651,460 | 1,937,834 | 2,011,079 | (74,246) | (1,651,460) | (1,694,640) | (1,750,390) | (56,751) |
|                                   | 2,553,461 | 2,784,543 | 2,871,880 | 79,814  | 2,553,462 | 2,784,543 | 2,871,880 | (87,336) | -           | -           | -           | 0        |
| <b>Net Transfer to Reserve</b>    |           |           |           |         |           |           |           |          |             |             |             |          |
| Common                            |           | 243,194   | 260,689   | 17,495  | 12,157    | -         | -         | -        | (12,157)    | 243,194     | 260,689     | 17,495   |
| Sewer - Chesley                   |           |           |           | -       | 336,742   | 408,647   | 406,836   | 1,811    | (336,742)   | (408,647)   | (406,836)   | 1,811    |
| Sewer - Paisley                   |           |           |           | -       | 20,371    | 117,689   | 122,890   | (5,201)  | (20,371)    | (117,689)   | (122,890)   | (5,201)  |
| Sewer - Tara                      |           |           |           | -       | 170,473   | 221,908   | 218,911   | 2,997    | (170,473)   | (221,908)   | (218,911)   | 2,997    |
| Water - Chesley/Paisley           |           |           |           | -       | 851,700   | 919,520   | 966,486   | (47,966) | (851,700)   | (919,520)   | (966,486)   | (47,966) |
| Water - Tara                      |           |           |           | -       | 260,017   | 270,070   | 295,957   | (25,887) | (260,017)   | (270,070)   | (295,957)   | (25,887) |
|                                   | -         | 243,194   | 260,689   | 17,495  | 1,651,460 | 1,937,834 | 2,011,079 | (74,246) | (1,651,460) | (1,694,640) | (1,750,390) | (56,751) |

# Appendix C

## Municipal Services

|                                       | Revenue          |                  |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure      |                  |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |                    |                    | YTD Fav<br>(Unfav)<br>Variance |
|---------------------------------------|------------------|------------------|--------------------|--------------------------------|------------------|------------------|--------------------|--------------------------------|---------------------------|--------------------|--------------------|--------------------------------|
|                                       | 2019 Actual      | 2020 Budget      | 2020 YTD<br>Actual |                                | 2019 Actual      | 2020 Budget      | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget        | 2020 YTD<br>Actual |                                |
| <b>Municipal Services</b>             |                  |                  |                    |                                |                  |                  |                    |                                |                           |                    |                    |                                |
| <b>General Government</b>             |                  |                  |                    |                                |                  |                  |                    |                                |                           |                    |                    |                                |
| Council                               | 25,910           | -                | -                  | -                              | 182,084          | 151,691          | 125,204            | 26,487                         | (156,174)                 | (151,691)          | (125,204)          | 26,487                         |
| Program Support                       | 3,118,054        | 1,905,451        | 2,033,581          | 128,131                        | 1,212,164        | 989,155          | 1,137,864          | (148,703)                      | 1,905,890                 | 916,296            | 895,717            | (20,572)                       |
| Asset Management/GIS                  | 19,861           | 30,000           | 43,920             | 13,920                         | 19,861           | 75,636           | 31,149             | 44,487                         | -                         | (45,636)           | 12,771             | 58,407                         |
|                                       | <b>3,163,825</b> | <b>1,935,451</b> | <b>2,077,501</b>   | <b>142,051</b>                 | <b>1,414,109</b> | <b>1,216,482</b> | <b>1,294,217</b>   | <b>(77,729)</b>                | <b>1,749,716</b>          | <b>718,969</b>     | <b>783,284</b>     | <b>64,322</b>                  |
| Transfer to Reserve                   | <b>581,042</b>   | <b>27,458</b>    | <b>31,961</b>      | <b>4,503</b>                   | <b>2,707,501</b> | <b>897,517</b>   | <b>1,446,661</b>   | <b>(549,145)</b>               | <b>(2,126,459)</b>        | <b>(870,059)</b>   | <b>(1,414,700)</b> | <b>(544,642)</b>               |
| <b>Protection Services</b>            |                  |                  |                    |                                |                  |                  |                    |                                |                           |                    |                    |                                |
| <b>Fire</b>                           |                  |                  |                    |                                |                  |                  |                    |                                |                           |                    |                    |                                |
| Fire - Common Costs                   | 750              | 60,000           | 30,791             | (29,209)                       | 50,750           | 110,000          | 80,809             | 29,191                         | (50,000)                  | (50,000)           | (50,018)           | (18)                           |
| Fire - Chesley                        | 108,171          | 87,540           | 105,299            | 17,759                         | 244,392          | 206,930          | 223,479            | (16,549)                       | (136,221)                 | (119,390)          | (118,180)          | 1,210                          |
| Fire - Paisley                        | 203,299          | 137,741          | 147,811            | 10,070                         | 310,088          | 250,985          | 280,434            | (29,449)                       | (106,789)                 | (113,244)          | (132,623)          | (19,379)                       |
| Fire - Tara                           | 100,556          | 62,642           | 52,448             | (10,194)                       | 196,849          | 192,424          | 214,055            | (21,631)                       | (96,293)                  | (129,782)          | (161,607)          | (31,825)                       |
|                                       | <b>412,776</b>   | <b>347,923</b>   | <b>336,349</b>     | <b>(11,574)</b>                | <b>802,079</b>   | <b>760,339</b>   | <b>798,776</b>     | <b>(38,438)</b>                | <b>(389,303)</b>          | <b>(412,416)</b>   | <b>(462,428)</b>   | <b>(50,012)</b>                |
| <b>Conservation</b>                   |                  |                  |                    |                                |                  |                  |                    |                                |                           |                    |                    |                                |
| Conservation                          | -                | -                | -                  | -                              | 20,304           | 22,000           | 22,800             | (800)                          | (20,304)                  | (22,000)           | (22,800)           | (800)                          |
| Saugeen Valley Conservation Authority | -                | -                | -                  | -                              | 42,151           | 43,820           | 43,820             | (0)                            | (42,151)                  | (43,820)           | (43,820)           | (0)                            |
| Grey Sauble Conservation Authority    | -                | -                | -                  | -                              | 37,197           | 39,415           | 39,415             | (0)                            | (37,197)                  | (39,415)           | (39,415)           | (0)                            |
|                                       | -                | -                | -                  | -                              | <b>99,652</b>    | <b>105,235</b>   | <b>106,035</b>     | <b>(800)</b>                   | <b>(99,652)</b>           | <b>(105,235)</b>   | <b>(106,035)</b>   | <b>(800)</b>                   |
| <b>Police</b>                         | -                | -                | -                  | -                              | 1,126,179        | 1,185,740        | 1,167,877          | 17,863                         | (1,126,179)               | (1,185,740)        | (1,167,877)        | 17,863                         |
| Animal Control                        | 21,585           | 23,500           | 17,500             | (6,000)                        | 19,290           | 20,700           | 12,039             | 8,661                          | 2,295                     | 2,800              | 5,462              | 2,662                          |
| Crossing Guards                       | -                | -                | -                  | -                              | 35,606           | 37,682           | 24,931             | 12,752                         | (35,606)                  | (37,682)           | (24,931)           | 12,752                         |
| Emergency Measures                    | -                | -                | -                  | -                              | 8,496            | 11,743           | 10,714             | 1,029                          | (8,496)                   | (11,743)           | (10,714)           | 1,029                          |
| Property Standards                    | -                | 5,000            | -                  | (5,000)                        | 10,957           | 41,911           | 20,952             | 20,959                         | (10,957)                  | (36,911)           | (20,952)           | 15,959                         |
|                                       | <b>21,585</b>    | <b>28,500</b>    | <b>17,500</b>      | <b>(11,000)</b>                | <b>74,349</b>    | <b>112,036</b>   | <b>68,635</b>      | <b>43,401</b>                  | <b>(52,764)</b>           | <b>(83,536)</b>    | <b>(51,135)</b>    | <b>32,402</b>                  |
|                                       | <b>434,361</b>   | <b>376,423</b>   | <b>353,849</b>     | <b>(22,574)</b>                | <b>2,102,259</b> | <b>2,163,350</b> | <b>2,141,324</b>   | <b>22,026</b>                  | <b>(1,667,898)</b>        | <b>(1,786,927)</b> | <b>(1,787,475)</b> | <b>(548)</b>                   |

|  | Revenue     |             |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure |             |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |             |                    | YTD Fav<br>(Unfav)<br>Variance |
|--|-------------|-------------|--------------------|--------------------------------|-------------|-------------|--------------------|--------------------------------|---------------------------|-------------|--------------------|--------------------------------|
|  | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget | 2020 YTD<br>Actual |                                |
| <b>Transportation Services</b>               |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Administration (excl. amortization)          | 67,302      | 64,274      | 45,868             | (18,406)                       | 118,836     | 122,281     | 128,377            | (6,096)                        | (51,534)                  | (58,007)    | (82,509)           | (24,502)                       |
| Administration - Union                       | 8,242       | -           | 508                | 508                            | 301,868     | 315,278     | 298,777            | 16,501                         | (293,626)                 | (315,278)   | (298,269)          | 17,009                         |
| Bridges                                      | -           | -           | -                  | -                              | 152,140     | 156,824     | 138,319            | 18,505                         | (152,140)                 | (156,824)   | (138,319)          | 18,505                         |
| Gravel                                       | -           | -           | -                  | -                              | 439,507     | 533,861     | 500,368            | 33,493                         | (439,507)                 | (533,861)   | (500,368)          | 33,493                         |
| Hardtop                                      | -           | -           | -                  | -                              | 43,302      | 47,037      | 52,597             | (5,560)                        | (43,302)                  | (47,037)    | (52,597)           | (5,560)                        |
| Parking                                      | 975         | 740         | 2,129              | 1,389                          | 4,481       | 5,000       | 4,566              | 434                            | (3,506)                   | (4,260)     | (2,437)            | 1,823                          |
| Roadside                                     | 179         | -           | 94                 | 94                             | 54,452      | 109,736     | 108,609            | 1,127                          | (54,273)                  | (109,736)   | (108,515)          | 1,221                          |
| Safety                                       | -           | -           | -                  | -                              | 60,771      | 62,049      | 52,248             | 9,801                          | (60,771)                  | (62,049)    | (52,248)           | 9,801                          |
| Saugeen Mobility & Regional Transit          | -           | -           | -                  | -                              | 48,466      | 52,000      | 51,156             | 844                            | (48,466)                  | (52,000)    | (51,156)           | 844                            |
| Shop   | -           | -           | -                  | -                              | 147,709     | 149,770     | 147,678            | 2,092                          | (147,709)                 | (149,770)   | (147,678)          | 2,092                          |
| Streetlighting                               | -           | -           | -                  | -                              | 163,808     | 113,537     | 113,537            | -                              | (163,808)                 | (113,537)   | (113,537)          | -                              |
| Streetlighting - Allenford                   | -           | -           | -                  | -                              | -           | -           | -                  | -                              | -                         | -           | -                  | -                              |
| Vehicles                                     | -           | -           | -                  | -                              | 422,410     | 425,360     | 399,723            | 25,638                         | (422,410)                 | (425,360)   | (399,723)          | 25,638                         |
|  | 76,698      | 65,014      | 48,599             | (16,415)                       | 1,957,750   | 2,092,733   | 1,995,953          | 96,780                         | (1,881,052)               | (2,027,719) | (1,947,354)        | 80,365                         |
| <b>Winter Control</b>                        |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Salt/Sand                                    | -           | -           | -                  | -                              | 94,788      | 95,328      | 95,328             | -                              | (94,788)                  | (95,328)    | (95,328)           | -                              |
| Snow Moving                                  | 20,117      | -           | 19,047             | 19,047                         | 299,829     | 242,096     | 261,143            | (19,047)                       | (279,712)                 | (242,096)   | (242,096)          | -                              |
| Standby                                      | -           | -           | 3,895              | 3,895                          | 13,100      | 13,329      | 17,224             | (3,895)                        | (13,100)                  | (13,329)    | (13,329)           | -                              |
|  | 20,117      | -           | 22,942             | 22,942                         | 407,717     | 350,753     | 373,695            | (22,942)                       | (387,600)                 | (350,753)   | (350,753)          | -                              |
|  | 96,815      | 65,014      | 71,542             | 6,528                          | 2,365,467   | 2,443,486   | 2,369,648          | 73,837                         | (2,268,652)               | (2,378,472) | (2,298,107)        | 80,365                         |
| <b>Environmental Services</b>                |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Source Water Protection                      | 14,851      | 10,710      | 10,710             | -                              | 10,523      | 10,710      | 8,500              | 2,210                          | 4,328                     | -           | 2,210              | 2,210                          |
| <b>Storm Water</b>                           |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Catch Basins                                 | -           | -           | -                  | -                              | 15,794      | 21,753      | 20,499             | 1,254                          | (15,794)                  | (21,753)    | (20,499)           | 1,254                          |
| Ditches                                      | -           | -           | -                  | -                              | 12,285      | 17,857      | 17,456             | 401                            | (12,285)                  | (17,857)    | (17,456)           | 401                            |
|  | -           | -           | -                  | -                              | 28,079      | 39,610      | 37,954             | 1,655                          | (28,079)                  | (39,610)    | (37,954)           | 1,655                          |
| Garbage Collection                           | 290,407     | 296,792     | 300,470            | 3,678                          | 167,322     | 170,509     | 167,275            | 3,234                          | 123,085                   | 126,283     | 133,195            | 6,912                          |
| Waste Disposal (excl. landfill post closure) | 100,921     | 115,200     | 111,978            | (3,222)                        | 129,224     | 130,086     | 153,407            | (23,321)                       | (28,303)                  | (14,886)    | (41,429)           | (26,543)                       |
| Recycling                                    | 708         | 700         | 327                | (373)                          | 81,305      | 82,859      | 92,940             | (10,081)                       | (80,597)                  | (82,159)    | (92,613)           | (10,454)                       |
|  | 392,036     | 412,692     | 412,775            | 83                             | 377,851     | 383,454     | 413,622            | (30,168)                       | 14,185                    | 29,238      | (847)              | (30,085)                       |
|  | 406,887     | 423,402     | 423,485            | 83                             | 416,453     | 433,774     | 460,076            | (26,303)                       | (9,566)                   | (10,372)    | (36,591)           | (26,220)                       |

|                        | Revenue        |                |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure    |                |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |                |                    | YTD Fav<br>(Unfav)<br>Variance |
|------------------------|----------------|----------------|--------------------|--------------------------------|----------------|----------------|--------------------|--------------------------------|---------------------------|----------------|--------------------|--------------------------------|
|                        | 2019 Actual    | 2020 Budget    | 2020 YTD<br>Actual |                                | 2019 Actual    | 2020 Budget    | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget    | 2020 YTD<br>Actual |                                |
| <b>Health Services</b> |                |                |                    |                                |                |                |                    |                                |                           |                |                    |                                |
| <b>Clinics</b>         |                |                |                    |                                |                |                |                    |                                |                           |                |                    |                                |
| Chesley                | 57,838         | 59,620         | 58,771             | (849)                          | 57,838         | 47,115         | 58,771             | (11,655)                       | -                         | 12,505         | -                  | (12,505)                       |
| Paisley                | 18,963         | 18,658         | 17,548             | (1,110)                        | 18,963         | 13,424         | 17,548             | (4,124)                        | -                         | 5,234          | -                  | (5,234)                        |
|                        | 76,801         | 78,278         | 76,318             | (1,960)                        | 76,801         | 60,539         | 76,318             | (15,779)                       | -                         | 17,739         | -                  | (17,739)                       |
| <b>Cemeteries</b>      |                |                |                    |                                |                |                |                    |                                |                           |                |                    |                                |
| Common Costs           | -              | -              | -                  | -                              | 12,412         | 2,000          | 927                | 1,073                          | (12,412)                  | (2,000)        | (927)              | 1,073                          |
| Arran                  | 30             | 30             | 13                 | (17)                           | 1,793          | 1,835          | 1,195              | 639                            | (1,763)                   | (1,805)        | (1,182)            | 623                            |
| Chesley                | 41,903         | 44,250         | 28,760             | (15,490)                       | 40,381         | 46,819         | 54,235             | (7,416)                        | 1,522                     | (2,569)        | (25,475)           | (22,906)                       |
| Elderslie              | 1,359          | 1,300          | 627                | (673)                          | 3,140          | 5,195          | 5,718              | (523)                          | (1,781)                   | (3,895)        | (5,091)            | (1,196)                        |
| Paisley                | 1,371          | 1,700          | 905                | (795)                          | 9,432          | 13,664         | 9,069              | 4,595                          | (8,061)                   | (11,964)       | (8,164)            | 3,800                          |
| Tara                   | 31,844         | 33,500         | 29,370             | (4,130)                        | 25,072         | 31,598         | 37,086             | (5,488)                        | 6,772                     | 1,902          | (7,717)            | (9,619)                        |
|                        | 76,507         | 80,780         | 59,675             | (21,105)                       | 92,230         | 101,111        | 108,230            | (7,120)                        | (15,723)                  | (20,331)       | (48,556)           | (28,225)                       |
|                        | <b>153,308</b> | <b>159,058</b> | <b>135,993</b>     | <b>(23,065)</b>                | <b>169,031</b> | <b>161,650</b> | <b>184,549</b>     | <b>(22,900)</b>                | <b>(15,723)</b>           | <b>(2,592)</b> | <b>(48,556)</b>    | <b>(45,964)</b>                |

|   | Revenue     |             |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure |             |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |             |                    | YTD Fav<br>(Unfav)<br>Variance |
|---|-------------|-------------|--------------------|--------------------------------|-------------|-------------|--------------------|--------------------------------|---------------------------|-------------|--------------------|--------------------------------|
|   | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual | 2020 Budget | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget | 2020 YTD<br>Actual |                                |
| <b>Recreation &amp; Cultural Services</b> |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Parkland/Recreation                       | 5,968       | 2,520       | 199                | (2,321)                        | 124,392     | 130,143     | 151,226            | (21,083)                       | (118,424)                 | (127,623)   | (151,027)          | (23,404)                       |
| Administration (excl. amortization)       | 7,798       | -           | 33,876             | 33,876                         | 97,621      | 99,418      | 134,248            | (34,830)                       | (89,823)                  | (99,418)    | (100,373)          | (954)                          |
| Common Costs                              | -           | -           | -                  | -                              | 5,960       | 16,747      | 4,784              | 11,962                         | (5,960)                   | (16,747)    | (4,784)            | 11,962                         |
|   | 13,766      | 2,520       | 34,075             | 31,555                         | 227,973     | 246,308     | 290,258            | (43,951)                       | (214,207)                 | (243,788)   | (256,184)          | (12,396)                       |
| <b>Programs</b>                           |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Arran-Elderslie                           | 25,217      | 15,745      | 15,950             | 205                            | 61,885      | 57,461      | 62,468             | (5,008)                        | (36,668)                  | (41,716)    | (46,518)           | (4,803)                        |
| Day Camp                                  | 60,749      | 57,998      | (21)               | (58,019)                       | 67,162      | 68,453      | 939                | 67,514                         | (6,413)                   | (10,455)    | (960)              | 9,495                          |
|   | 85,966      | 73,743      | 15,929             | (57,814)                       | 129,047     | 125,914     | 63,408             | 62,506                         | (43,081)                  | (52,171)    | (47,479)           | 4,692                          |
| <b>Ball Fields</b>                        |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Arran/Allenford                           | -           | -           | -                  | -                              | 2,920       | 2,900       | 959                | 1,941                          | (2,920)                   | (2,900)     | (959)              | 1,941                          |
| Chesley                                   | 5,485       | 4,900       | 57                 | (4,843)                        | 16,268      | 13,984      | 7,817              | 6,167                          | (10,783)                  | (9,084)     | (7,760)            | 1,324                          |
| Paisley                                   | 921         | 1,452       | -                  | (1,452)                        | 2,557       | 4,926       | 3,995              | 930                            | (1,636)                   | (3,474)     | (3,995)            | (522)                          |
| Tara                                      | 7,486       | 7,106       | 1,363              | (5,743)                        | 15,978      | 19,114      | 10,552             | 8,562                          | (8,492)                   | (12,008)    | (9,189)            | 2,819                          |
|   | 13,892      | 13,458      | 1,420              | (12,038)                       | 37,723      | 40,924      | 23,322             | 17,600                         | (23,831)                  | (27,466)    | (21,902)           | 5,562                          |
| <b>Facilities</b>                         |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Arran/Arkwright Community Centre          | 651         | 714         | 1,080              | 366                            | 4,059       | 5,288       | 4,133              | 1,155                          | (3,408)                   | (4,574)     | (3,053)            | 1,520                          |
| Chesley Community Centre                  | 168,814     | 156,577     | 145,839            | (10,738)                       | 338,742     | 351,572     | 295,955            | 55,617                         | (169,928)                 | (194,995)   | (150,116)          | 44,879                         |
| Paisley Community Centre                  | 101,459     | 103,119     | 94,031             | (9,088)                        | 263,854     | 282,746     | 260,137            | 22,609                         | (162,395)                 | (179,627)   | (166,106)          | 13,521                         |
| Tara Community Centre                     | 83,591      | 84,040      | 74,733             | (9,307)                        | 227,427     | 239,323     | 191,640            | 47,683                         | (143,836)                 | (155,283)   | (116,908)          | 38,376                         |
| Chesley Pool                              | 16,204      | 14,140      | -                  | (14,140)                       | 64,920      | 66,277      | 9,009              | 57,269                         | (48,716)                  | (52,137)    | (9,009)            | 43,129                         |
| Tara Pool                                 | 22,604      | 17,978      | -                  | (17,978)                       | 58,160      | 61,315      | 5,286              | 56,029                         | (35,556)                  | (43,337)    | (5,286)            | 38,051                         |
| Chesley Trailer Park                      | 39,374      | 35,301      | 27,451             | (7,850)                        | 39,374      | 47,840      | 39,989             | 7,850                          | -                         | (12,539)    | (12,539)           | -                              |
| Chesley Town Hall (Lease)                 | 2,028       | 2,100       | 2,028              | (72)                           | 19,454      | 22,802      | 18,734             | 4,068                          | (17,426)                  | (20,702)    | (16,706)           | 3,996                          |
| Paisley Legion (Lease)                    | -           | -           | -                  | -                              | 5,714       | 6,000       | 3,798              | 2,202                          | (5,714)                   | (6,000)     | (3,798)            | 2,202                          |
| Paisley LCBO (Lease)                      | 21,958      | 20,662      | 22,620             | 1,958                          | 11,048      | 12,845      | 12,307             | 538                            | 10,910                    | 7,817       | 10,313             | 2,496                          |
|   | 456,683     | 434,631     | 367,780            | (66,851)                       | 1,032,752   | 1,096,008   | 840,987            | 255,020                        | (576,069)                 | (661,377)   | (473,207)          | 188,169                        |
| <b>Libraries</b>                          |             |             |                    |                                |             |             |                    |                                |                           |             |                    |                                |
| Chesley                                   | 22,858      | 22,878      | 23,317             | 439                            | 19,094      | 19,695      | 13,511             | 6,184                          | 3,764                     | 3,183       | 9,807              | 6,623                          |
| Paisley                                   | 7,528       | 7,526       | 7,679              | 153                            | 8,501       | 9,143       | 7,281              | 1,862                          | (973)                     | (1,617)     | 398                | 2,015                          |
| Tara                                      | 7,619       | 7,802       | 7,772              | (30)                           | 11,384      | 14,620      | 9,617              | 5,003                          | (3,765)                   | (6,818)     | (1,845)            | 4,973                          |
|   | 38,005      | 38,206      | 38,769             | 563                            | 38,979      | 43,458      | 30,409             | 13,048                         | (974)                     | (5,252)     | 8,359              | 13,611                         |
| Museum - Paisley                          | 3,621       | 2,703       | 8,886              | 6,183                          | 11,162      | 17,538      | 8,886              | 8,652                          | (7,541)                   | (14,835)    | -                  | 14,835                         |
|   | 611,933     | 565,261     | 466,859            | (98,402)                       | 1,477,636   | 1,570,150   | 1,257,271          | 312,876                        | (865,703)                 | (1,004,889) | (790,412)          | 214,474                        |



|                                   | Revenue          |                  |                    | YTD Fav<br>(Unfav)<br>Variance | Expenditure       |                  |                    | YTD Fav<br>(Unfav)<br>Variance | Net Revenue (Expenditure) |                    |                    | YTD Fav<br>(Unfav)<br>Variance |
|-----------------------------------|------------------|------------------|--------------------|--------------------------------|-------------------|------------------|--------------------|--------------------------------|---------------------------|--------------------|--------------------|--------------------------------|
|                                   | 2019 Actual      | 2020 Budget      | 2020 YTD<br>Actual |                                | 2019 Actual       | 2020 Budget      | 2020 YTD<br>Actual |                                | 2019 Actual               | 2020 Budget        | 2020 YTD<br>Actual |                                |
| <b>Planning &amp; Development</b> |                  |                  |                    |                                |                   |                  |                    |                                |                           |                    |                    |                                |
| Planning/Zoning                   | 500              | -                | 500                | 500                            | -                 | -                | -                  | -                              | 500                       | -                  | 500                | 500                            |
| Commercial/Industrial Development | -                | -                | -                  | -                              | -                 | -                | -                  | -                              | -                         | -                  | -                  | -                              |
| Downtown Decoration               | -                | -                | 8,622              | 8,622                          | 54,850            | 59,126           | 50,152             | 8,974                          | (54,850)                  | (59,126)           | (41,530)           | 17,596                         |
| Gravel Pit                        | -                | -                | -                  | -                              | 1,697             | 5,107            | 975                | 4,132                          | (1,697)                   | (5,107)            | (975)              | 4,132                          |
| Natural Gas Project               | -                | -                | -                  | -                              | 1,129             | -                | 1,183              | (1,183)                        | (1,129)                   | -                  | (1,183)            | (1,183)                        |
| Economic Development              | 138,870          | 107,459          | 28,609             | (78,850)                       | 185,627           | 261,670          | 182,820            | 78,850                         | (46,757)                  | (154,211)          | (154,210)          | -                              |
| Tile Drainage                     | 159,409          | 120,450          | 289,862            | 169,412                        | 187,623           | 147,450          | 296,221            | (148,771)                      | (28,214)                  | (27,000)           | (6,359)            | 20,641                         |
|                                   | <b>298,779</b>   | <b>227,909</b>   | <b>327,594</b>     | <b>99,684</b>                  | <b>430,926</b>    | <b>473,353</b>   | <b>531,351</b>     | <b>(57,998)</b>                | <b>(132,147)</b>          | <b>(245,444)</b>   | <b>(203,757)</b>   | <b>41,686</b>                  |
| <b>Totals</b>                     |                  |                  |                    |                                |                   |                  |                    |                                |                           |                    |                    |                                |
| <b>Total Municipal Services</b>   | <b>5,746,950</b> | <b>3,779,976</b> | <b>3,888,783</b>   | <b>108,808</b>                 | <b>11,083,382</b> | <b>9,359,762</b> | <b>9,685,097</b>   | <b>(325,335)</b>               | <b>(5,336,432)</b>        | <b>(5,579,786)</b> | <b>(5,796,314)</b> | <b>(216,527)</b>               |

# Appendix D

Reserves

## Reserves Sustained by Taxation

| Reserve |   |                  |
|---------|---|------------------|
| Acct    | Description                                     | 2020 Balance     |
| 2101    | Reserves-Working Capital                        | 3,000,580        |
|         | <b>Reserve - Working Funds</b>                  | <b>3,000,580</b> |
| 2102    | Reserves-Accumulated Sick Leave                 | 521,687          |
|         | <b>Reserve - Sick Leave</b>                     | <b>521,687</b>   |
| 2192    | Reserves-Doctor Recruitment                     | 70,000           |
| 2193    | Reserve-Krug Memorial Park                      | 14,305           |
| 2194    | Reserve-Economic Development                    | 41,380           |
| 2195    | Reserve-Bijou/Old Town Hall                     | 14,986           |
|         | <b>Reserve - Health Services</b>                | <b>140,672</b>   |
| 2150    | Reserves-MMAH Municipal Efficiency              | 305,740          |
| 2153    | Reserves-Ontario Grants                         | 63,204           |
| 2104    | Reserves-Gen Govt-Office Equipment              | 71,772           |
| 2105    | Reserves-Gen Govt-Election Expense              | 18,749           |
| 2106    | Reserves-Gen Govt-Emp Equity-AE                 | 6,674            |
| 2107    | Reserves-Gen Govt-OPG Annual Payment            | 153,902          |
| 2112    | Reserves-Building                               | 387,282          |
|         | <b>Reserve - General Government</b>             | <b>1,007,323</b> |
| 2113    | Reserves-PS Chesley Fire Tower re Bell Mobility | 34,323           |
| 2114    | Reserves-PS Paisley Fire Tower re Bell Mobility | 67,040           |
| 2115    | Reserves-PS Tara Fire Tower re Bell Mobility    | 46,463           |
| 2116    | Reserves-Prot Serv-Fire-Paisley                 | 147,677          |
| 2117    | Reserves-Prot Serv-Fire-Chesley                 | 154,897          |
| 2119    | Reserves-Prot Serv-Fire-Chesley/Chatsworth      | 4,237            |
| 2118    | Reserves-Prot Serv-Fire-Tara                    | 185,083          |
|         | <b>Reserve - Protective Inspection</b>          | <b>639,722</b>   |
| 2128    | Reserves-Trans-Street Lights-Chesley            | 0                |
| 2120    | Reserves-Trans-Winter Control-AE                | 167,400          |
| 2122    | Reserves-Trans-Bridges-AE                       | 1,022,757        |
| 2123    | Reserves-Trans-Equipment-AE                     | 194,556          |
| 2124    | Reserves-Trans-Roads-AE                         | 1,054,937        |
|         | <b>Reserve - Roadways</b>                       | <b>2,439,651</b> |
| 2151    | Reserves-Landfill-Paisley                       | 2,570            |
| 2152    | Reserves-Landfill-Arran                         | 27,275           |
|         | <b>Reserve - Waste Disposal</b>                 | <b>29,846</b>    |
| 2190    | Reserves-Cannabis Legalization Fund             | 10,000           |
| 2140    | Reserves-Health-Paisley Clinic                  | 32,688           |
| 2141    | Reserves-Health-Chesley Clinic                  | 43,115           |
|         | <b>Reserve - Health Services</b>                | <b>85,803</b>    |
| 2197    | Reserve - Chesley Trailer Park                  | 30,769           |
| 2177    | Reserves-Recreation General                     | 58,543           |
| 2181    | Reserves-Rec Arena/Community Ctrs-AE            | 247,997          |
| 2182    | Reserves-Recreation-Lawn Bowling                | 25               |
| 2183    | Reserves-Recreation-Palace                      | 4,000            |
| 2196    | Reserve - Tara Pedestrian Bridge                | 5,000            |
|         | <b>Reserve - Recreation Facilities</b>          | <b>346,334</b>   |

|  |                  |
|--|------------------|
| 2110 Reserves-Land Sale Proceeds-Elderslie | 10,000           |
| <b>Reserve - Planning and Development</b>  | <b>10,000</b>    |
| 2172 Reserves-Gravel Pit-AE                | 290,148          |
| 2184 Reserves-Hose Tower-Paisley           | 11,906           |
| 2185 Reserves-Recreation-Paisley Museum    | 10,182           |
| <b>Reserve - Other and Unspecified</b>     | <b>312,236</b>   |
| <b>Total Municipal Reserves</b>            | <b>8,533,852</b> |

### Reserves Sustained by User Fees

| Reserve                        |   |                   |
|--------------------------------|---|-------------------|
| Acct                           | Description                               | 2020 Balance      |
| 2142                           | Reserves-Oblig/Deferred Rev-Bldg Code Act | 207,502           |
|                                | <b>Reserve - Building Code</b>            | <b>207,502</b>    |
| 2131                           | Reserves-Sanitary Sewers                  | 3,612,679         |
|                                | <b>Reserve - Sanitary Sewers</b>          | <b>3,612,679</b>  |
| 2135                           | Reserves-AE Water/Sewer                   | 117,433           |
| 2136                           | Reserves-Water                            | 7,745,503         |
|                                | <b>Reserve - Waterworks</b>               | <b>7,862,936</b>  |
| <b>Total User Fee Reserves</b> |   | <b>11,683,117</b> |

### Total Reserves 20,216,969

### Reserve Funds

| Reserve                    |  |                |
|----------------------------|--|----------------|
| Acct                       | Description                                  | 2020 Balance   |
| 3016                       | Community Well Being                         | 129,161        |
| 3012                       | Paisley LACAC                                | 21,239         |
| 3005                       | Paisley Parks                                | 1,680          |
| 3007                       | Paisley Museum                               | 12,803         |
|                            | <b>Discretionary Reserve Funds</b>           | <b>164,882</b> |
| 3008                       | Paisley Parks Subdiv. Rentrag                | 22,541         |
| 3010                       | Arran Parkland                               | 3,107          |
| 3014                       | Federal Gas Tax                              | 320,772        |
| 3017                       | Mainstreet Revitalization                    | 1              |
| 3015                       | Ontario Community Infrastructure Fund (OCIF) | 372,699        |
|                            | <b>Obligatory Reserve Funds</b>              | <b>719,120</b> |
| <b>Total Reserve Funds</b> |  | <b>884,003</b> |

### Total Reserves and Reserve Funds 21,100,972

# Appendix E

Summary of  
Recommendations

**Summary of Recommendations**  
**SRFIN.21.15 December 31, 2020 Financial Report**

**Recommendation:** That Council supports the \$30,035 transfer from the Building Reserve to finance the net deficit position.

**Recommendation:** That Council supports Committee recommendations to transfer the unspent boot allowance to the Fire Department's reserve; Chesley \$2,898, Paisley \$2,000 and Tara \$1,819.

**Recommendation:** That Council supports the transfer of the 2020 OPG funds, \$26,419 to the reserve and the allocation from Working Capital, \$26,267 to correct 2019.

**Recommendation:** That Council supports the transfer to reserve for the Safe Restart Funds \$63,204, Website Upgrade \$3,007, and the Sick leave update \$12,002, General Government.

**Recommendation:** That Council supports the transfer to Reserve for the annual Sick leave update, \$15,257, Transportation Services.

**Recommendation:** That Council supports the transfer to Reserve for the LED Project, \$3,924.

**Recommendation:** That Council supports the transfer to Reserve for the annual Sick leave update, \$1,259, Recreation Services.

**Recommendation:** That Council supports the transfer to Reserve for the Museum, \$2,468.

**Recommendation:** That Council supports the transfer to Reserve for Economic Development, \$35,201.

# Appendix F

Statement of Financial  
Position



**The Corporation of the Municipality of Arran-Elderslie  
Statement of Financial Position**

| <b>December 31</b>                               | <b>2020</b>       | <b>2019</b>       | <b>Change</b>    |
|--|-------------------|-------------------|------------------|
| <b>Financial Assets</b>                          |                   |                   |                  |
| Cash and temporary investments                   | 20,350,122        | 19,570,825        | 779,297          |
| Taxes receivable                                 | 1,312,314         | 1,180,105         | 132,209          |
| Trade and other receivables                      | 613,334           | 718,601           | (105,267)        |
| Inventory held for resale                        | 65,327            | 64,141            | 1,186            |
| Long-term receivables                            | 412,702           | 457,139           | (44,437)         |
|  | <u>22,753,799</u> | <u>21,990,811</u> | <u>762,988</u>   |
| <b>Liabilities</b>                               |                   |                   |                  |
| Accounts payable and accrued liabilities         | 1,102,425         | 1,346,074         | (243,648)        |
| Solid waste closure and post-closure liabilities | 180,677           | 218,390           | (37,713)         |
| Post-employment benefits liabilities             | 364,214           | 340,937           | 23,277           |
| Deferred revenue                                 | 732,767           | 890,860           | (158,092)        |
| Long-term liabilities                            | 387,581           | 432,278           | (44,697)         |
|  | <u>2,767,664</u>  | <u>3,228,539</u>  | <u>(460,875)</u> |
| <b>Net financial assets</b>                      | <u>19,986,135</u> | <u>18,762,272</u> | <u>1,223,863</u> |
| <b>Non-financial assets</b>                      |                   |                   |                  |
| Prepaid expenses                                 | 16,141            | 14,450            | 1,691            |





# MUNICIPALITY OF ARRAN-ELDERSLIE

## STAFF REPORT

COUNCIL  
April 12, 2021  
SRFIN.21.16

SUBJECT: 2021 Tax Rate By-Law

### RECOMMENDATION:

*Be It Resolved,*

- 1) That SRFIN.21.16 be received – 2021 Tax Rate By-Law, and
- 2) That the By-Law to assess and levy the rates required for the lawful purposes of the Municipality of Arran-Elderslie for 2021 be read and passed.

Submitted by:

*Tracey Neifer*

Tracey Neifer  
Treasurer

Reviewed by:

*Christine Fraser-McDonald*

Christine Fraser-McDonald  
Acting CAO

### BACKGROUND:

On January 11<sup>th</sup>, 2021 Council was provided with SRFIN.21.03 2021 Operating and Capital Budget Revised. Based on discussion and direction of Council the municipal tax levy for 2021 has been set at \$5,515,404 representing a 2.90% increase in the local tax rate and a 3.47% levy increase, which represents \$187,113 additional tax dollars for municipal purposes. The By-Law to adopt the budget (estimates of revenues and expenditures) for tax purposes for the year 2021 was adopted by Council on January 25, 2021.

### COMMENTS:

In order to establish the tax rates for the year, a by-law is required, as included in **Appendix A**. The tax rate by-law for 2020 had included provisions for tax relief by way of deferred penalty charges, this provision has been removed for 2021. The tax instalment dates have remained consistent with prior years, as the 25<sup>th</sup> of March,

June, August and October.

**FINANCIAL/STAFFING/OTHER IMPLICATIONS:**

The tax-rate by-law was not presented with the adoption of the budget, as the tax rates were not available for Education and County. The Education and County rates are now available and have been included in the appendix.

The tax dollars raised by the municipality is driven by the property assessment value and the tax rate adopted for the year for each of the tax class categories. The following is a high-level overview of the 2021 assessment roll and the number of properties in each category. The total assessment has increased from 1,134,050,400 to 1,141,670,600, representing an increase of 0.67%, due to growth and not valuation changes, as the 2020 assessment values have been held the same for 2021.

- ✓ Growth – positive or negative, this reflects the value increase or decrease associated with a change to a property's state, use or condition.
- ✓ Valuation change – is captured by reassessment and driven by changes in the real estate market over time.

| Broad Tax Class Category | AT TIME OF ROLL      |                             |                      |
|--------------------------|----------------------|-----------------------------|----------------------|
|                          | Frequency of RTC/RTQ | 2020 Roll for Tax Year 2021 | Total Assessment (%) |
| Commercial               | 256 ▼                | 32,594,856                  | 2.86                 |
| Exempt                   | 244 ▼                | 45,289,300                  | 3.97                 |
| Farmland                 | 1,053 ▼              | 508,100,353                 | 44.5                 |
| Industrial               | 37 ▼                 | 9,249,200                   | 0.81                 |
| Managed Forests          | 17 ▼                 | 2,119,700                   | 0.19                 |
| Multi-Residential        | 15 ▼                 | 12,868,290                  | 1.13                 |
| Pipeline                 | 1 ▼                  | 2,311,000                   | 0.2                  |
| Residential              | 3,158 ▼              | 529,138,901                 | 46.35                |
| <b>Total</b>             | <b>4,781</b>         | <b>1,141,671,600</b>        | <b>100%</b>          |

To understand the impact on a property owner in Arran-Elderslie, the following charts show the change from 2020 as a result of the tax rate changes. These three tax categories, Residential, Farmland and Commercial represents the greatest number of properties.

| <b>Residential Property (RT)</b> |                           |                       |                 |                    |                   |  |
|----------------------------------|---------------------------|-----------------------|-----------------|--------------------|-------------------|--|
| <b>Year</b>                      | <b>Average Assessment</b> | <b>Property Taxes</b> |                 |                    |                   |  |
|                                  |                           | <b>Local</b>          | <b>County</b>   | <b>Education</b>   | <b>Total</b>      |  |
| 2020                             | 167,590                   | \$ 1,241.62           | \$ 668.18       | \$ 256.41          | \$ 2,166.21       |  |
| 2021                             | 167,590                   | \$ 1,277.63           | \$ 692.49       | \$ 256.41          | \$ 2,226.53       |  |
|                                  | <b>\$ Increase</b>        | <b>\$ 36.01</b>       | <b>\$ 24.31</b> | <b>\$ -</b>        | <b>\$ 60.31</b>   |  |
|                                  | <b>% Increase</b>         | <b>2.90%</b>          | <b>3.64%</b>    | <b>0.00%</b>       | <b>2.78%</b>      |  |
|                                  |                           |                       |                 |                    |                   |  |
| <b>Farmland Property (FT)</b>    |                           |                       |                 |                    |                   |  |
| <b>Year</b>                      | <b>Average Assessment</b> | <b>Property Taxes</b> |                 |                    |                   |  |
|                                  |                           | <b>Local</b>          | <b>County</b>   | <b>Education</b>   | <b>Total</b>      |  |
| 2020                             | 482,526                   | \$ 893.72             | \$ 480.96       | \$ 184.57          | \$ 1,559.25       |  |
| 2021                             | 482,526                   | \$ 919.64             | \$ 480.96       | \$ 184.57          | \$ 1,585.16       |  |
|                                  | <b>\$ Increase</b>        | <b>\$ 25.92</b>       | <b>\$ -</b>     | <b>\$ -</b>        | <b>\$ 25.92</b>   |  |
|                                  | <b>% Increase</b>         | <b>2.90%</b>          | <b>0.00%</b>    | <b>0.00%</b>       | <b>1.66%</b>      |  |
|                                  |                           |                       |                 |                    |                   |  |
| <b>Commercial Property (CT)</b>  |                           |                       |                 |                    |                   |  |
| <b>Year</b>                      | <b>Average Assessment</b> | <b>Property Taxes</b> |                 |                    |                   |  |
|                                  |                           | <b>Local</b>          | <b>County</b>   | <b>Education</b>   | <b>Total</b>      |  |
| 2020                             | 125,901                   | \$ 1,150.19           | \$ 618.98       | \$ 1,233.83        | \$ 3,002.99       |  |
| 2021                             | 125,901                   | \$ 1,183.54           | \$ 641.49       | \$ 1,107.93        | \$ 2,932.96       |  |
|                                  | <b>\$ Increase</b>        | <b>\$ 33.36</b>       | <b>\$ 22.51</b> | <b>\$ (125.90)</b> | <b>\$ (70.03)</b> |  |
|                                  | <b>% Increase</b>         | <b>2.90%</b>          | <b>3.64%</b>    | <b>-10.20%</b>     | <b>-2.33%</b>     |  |
|                                  |                           |                       |                 |                    |                   |  |

The average assessment has been determined using the 2021 assessment value and the number of properties in the respective tax class. Since the assessment value is not changing for 2021, the change is directly related to the tax rate changes.

## **CONCLUSION:**

That Council approve the tax rate by-law for 2021.

## **Appendices:**

**Appendix A** – By-Law to assess and levy the rates for 2021

# Appendix A

- By-Law to assess and levy the rates for 2020

# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## BY-LAW NO. XX – 2021

BEING A BY-LAW TO ASSESS AND LEVY THE RATES REQUIRED  
FOR THE LAWFUL PURPOSES OF  
THE MUNICIPALITY OF ARRAN-ELDERSLIE FOR 2021

WHEREAS the Municipality is required to levy the rates for Municipal, County and School Board purposes for the taxation year 2021; and

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

- "290. (1) *A local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality including,*
- (a) amounts sufficient to pay all debts of the municipality falling due within the year;*
  - (b) amounts required to be raised for sinking funds or retirement funds; and*
  - (c) amounts required for any board, commission or other body.*
- (2) The budget shall,*
- (a) in such detail and form as the Minister may require, set out the estimated revenues, including the amount the municipality intends to raise on all the rateable property in the municipality by its general local municipality levy and on less than all the rateable property in the municipality by a special local municipality levy under section 312, and the estimated expenditures; and*
  - (b) provide that the estimated revenues are equal to the estimated expenditures.*
- (3) In preparing the budget, the local municipality,*
- (a) shall treat any operating surplus of any previous year as revenue that will be available during the current year;*
  - (b) shall provide for any operating deficit of any previous year and for the cost of the collection of taxes and any abatement or discount of taxes;*
  - (c) shall provide for taxes and other revenues that in the opinion of the treasurer are uncollectible and for which provision has not been previously made;*
  - (d) may provide for taxes and other revenues that it is estimated will not be collected during the year; and*
  - (e) may provide for such reserves as the municipality considers necessary."*

"291. (1) *Before adopting all or part of a budget under section 289 or 290, or amending such a budget, a municipality shall give public notice of its intention to adopt or amend the budget at a council meeting specified in the notice."*

"308(5) *An upper-tier municipality shall pass a by-law on or before April 30 in each year to establish the tax ratios for that year for the upper-tier municipality and its lower-tier municipalities."*

"311(10) *In each year, each lower-tier municipality shall levy, in accordance with the upper-tier rating by-law passed for that year, the tax rates specified in the by-law."*

"312(2) *For purposes of raising the general local municipality levy, a local municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes.*

"355 (1) A local municipality may pass a by-law providing that where, in any year, the total amount of taxes to be imposed on a property would be less than \$50 or such other minimum tax amount specified by the municipality in the by-law, the actual taxes payable shall be an amount not exceeding that minimum tax amount."; and

WHEREAS the Education Act, R.S.O. 1990, Ch. E.2 provides that:

"257.7 (1) Subject to the regulations, the following shall in each year levy and collect the tax rates prescribed under section 257.12 for school purposes on the property indicated:

Every municipality, on residential property and business property in the municipality, including territory without municipal organization that is deemed under section 56 or subsection 58.1 (2) to be attached to the municipality, taxable for school purposes, according to the last returned assessment roll."; and

WHEREAS the sum of \$5,515,404 is required by taxation in the year 2021 for Municipal purposes; and

WHEREAS the Corporation of the County of Bruce did pass By-law Number 2021-021 on the 4th day of March, 2021 thereby setting the 2021 tax ratios, the general County tax rate for 2021 and the estimated amount to be raised by the Municipality of Arran-Elderslie for the County in the amount of \$2,970,568; and

WHEREAS the sum of \$1,383,369 is required by taxation in the year 2021 for School purposes as set by the Province of Ontario depending on the classification of assessment; and

WHEREAS for the year 2021 the rateable property of the Municipality of Arran-Elderslie according to the last revised assessment roll is \$1,092,709,000;

| 2021 Assessment and Tax Levy     |       |                      |                  |                  |                  |                  |
|----------------------------------|-------|----------------------|------------------|------------------|------------------|------------------|
| Property Class                   | Class | Returned             | County           | Education        | Municipal        | Total            |
|                                  | ID    | Assessment           |                  |                  |                  |                  |
| Residential                      | RT    | 528,745,301          | 2,184,797        | 808,980          | 4,030,911        | 7,024,688        |
| Multi-Residential                | MT    | 11,193,290           | 46,251           | 17,126           | 85,332           | 148,709          |
| Multi-Residential- New           | NT    | 1,675,000            | 6,921            | 2,563            | 12,769           | 22,253           |
| Commercial                       | CT    | 25,809,656           | 131,506          | 227,125          | 242,626          | 601,257          |
| Commercial - Vacant Land         | CX    | 258,400              | 922              | 2,274            | 1,700            | 4,896            |
| Commercial - Excess Land         | CU    | 128,400              | 458              | 1,130            | 845              | 2,433            |
| Commercial - New                 | XT    | 2,977,600            | 15,172           | 26,203           | 27,991           | 69,366           |
| Commercial - New Excess          | XU    | 95,600               | 341              | 841              | 629              | 1,811            |
| Industrial                       | IT    | 3,273,200            | 23,638           | 28,804           | 43,611           | 96,053           |
| Industrial - Full                | IH    | 54,000               | 390              | 475              | 719              | 1,585            |
| Industrial - Vacant Land Shared  | IJ    | 6,300                | 30               | 55               | 55               | 140              |
| Industrial - Vacant Land         | IX    | 187,300              | 879              | 1,648            | 1,622            | 4,150            |
| Industrial - Excess Land         | IU    | 103,700              | 487              | 913              | 898              | 2,297            |
| Industrial - Large               | LT    | 4,236,000            | 30,591           | 37,277           | 56,439           | 124,306          |
| Industrial - New                 | JT    | 1,364,200            | 9,852            | 12,005           | 18,176           | 40,033           |
| Industrial - Small Scale on Farm | I7    | 24,500               | 177              | 54               | 326              | 557              |
| Parking Lot                      | GT    | 45,500               | 232              | 400              | 428              | 1,060            |
| Pipeline                         | PT    | 2,311,000            | 9,365            | 20,337           | 17,907           | 47,609           |
| Managed Forests                  | TT    | 2,119,700            | 2,113            | 811              | 4,040            | 6,963            |
| Farmland                         | FT    | 508,100,353          | 506,449          | 194,348          | 968,378          | 1,669,176        |
| <b>Total Rateable Assessment</b> |       | <b>1,092,709,000</b> | <b>2,970,568</b> | <b>1,383,369</b> | <b>5,515,404</b> | <b>9,869,342</b> |
| Landfill PIL                     | HF    | 181,200              | 884              |                  | 3,469            | 4,353            |
| Commercial PIL                   | CF/CG | 3,098,500            | 15,788           |                  | 59,493           | 75,281           |
| Residential PIL                  | RF/RG | 393,600              | 1,626            | 70               | 3,533            | 5,229            |
| Exempt Properties                | E     | 45,289,300           |                  |                  |                  |                  |
| <b>Total Assessment Value</b>    |       | <b>1,141,671,600</b> | <b>2,988,866</b> | <b>1,383,439</b> | <b>5,581,899</b> | <b>9,954,204</b> |

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

1. That the sum of \$5,515,404 shall be raised for the lawful municipal purposes of the Corporation of the Municipality of Arran-Elderslie for the year 2021.
2. That the General Municipal Tax Rates for 2021 to be applied to each class of assessment, in accordance with tax ratios established by the County of Bruce as follows:

| 2021 Tax Rates                   |       |          |                    |            |            |            |            |
|----------------------------------|-------|----------|--------------------|------------|------------|------------|------------|
| Property Class                   | Class | Tax      | Weighted           | County     | Education  | Municipal  | Total      |
|                                  | ID    | Ratio    | Assessment         |            |            |            |            |
| Residential                      | RT    | 1.000000 | 528,745,301        | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Multi-Residential                | MT    | 1.000000 | 11,193,290         | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Multi-Residential- New           | NT    | 1.000000 | 1,675,000          | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Commercial                       | CT    | 1.233100 | 31,825,887         | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Commercial- Vacant Land          | CX    | 1.233100 | 318,633            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Commercial- Excess Land          | CU    | 1.233100 | 158,330            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Commercial- New                  | XT    | 1.233100 | 3,671,679          | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Commercial- New Excess           | XU    | 1.233100 | 117,884            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Industrial                       | IT    | 1.747700 | 5,720,572          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Full                | IH    | 1.747700 | 94,376             | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Vacant Land Shared  | IJ    | 1.136005 | 7,157              | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Vacant Land          | IX    | 1.136005 | 212,774            | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Excess Land          | IU    | 1.136005 | 117,804            | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Large                | LT    | 1.747700 | 7,403,257          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial- New                  | JT    | 1.747700 | 2,384,212          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Small Scale on Farm | I7    | 1.747700 | 42,819             | 0.00722157 | 0.00220000 | 0.01332366 | 0.02274523 |
| Parking Lot                      | GT    | 1.233100 | 56,106             | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Pipeline                         | PT    | 1.016400 | 2,348,900          | 0.00405240 | 0.00880000 | 0.00774857 | 0.02060097 |
| Managed Forests                  | TT    | 0.250000 | 529,925            | 0.00099675 | 0.00038250 | 0.00190588 | 0.00328513 |
| Farmland                         | FT    | 0.250000 | 127,025,088        | 0.00099675 | 0.00038250 | 0.00190588 | 0.00328513 |
|                                  |       |          | <b>723,648,993</b> |            |            |            |            |
| Landfill PIL                     | HF    | 1.223945 | 221,779            | 0.00487989 | 0.00980000 | 0.00934328 | 0.02402317 |
| Commercial PIL                   | CF/CG | 1.233100 | 3,820,760          | 0.00509522 | 0.00980000 | 0.00940059 | 0.02429581 |
| Residential PIL                  | RF/RG | 1.000000 | 393,600            | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
|                                  |       |          | <b>728,085,133</b> |            |            |            |            |

3. That the minimum tax charged shall be \$20.00 and that the difference between the actual tax and the minimum tax shall form part of the general funds of the municipality.
4. That the waste collection annual flat rate of \$93.00 per domestic and commercial premise shall be charged as an area rate (not included in the tax rate) under miscellaneous charges on the tax bill.

Commercial premises, excluding home occupations, have the option of purchasing additional two-bag units at a cost of \$93.00 per year for each unit, up to a maximum of five (5) units picked up weekly.

Every domestic and commercial premise in the Municipality shall be charged for collection whether they participate in collection or not.

5. That the final taxes less the interim Taxes shall be due and payable in two approximately equal instalments on or before office closing on August 25<sup>th</sup>, 2021 and on or before office closing on October 25<sup>th</sup>, 2021.
6. A penalty at the rate of 1.25% will be charged on the first day of default and on the first day of each calendar month thereafter in which default continues on all unpaid instalments of taxes until December 31, 2021, after which the interest rates of 1.25% per month for each month or fraction thereof will be added.
7. That this by-law shall take effect with final passing.

\*\*\*\*\*

READ a FIRST and SECOND time this 12<sup>h</sup> day of April, 2021.

READ a THIRD time and finally passed this 12<sup>th</sup> day of April, 2021.

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Steve Hammell, *Mayor*

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Christine Fraser-McDonald, Clerk





# MUNICIPALITY OF ARRAN-ELDERSLIE

## STAFF REPORT

COUNCIL  
April 12th, 2021  
SRW.21.13

SUBJECT: Award Tender Road Construction Projects on Sixth Street SE and Fourth Avenue SW Chesley

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### **PURPOSE:**

To review and select a preferred option for tendering of road construction projects on Sixth Street SE and Fourth Avenue SW in Chesley.

### **RECOMMENDATION(S):**

Be it Resolved

- 1) That Council accept the bid from Moorefield Excavating Ltd. for the street projects tendered on Sixth Street SE and Fourth Avenue SW in Chesley, in the amount of \$856,845.00 excluding HST; and
- 2) That Council select its preferred option for completing the project.

Submitted by:

*Mark O'Leary*  
Mark O'Leary  
Water Foreman

Reviewed by:

*Scott McLeod*  
Scott McLeod  
Works Manager

Reviewed by:

*Christine Fraser-McDonald*  
Christine Fraser-McDonald  
Acting CAO

### **BACKGROUND:**

The Municipality Public Works Department continues to annually make improvements to the infrastructure. Selected contractors were asked to bid on Sixth Street in Chesley, which will include water and sewer replacement, sidewalk on the north side of the road, and new asphalt. In addition, Fourth Avenue SW between Third and Fourth Street SW was included in the same bid for water, sewer, and stormwater replacement. New sidewalk on the east side of the road and asphalt will also be completed.

The following two bids were received for the upgrade project:

Moorefield Excavating Ltd.  
E.C King Contractors

\$856,845.00 excluding HST  
\$1,078,055.00 excluding HST

With the current Covid pandemic, and the instability of products and pricing the Municipality did tender these projects together, but they could also be done individually based on pricing.

## **FINANCIAL:**

The Municipality allocated funds for this project in the 2021 Capital Budget under the Works and Water & Sewer Department.

The Water & Sewer Division budgeted four hundred and thirty-four thousand seven hundred fifty dollars (\$434,750). Water accounts (02-3626 & 02-3694) and sewer accounts (02-3739 & 02-3794).

The Roads Department budgeted three hundred five thousand dollars (\$305,000). Capital accounts (02-2527 & 02-2547).

The project is an estimated one hundred seventeen thousand ninety-five dollars (\$117,095) over budget, though thirty-eight thousand dollars (\$38,000) is a built-in contingency plan.

**Option A:** Proceed with negotiating with Moorefield Excavating to complete the project on Fourth Avenue SW. Initial costs of this project have the Roads Department share around two hundred forty-five thousand nine hundred (\$245,900) and the Water & Sewer at two hundred fifty thousand six hundred dollars (\$250,600). This would keep both projects within total budget. This is the bigger of the two projects and proposes a higher risk for infrastructure failure.

**Option B:** Proceed with both street projects. The Roads Department share of both projects would be three hundred eighty-eight thousand seventy-one dollars (\$388,071). The additional eighty-three thousand seventy-one dollars (\$83,071) would have to be pulled out of general reserve 01-0000-2124.

The Water & Wastewater share of both projects would be four hundred sixty-eight thousand seven hundred seventy-four dollars (\$468,774). The additional thirty-four thousand twenty-four dollars (\$34,024) would have to be pulled out of sewer reserve account 01-0000-2131.

The Engineer's estimate for the project was one million twenty thousand six hundred eight five dollars (\$1,020,685).

## **CONCLUSION:**

That council accept Report SRW.21.13 and provide staff with its preferred option for completing the project.

## **APPENDIX:**

A- Letter of recommendation from GSS Engineering



# ENGINEERING CONSULTANTS LTD

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April 1, 2021

Project # 18-053

Mr. Scott McLeod, Manager of Public Works  
Municipality of Arran-Elderslie  
PO Box 70, 1925 Bruce Rd 10,  
Chesley, ON NOG 1LO

**Re:** 6th St. SE (1st Ave. – 2nd Ave. SE) and 4th Ave SW (3rd St SW – 4th St. SW) Watermain, Storm & Sanitary Sewer Replacement and Road Reconstruction Projects, Municipality of Arran-Elderslie Report and Recommendation on Award of Contract

Dear Mr. McLeod

This letter is to provide a recommendation on the Award of Contract number 18-053 for watermain, storm & sanitary replacement and road reconstruction on 6<sup>th</sup> St SE and 4<sup>th</sup> Ave SW in Chesley. We have reviewed the tender bids submitted by the contractors and submit our findings in this letter.

Tenders were invited from thirteen (13) pre-qualified contractors, but only two (2) bids were received. The enclosed **Table 1** provides the summary of the Tender Prices, and for comparison the engineers estimate has also been provided. Both bidders submitted bid bond and agreement to bond as required. **Table 2** provides a comparison of the bid prices of tender items for the two (2) bidders along with the engineers estimate.

Moorefield Excavating Ltd. submitted the lowest bid price of \$856,845.00. E. C. King Contracting submitted the second lowest bid price, in the amount of \$1,078,055.00. Moorefield's bid is competitive and lower than the engineers estimate.

Moorefield is a good contractor and is fully capable of undertaking the project in a professional and timely manner. They completed the Big Dig project in Chesley and recently has completed a project in Arran-Elderslie, for Bruce County. Arran-Elderslie staff was satisfied with the work completed.

In 2018-2019, Moorefield completed a watermain, storm sewer, sanitary sewer and road reconstruction project in Durham for a contract price of \$2.85 million. Undersigned was the Project Manager for that project and was satisfied with contractor's performance. Good feedback was also received from our site inspector and municipal staff on their performance.

### Recommendation

In view of the above, I recommend that the contract for the Watermain, Storm & Sanitary Sewer Replacement and Road Reconstruction Projects in Chesley be awarded to Moorefield Excavating Ltd. for the total bid price of **\$856,845.00 (excluding HST)**.

Sincerely,

GSS Engineering Consultants Ltd.

A handwritten signature in blue ink, appearing to read 'Rakesh Sharma', is written over a horizontal line.

Rakesh Sharma, P. Eng.  
Designated Consulting Engineer

RS/nc

|           | <b>Name of Construction Group</b>        | <b>Tender Price<br/>(excluding HST)</b> | <b>Bonding<br/>Provided</b> | <b>Time for Completion<br/>(weeks)</b> |
|-----------|--|---|-----------------------------|--|
| <b>1.</b> | <b>E.C. King Contracting</b>             | <b>\$1,078,055.00</b>                   | <b>YES</b>                  | <b>16</b>                              |
| <b>2.</b> | <b>Moorefield Excavating Ltd</b>         | <b>\$856,845.00</b>                     | <b>YES</b>                  | <b>8</b>                               |
|           | <b>ENGINEER ESTIMATE (excluding HST)</b> | <b>\$1,020,684.50</b>                   |                             |  |

**TABLE 2 - Comparison Table of Tender Bids**  
**6th St. SE (1st Ave. – 2nd Ave. SE) and 4th Ave SW (3rd St SW – 4th St. SW)**  
**Watermain, Storm & Sanitary Sewer Replacement and Road Reconstruction Projects**  
**Municipality of Arran-Elderslie**

**Section A: 4th Avenue SW 3rd Street SW to 4th Street SW**

**(0+130 - 0+290)**

**18-053**

| Item No.                              | Description   | Unit                 | Est. Qty. | Engineer's Estimate |              | Moorefield Excavating |              | E.C. Kings Contracting |              |
|---------------------------------------|---|----------------------|-----------|---------------------|--------------|-----------------------|--------------|------------------------|--------------|
|                                       |   |                      |           | Unit Price          | Amount       | Unit Price            | Amount       | Unit Price             | Amount       |
| <b>Road Work</b>                      |   |                      |           |                     |              |                       |              |                        |              |
| AA1                                   | Pulverize Asphalt   | m <sup>2</sup>       | 1460      | \$ 4.95             | \$ 7,227.00  | \$ 3.75               | \$ 5,475.00  | \$ 3.40                | \$ 4,964.00  |
| AA2                                   | Excavation  | m <sup>3</sup> (PQP) | 600       | \$ 16.50            | \$ 9,900.00  | \$ 28.25              | \$ 16,950.00 | \$ 24.20               | \$ 14,520.00 |
| AA3                                   | New Road Construction   |                      |           |                     |              |                       |              |                        |              |
| i)                                    | 300 mm Granular "B"   | m <sup>2</sup>       | 1500      | \$ 15.00            | \$ 22,500.00 | \$ 17.00              | \$ 25,500.00 | \$ 13.00               | \$ 19,500.00 |
| ii)                                   | 150 mm Granular "A"   | m <sup>2</sup>       | 1500      | \$ 15.00            | \$ 22,500.00 | \$ 10.50              | \$ 15,750.00 | \$ 14.20               | \$ 21,300.00 |
| AA4                                   | Paving  |                      |           |                     |              |                       |              |                        |              |
| i)                                    | 50 mm – Surface Course, HL3   | m <sup>2</sup>       | 1500      | \$ 14.00            | \$ 21,000.00 | \$ 21.00              | \$ 31,500.00 | \$ 16.60               | \$ 24,900.00 |
| AA5                                   | Asphalt Driveway Restoration by HL3A  | m <sup>2</sup>       | 100       | \$ 50.00            | \$ 5,000.00  | \$ 57.75              | \$ 5,775.00  | \$ 96.90               | \$ 9,690.00  |
| <b>Concrete Curbs &amp; Sidewalks</b> |   |                      |           |                     |              |                       |              |                        |              |
| AB1                                   | Removal & Disposal of Existing Curbs & Gutters  | m                    | 300       | \$ 27.50            | \$ 8,250.00  | \$ 12.75              | \$ 3,825.00  | \$ 16.50               | \$ 4,950.00  |
| AB2                                   | Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.                | m <sup>2</sup>       | 300       | \$ 27.50            | \$ 8,250.00  | \$ 10.25              | \$ 3,075.00  | \$ 10.40               | \$ 3,120.00  |
| AB3                                   | Concrete barrier curb per OPSD 600.040  | m                    | 320       | \$ 77.00            | \$ 24,640.00 | \$ 82.00              | \$ 26,240.00 | \$ 92.00               | \$ 29,440.00 |
| AB4                                   | New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050         | m <sup>2</sup>       | 340       | \$ 80.00            | \$ 27,200.00 | \$ 83.00              | \$ 28,220.00 | \$ 92.60               | \$ 31,484.00 |
| AB5                                   | Supply & install Tac Plates per OPSD 310.033, 310.039)                                | ea                   | 14        | \$ 500.00           | \$ 7,000.00  | \$ 250.00             | \$ 3,500.00  | \$ 260.00              | \$ 3,640.00  |
| AB6                                   | Concrete walkways and ramps per OPSD 310.010, 310.020, 310.033                        | m <sup>2</sup>       | 10        | \$ 80.00            | \$ 800.00    | \$ 90.00              | \$ 900.00    | \$ 210.00              | \$ 2,100.00  |
| AB7                                   | Concrete driveways per OPSD 351.010, OPSD 310.020, OPSD 310.033, OPSD 310.050         | m <sup>2</sup>       | 20        | \$ 84.00            | \$ 1,680.00  | \$ 115.00             | \$ 2,300.00  | \$ 169.90              | \$ 3,398.00  |
| AB8                                   | <b>Provisional:</b> Hand formed Concrete Steps  | ea                   | 6         | \$ 120.00           | \$ 720.00    | \$ 335.00             | \$ 2,010.00  | \$ 610.00              | \$ 3,660.00  |
| <b>Storm Sewers &amp; Structures</b>  |   |                      |           |                     |              |                       |              |                        |              |
| AC1                                   | Removal & disposal of Cast-in Place and Precast Structures (all sizes)                | ea                   | 9         | \$ 600.00           | \$ 5,400.00  | \$ 195.00             | \$ 1,755.00  | \$ 2,150.00            | \$ 19,350.00 |
| AC2                                   | Removal & disposal of existing storm sewers (all sizes and types)                     | m                    | 100       | \$ 45.00            | \$ 4,500.00  | \$ 19.25              | \$ 1,925.00  | \$ 186.50              | \$ 18,650.00 |
| AC3                                   | <b>Provisional:</b> Removal & disposal of Transite Pipe (storm & sanitary, All sizes) | m                    | 100       | \$ 110.00           | \$ 11,000.00 | \$ 45.00              | \$ 4,500.00  | \$ 200.00              | \$ 20,000.00 |
| AC4                                   | 100 mm ø Subdrains c/w Filter Sock  | m                    | 320       | \$ 40.00            | \$ 12,800.00 | \$ 33.00              | \$ 10,560.00 | \$ 34.50               | \$ 11,040.00 |

| Item No. | Description   | Unit | Est. Qty. | Engineer's Estimate |              | Moorefield Excavating |              | E.C. Kings Contracting |              |
|----------|---|------|-----------|---------------------|--------------|-----------------------|--------------|------------------------|--------------|
|          |   |      |           | Unit Price          | Amount       | Unit Price            | Amount       | Unit Price             | Amount       |
| AC5      | Supply & install storm sewers complete with granular bedding, cover material and backfill   |      |           |                     |              |                       |              |                        |              |
| i)       | 450 mm ø HDPE   | m    | 9         | \$ 400.00           | \$ 3,600.00  | \$ 425.00             | \$ 3,825.00  | \$ 420.00              | \$ 3,780.00  |
| ii)      | 300 mm ø HDPE   | m    | 90        | \$ 230.00           | \$ 20,700.00 | \$ 245.00             | \$ 22,050.00 | \$ 360.00              | \$ 32,400.00 |
| iii)     | 375 mm ø HDPE   | m    | 8         | \$ 300.00           | \$ 2,400.00  | \$ 325.00             | \$ 2,600.00  | \$ 400.00              | \$ 3,200.00  |
| AC6      | Supply and install storm structures   |      |           |                     |              |                       |              |                        |              |
| i)       | STMH 518 - 1500 mm ø  | ea   | 1         | \$ 9,000.00         | \$ 9,000.00  | \$ 6,795.00           | \$ 6,795.00  | \$ 10,500.00           | \$ 10,500.00 |
| ii)      | CBMH 517 - 1200 mm ø  | ea   | 1         | \$ 7,500.00         | \$ 7,500.00  | \$ 8,895.00           | \$ 8,895.00  | \$ 6,300.00            | \$ 6,300.00  |
| iii)     | Catch Basins (564/515/514/512) 600 X 600  | ea   | 4         | \$ 3,500.00         | \$ 14,000.00 | \$ 3,050.00           | \$ 12,200.00 | \$ 3,250.00            | \$ 13,000.00 |
| iv)      | Temporary CBMH 518A – 1200 mm ø   | ea   | 1         | \$ 7,500.00         | \$ 7,500.00  | \$ 5,615.00           | \$ 5,615.00  | \$ 6,400.00            | \$ 6,400.00  |
| AC7      | <b>Provisional:</b> Connect existing small diameter sewers (150mm ø & smaller to new storm sewer or concrete structures)  | m    | 10        | \$ 300.00           | \$ 3,000.00  | \$ 175.00             | \$ 1,750.00  | \$ 134.10              | \$ 1,341.00  |
| AC8      | <b>Provisional:</b> Supply & install rear yard catchbasins behind curbs and connect to proposed sewer   | ea   | 2         | \$ 2,000.00         | \$ 4,000.00  | \$ 1,975.00           | \$ 3,950.00  | \$ 1,480.00            | \$ 2,960.00  |
| AC9      | 300mm ø Storm Sewer (3 <sup>rd</sup> St. W.) repair   | LS   | LS        | \$ 1,000.00         | \$ 1,000.00  | \$ 3,000.00           | \$ 3,000.00  | \$ 1,370.00            | \$ 1,370.00  |
|          | <b>Watermain And Services</b>   |      |           |                     |              |                       |              |                        |              |
| AD1      | Provisions of temporary Water Supply  | LS   | LS        | \$ 9,500.00         | \$ 9,500.00  | \$ 7,250.00           | \$ 7,250.00  | \$ 22,700.00           | \$ 22,700.00 |
| AD2      | Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)  | m    | 180       | \$ 55.00            | \$ 9,900.00  | \$ 25.75              | \$ 4,635.00  | \$ 186.50              | \$ 33,570.00 |
| AD3      | PVC DR18 watermain including fittings and connection to existing watermains, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill. Testing, as specified. |      |           |                     |              |                       |              |                        |              |
| i)       | 150 mm ø  | m    | 180       | \$ 350.00           | \$ 63,000.00 | \$ 427.00             | \$ 76,860.00 | \$ 410.00              | \$ 73,800.00 |
| AD4      | Supply & install gate valves – 150 mm ø   | ea   | 4         | \$ 3,200.00         | \$ 12,800.00 | \$ 1,755.00           | \$ 7,020.00  | \$ 3,060.00            | \$ 12,240.00 |
| AD5      | <b>Provisional:</b> Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes  |      |           |                     |              |                       |              |                        |              |
| i)       | 150 mm ø  | ea   | 1         | 5000.00             | \$ 5,000.00  | 2750.00               | \$ 2,750.00  | 5200.00                | \$ 5,200.00  |

| Item No.                             | Description   | Unit           | Est. Qty. | Engineer's Estimate |                      | Moorefield Excavating |                      | E.C. Kings Contracting |                      |
|--------------------------------------|---|----------------|-----------|---------------------|----------------------|-----------------------|----------------------|------------------------|----------------------|
|                                      |   |                |           | Unit Price          | Amount               | Unit Price            | Amount               | Unit Price             | Amount               |
| <b>Watermain And Services Cont'd</b> |   |                |           |                     |                      |                       |                      |                        |                      |
| AD6                                  | Supply and install PE Service Pipe Municipex. Price for each service to include service saddles, main and curb stops, service box, SS rods, cathodic protection on all metallic fittings, trenching, select backfill or Granular backfill as specified, up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation. |                |           |                     |                      |                       |                      |                        |                      |
| i)                                   | East Side – 19 mm ø   | ea             | 3         | \$ 2,200.00         | \$ 6,600.00          | \$ 1,765.00           | \$ 5,295.00          | \$ 2,780.00            | \$ 8,340.00          |
| ii)                                  | West Side – 19 mm ø   | ea             | 5         | \$ 2,200.00         | \$ 11,000.00         | \$ 1,825.00           | \$ 9,125.00          | \$ 3,390.00            | \$ 16,950.00         |
| AD7                                  | Supply & install fire hydrants complete with Tee, Valve, Valve Box, Tracer Wire, Pipe, anodes, etc.   | ea             | 2         | \$ 9,000.00         | \$ 18,000.00         | \$ 10,100.00          | \$ 20,200.00         | \$ 9,200.00            | \$ 18,400.00         |
| <b>Sanitary Sewers</b>               |   |                |           |                     |                      |                       |                      |                        |                      |
| AE1                                  | Replace existing sanitary sewer with new 200 mm ø PVC SDR 35 pipe complete  | m              | 152       | \$ 400.00           | \$ 60,800.00         | \$ 290.00             | \$ 44,080.00         | \$ 430.00              | \$ 65,360.00         |
| AE2                                  | Remove & replace sanitary services complete with new cleanouts (new services, 125 mm ø PVC)   |                |           |                     |                      |                       |                      |                        |                      |
| i)                                   | East Side   | ea             | 4         | \$ 3,500.00         | \$ 14,000.00         | \$ 1,925.00           | \$ 7,700.00          | \$ 2,910.00            | \$ 11,640.00         |
| ii)                                  | West side   | ea             | 6         | \$ 3,500.00         | \$ 21,000.00         | \$ 1,875.00           | \$ 11,250.00         | \$ 2,910.00            | \$ 17,460.00         |
| AE3                                  | New sanitary manholes   | ea             | 2         | \$ 7,000.00         | \$ 14,000.00         | \$ 7,985.00           | \$ 15,970.00         | \$ 8,400.00            | \$ 16,800.00         |
| AE4                                  | Remove & dispose of existing pre-cast/cast in place structures.   | ea             | 2         | \$ 1,500.00         | \$ 3,000.00          | \$ 195.00             | \$ 390.00            | \$ 2,150.00            | \$ 4,300.00          |
| <b>Restoration Items</b>             |   |                |           |                     |                      |                       |                      |                        |                      |
| AF1                                  | Gravel Driveway Restoration   | m <sup>2</sup> | 100       | \$ 25.00            | \$ 2,500.00          | \$ 30.00              | \$ 3,000.00          | \$ 8.90                | \$ 890.00            |
| AF2                                  | Topsoil and Sod Restoration   | m <sup>2</sup> | 700       | \$ 28.00            | \$ 19,600.00         | \$ 19.00              | \$ 13,300.00         | \$ 19.30               | \$ 13,510.00         |
| AF3                                  | Layout Stakes   | LS             | LS        | \$ 5,500.00         | \$ 5,500.00          | \$ 4,695.00           | \$ 4,695.00          | \$ 3,350.00            | \$ 3,350.00          |
| AF4                                  | <b>Provisional:</b> Property bar replacement  | LS             | LS        | \$ 3,000.00         | \$ 3,000.00          | \$ 1,935.00           | \$ 1,935.00          | \$ 1,920.00            | \$ 1,920.00          |
| AF5                                  | Remove trees & stumps as identified. Holes to be filled in with screened sand & compacted.  | ea             | 1         | \$ 2,200.00         | \$ 2,200.00          | \$ 580.00             | \$ 580.00            | \$ 1,710.00            | \$ 1,710.00          |
| <b>SUBTOTAL SECTION A</b>            |   |                |           |                     | <b>\$ 554,467.00</b> |                       | <b>\$ 496,475.00</b> |                        | <b>\$ 655,097.00</b> |

**Section B: 6th Street SE 1st Avenue SE to 2nd Avenue SE (3+000 – 3+093)**

| <b>Road Work</b> |                   |                      |     |          |             |          |              |          |             |
|------------------|-------------------|----------------------|-----|----------|-------------|----------|--------------|----------|-------------|
| BA1              | Pulverize Asphalt | m <sup>2</sup>       | 750 | \$ 4.95  | \$ 3,712.50 | \$ 7.00  | \$ 5,250.00  | \$ 5.00  | \$ 3,750.00 |
| BA2              | Excavation        | m <sup>3</sup> (PQP) | 375 | \$ 16.50 | \$ 6,187.50 | \$ 28.25 | \$ 10,593.75 | \$ 25.10 | \$ 9,412.50 |

| Item No. | Description   | Unit           | Est. Qty. | Engineer's Estimate |              | Moorefield Excavating |              | E.C. Kings Contracting |              |
|----------|---|----------------|-----------|---------------------|--------------|-----------------------|--------------|------------------------|--------------|
|          |   |                |           | Unit Price          | Amount       | Unit Price            | Amount       | Unit Price             | Amount       |
| BA3      | New Road Construction   |                |           |                     |              |                       |              |                        |              |
| i)       | 300 mm Granular "B"   | m <sup>2</sup> | 750       | \$ 15.00            | \$ 11,250.00 | \$ 17.00              | \$ 12,750.00 | \$ 13.00               | \$ 9,750.00  |
| ii)      | 150 mm Granular "A"   | m <sup>2</sup> | 750       | \$ 15.00            | \$ 11,250.00 | \$ 10.50              | \$ 7,875.00  | \$ 16.60               | \$ 12,450.00 |
| BA4      | Paving  |                |           |                     |              |                       |              |                        |              |
| i)       | 50 mm – Surface Course, HL3   | m <sup>2</sup> | 750       | \$ 14.00            | \$ 10,500.00 | \$ 21.00              | \$ 15,750.00 | \$ 22.30               | \$ 16,725.00 |
| BA5      | <b>Provisional:</b> Asphalt Driveway Restoration by HL3A  | m <sup>2</sup> | 30        | \$ 50.00            | \$ 1,500.00  | \$ 57.75              | \$ 1,732.50  | \$ 91.20               | \$ 2,736.00  |
|          | <b>Concrete Curbs &amp; Sidewalks</b>   |                |           |                     |              |                       |              |                        |              |
| BB1      | Removal & Disposal of Existing Curbs & Gutters  | m              | 200       | \$ 27.50            | \$ 5,500.00  | \$ 12.75              | \$ 2,550.00  | \$ 16.50               | \$ 3,300.00  |
| BB2      | Removal & Disposal of Existing sidewalks, walkways, steps, ramps, etc.                                    | m <sup>2</sup> | 200       | \$ 27.50            | \$ 5,500.00  | \$ 10.25              | \$ 2,050.00  | \$ 10.40               | \$ 2,080.00  |
| BB3      | Concrete barrier curb per OPSD 600.040  | m              | 200       | \$ 77.00            | \$ 15,400.00 | \$ 82.00              | \$ 16,400.00 | \$ 92.10               | \$ 18,420.00 |
| BB4      | New concrete sidewalks 1.5 m wide per OPSD 310.010, 310.020, 310.033, 310.050                             | m <sup>2</sup> | 180       | \$ 80.00            | \$ 14,400.00 | \$ 83.00              | \$ 14,940.00 | \$ 93.30               | \$ 16,794.00 |
| BB5      | Supply & install Tac Plates per OPSD 310.033, 310.039)  | ea             | 8         | \$ 500.00           | \$ 4,000.00  | \$ 250.00             | \$ 2,000.00  | \$ 260.00              | \$ 2,080.00  |
| BB6      | Concrete walkways and ramps per OPSD 310.010, 310.020, 310.033, 310.050                                   | m <sup>2</sup> | 20        | \$ 80.00            | \$ 1,600.00  | \$ 90.00              | \$ 1,800.00  | \$ 141.50              | \$ 2,830.00  |
| BB7      | Concrete driveways per OPSD 351.010, OPSD 310.020, OPSD 310.033, OPSD 310.050                             | m <sup>2</sup> | 60        | \$ 84.00            | \$ 5,040.00  | \$ 115.00             | \$ 6,900.00  | \$ 141.50              | \$ 8,490.00  |
|          | <b>Storm Sewers &amp; Structures</b>  |                |           |                     |              |                       |              |                        |              |
| BC1      | Removal & disposal of Cast-in Place and Precast Structures (all sizes)                                    | ea             | 3         | \$ 1,000.00         | \$ 3,000.00  | \$ 195.00             | \$ 585.00    | \$ 2,150.00            | \$ 6,450.00  |
| BC2      | 100 mm ø Subdrains c/w Filter Sock  | m              | 200       | \$ 45.00            | \$ 9,000.00  | \$ 33.00              | \$ 6,600.00  | \$ 34.50               | \$ 6,900.00  |
| BC3      | Supply and install storm sewer section as needed to connect existing storm sewers to new storm structures |                |           |                     |              |                       |              |                        |              |
| i)       | 200 mm or 300 m HDPE or PVC   | m              | 10        | \$ 250.00           | \$ 2,500.00  | \$ 535.00             | \$ 5,350.00  | \$ 360.00              | \$ 3,600.00  |
| BC4      | Supply and install storm structures   |                |           |                     |              |                       |              |                        |              |
| i)       | CB 600 X 600 with connection to existing sewer  | ea             | 3         | \$ 3,500.00         | \$ 10,500.00 | \$ 2,850.00           | \$ 8,550.00  | \$ 3,760.00            | \$ 11,280.00 |
| ii)      | Modify top of 1500 mm ø CBMH 389 to match new curb line   | LS             | LS        | \$ 4,000.00         | \$ 4,000.00  | \$ 975.00             | \$ 975.00    | \$ 450.00              | \$ 450.00    |



| Item No.                             | Description   | Unit | Est. Qty. | Engineer's Estimate |              | Moorefield Excavating |              | E.C. Kings Contracting |              |
|--------------------------------------|---|------|-----------|---------------------|--------------|-----------------------|--------------|------------------------|--------------|
|                                      |   |      |           | Unit Price          | Amount       | Unit Price            | Amount       | Unit Price             | Amount       |
| BC5                                  | <b>Provisional:</b> Connect existing small diameter sewers (150mm ø & smaller to new storm sewer or concrete structures)  | m    | 100       | \$ 300.00           | \$ 30,000.00 | \$ 175.00             | \$ 17,500.00 | \$ 134.10              | \$ 13,410.00 |
| BC6                                  | <b>Provisional:</b> Supply & install rear yard catchbasins behind curbs and connect to proposed sewer   | m    | 1         | \$ 2,000.00         | \$ 2,000.00  | \$ 1,975.00           | \$ 1,975.00  | \$ 1,480.00            | \$ 1,480.00  |
| <b>Watermain And Services</b>        |   |      |           |                     |              |                       |              |                        |              |
| BD1                                  | Provisions of temporary Water Supply  | LS   | LS        | \$ 4,200.00         | \$ 4,200.00  | \$ 4,225.00           | \$ 4,225.00  | \$ 20,400.00           | \$ 20,400.00 |
| BD2                                  | Removal & disposal of Existing Watermain (all sizes 100 mm ø and larger)  | m    | 75        | \$ 55.00            | \$ 4,125.00  | \$ 19.25              | \$ 1,443.75  | \$ 186.50              | \$ 13,987.50 |
| BD3                                  | PVC DR18 watermain including fittings, connection to existing watermains, tracing wire, excavation, dewatering, if required, backfilling, rock excavation, disposal of surplus or unsuitable materials, bedding, cover material and select backfill or Granular backfill. Testing, as specified.  |      |           |                     |              |                       |              |                        |              |
| i)                                   | 150 mm ø  | m    | 75        | \$ 350.00           | \$ 26,250.00 | \$ 385.00             | \$ 28,875.00 | \$ 440.00              | \$ 33,000.00 |
| BD4                                  | <b>Provisional:</b> Supply & install gate valves  |      |           |                     |              |                       |              |                        |              |
| i)                                   | 150 mm ø  | ea   | 1         | \$ 3,200.00         | \$ 3,200.00  | \$ 1,755.00           | \$ 1,755.00  | \$ 3,060.00            | \$ 3,060.00  |
| BD5                                  | <b>Provisional:</b> Construct watermain offset (detail 1) complete with all required elbows, spool pipe, blocking, restraints & anodes  |      |           |                     |              |                       |              |                        |              |
| i)                                   | 150 mm ø  | ea   | 1         | \$ 5,000.00         | \$ 5,000.00  | \$ 2,750.00           | \$ 2,750.00  | \$ 5,200.00            | \$ 5,200.00  |
| <b>Watermain And Services Cont'd</b> |   |      |           |                     |              |                       |              |                        |              |
| BD6                                  | Supply and install PE Service Pipe Municipex. Price for each service to include service saddles, main and curb stops, service box, SS rods, cathodic protection on all metallic fittings, trenching, select backfill or Granular backfill as specified, up to road subgrade, bedding, dewatering, rock excavation, couplers/fitting to connect private service to new CS, electrical grounding plate and all other works required to complete the service installation. |      |           |                     |              |                       |              |                        |              |
| i)                                   | North Side – 19 mm ø  | ea   | 2         | \$ 2,200.00         | \$ 4,400.00  | \$ 1,825.00           | \$ 3,650.00  | \$ 3,390.00            | \$ 6,780.00  |
| ii)                                  | South Side – 19 mm ø  | ea   | 2         | \$ 2,200.00         | \$ 4,400.00  | \$ 1,765.00           | \$ 3,530.00  | \$ 2,780.00            | \$ 5,560.00  |

| Item No.                  | Description   | Unit           | Est. Qty. | Engineer's Estimate |                   | Moorefield Excavating |                   | E.C. Kings Contracting |                   |
|---------------------------|---|----------------|-----------|---------------------|-------------------|-----------------------|-------------------|------------------------|-------------------|
|                           |   |                |           | Unit Price          | Amount            | Unit Price            | Amount            | Unit Price             | Amount            |
| BD7                       | Supply & install fire hydrants complete with Tee, Valve, Valve Box, Tracer Wire, Pipe, anodes, denso tape, etc. | ea             | 1         | \$ 9,000.00         | \$ 9,000.00       | \$ 10,100.00          | \$ 10,100.00      | \$ 9,200.00            | \$ 9,200.00       |
|                           | <b>Sanitary Sewers</b>  |                |           |                     |                   |                       |                   |                        |                   |
| BE1                       | Replace existing sanitary sewer with new 200 mm ø PVC SDR 35 pipe complete                                      | m              | 75        | \$ 400.00           | \$ 30,000.00      | \$ 290.00             | \$ 21,750.00      | \$ 430.00              | \$ 32,250.00      |
| BE2                       | Remove & replace sanitary services complete with new cleanouts (new service 125 mm ø PVC)                       |                |           |                     |                   |                       |                   |                        |                   |
| i)                        | North Side  | ea             | 3         | \$ 3,500.00         | \$ 10,500.00      | \$ 1,875.00           | \$ 5,625.00       | \$ 2,910.00            | \$ 8,730.00       |
| ii)                       | South Side  | ea             | 4         | \$ 3,500.00         | \$ 14,000.00      | \$ 1,925.00           | \$ 7,700.00       | \$ 2,910.00            | \$ 11,640.00      |
|                           | <b>Restoration Items</b>  |                |           |                     |                   |                       |                   |                        |                   |
| BF1                       | Gravel Driveway Restoration   | m <sup>2</sup> | 50        | \$ 25.00            | \$ 1,250.00       | \$ 30.00              | \$ 1,500.00       | \$ 12.60               | \$ 630.00         |
| BF2                       | Topsoil and Sod Restoration   | m <sup>2</sup> | 500       | \$ 17.00            | \$ 8,500.00       | \$ 19.00              | \$ 9,500.00       | \$ 19.10               | \$ 9,550.00       |
| BF3                       | Layout Stakes   | LS             | LS        | \$ 5,500.00         | \$ 5,500.00       | \$ 3,275.00           | \$ 3,275.00       | \$ 3,350.00            | \$ 3,350.00       |
| BF4                       | <b>Provisional:</b> Property bar replacement  | LS             | LS        | \$ 3,000.00         | \$ 3,000.00       | \$ 1,285.00           | \$ 1,285.00       | \$ 1,920.00            | \$ 1,920.00       |
| BF5                       | Remove trees & stumps as identified. Holes to be filled in with screened sand & compacted.                      | ea             | 4         | \$ 2,200.00         | \$ 8,800.00       | \$ 575.00             | \$ 2,300.00       | \$ 1,710.00            | \$ 6,840.00       |
| <b>SUBTOTAL SECTION B</b> |   |                |           | <b>\$</b>           | <b>298,965.00</b> | <b>\$</b>             | <b>251,390.00</b> | <b>\$</b>              | <b>324,485.00</b> |

| <b>C Miscellaneous</b> |  |                |     |              |              |              |              |              |              |
|------------------------|--|----------------|-----|--------------|--------------|--------------|--------------|--------------|--------------|
| C1                     | Mobilization, Demobilization, and Site Cleanup                               | LS             | LS  | \$ 45,000.00 | \$ 45,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 10,300.00 | \$ 10,300.00 |
| C2                     | Dust Control   |                |     |              |              |              |              |              |              |
| i)                     | <b>Provisional:</b> By using Calcium Chloride                                | tonne          | 2   | \$ 2,000.00  | \$ 4,000.00  | \$ 1,750.00  | \$ 3,500.00  | \$ 1,500.00  | \$ 3,000.00  |
| ii)                    | <b>Provisional:</b> By water spray   | m <sup>3</sup> | 50  | \$ 20.00     | \$ 1,000.00  | \$ 18.00     | \$ 900.00    | \$ 23.10     | \$ 1,155.00  |
| C3                     | <b>Provisional:</b> Disposal of unsuitable excavated earth to Arran Landfill | m <sup>3</sup> | 400 | \$ 25.00     | \$ 10,000.00 | \$ 8.00      | \$ 3,200.00  | \$ 22.10     | \$ 8,840.00  |
| C4                     | Bonding, Insurance, Permits and Fees   | LS             | LS  | \$ 40,000.00 | \$ 40,000.00 | \$ 6,295.00  | \$ 6,295.00  | \$ 3,580.00  | \$ 3,580.00  |

| Item No.  | Description  | Unit | Est. Qty. | Engineer's Estimate |                     | Moorefield Excavating |                      | E.C. Kings Contracting |                        |
|---|--|------|-----------|---------------------|---------------------|-----------------------|----------------------|------------------------|------------------------|
|   |  |      |           | Unit Price          | Amount              | Unit Price            | Amount               | Unit Price             | Amount                 |
| C5  | <b>Provisional:</b> Contractor's Hourly Rates to complete additional work on Time & Material basis as directed by engineer |      |           |                     |                     |                       |                      |                        |                        |
| i)  | Excavator (Dig Depth 6m+) Includes: Operator/Buckets/Packers/Hammers   | HR   | 15 HRS    | \$ 110.00           | \$ 1,650.00         | \$ 205.00             | \$ 3,075.00          | \$ 230.00              | \$ 3,450.00            |
| ii)   | Excavator (Dig Depth 6m-) Includes: Operator/Buckets/Packers/Hammers   | HR   | 15 HRS    | \$ 110.00           | \$ 1,650.00         | \$ 195.00             | \$ 2,925.00          | \$ 185.20              | \$ 2,778.00            |
| iii)  | Rubber Tired Backhoe Includes: Operator/Buckets/Packers/Hammers  | HR   | 15 HRS    | \$ 99.00            | \$ 1,485.00         | \$ 100.00             | \$ 1,500.00          | \$ 146.90              | \$ 2,203.50            |
| iv)   | Road Grader Includes: Operator/GPS & Support Staff   | HR   | 15 HRS    | \$ 110.00           | \$ 1,650.00         | \$ 225.00             | \$ 3,375.00          | \$ 159.60              | \$ 2,394.00            |
| v)  | Mini-Excavator Includes: Operator/Buckets/Packers/Hammers  | HR   | 15 HRS    | \$ 68.00            | \$ 1,020.00         | \$ 90.00              | \$ 1,350.00          | \$ 127.70              | \$ 1,915.50            |
| vi)   | Front End Loader Includes: Operator/Buckets/Hammers/Sweepers/Folks   | HR   | 15 HRS    | \$ 82.50            | \$ 1,237.50         | \$ 125.00             | \$ 1,875.00          | \$ 176.10              | \$ 2,641.50            |
| vii)  | Bulldozer (JD 650 or larger) Includes: Operator/Buckets/Packers/GPS  | HR   | 15 HRS    | \$ 104.50           | \$ 1,567.50         | \$ 115.00             | \$ 1,725.00          | \$ 146.90              | \$ 2,203.50            |
| viii)   | Skid-Steer Loader Includes: Operator/Buckets/Packers/Hammers/Sweepers  | HR   | 15 HRS    | \$ 82.50            | \$ 1,237.50         | \$ 102.00             | \$ 1,530.00          | \$ 127.70              | \$ 1,915.50            |
| ix)   | Tri-Axle Dump Truck c/w operator   | HR   | 15 HRS    | \$ 104.50           | \$ 1,567.50         | \$ 115.00             | \$ 1,725.00          | \$ 127.70              | \$ 1,915.50            |
| x)  | Tandem-Axle Dump Truck c/w operator  | HR   | 15 HRS    | \$ 104.50           | \$ 1,567.50         | \$ 98.00              | \$ 1,470.00          | \$ 114.90              | \$ 1,723.50            |
| xi)   | Ride on Compactor (Padfoot or Smooth Drum) c/w operator  | HR   | 15 HRS    | \$ 82.50            | \$ 1,237.50         | \$ 82.00              | \$ 1,230.00          | \$ 121.30              | \$ 1,819.50            |
| xii)  | Project Supervisor c/w Truck and hand tools  | HR   | 15 HRS    | \$ 66.00            | \$ 990.00           | \$ 85.00              | \$ 1,275.00          | \$ 104.20              | \$ 1,563.00            |
| xiii)   | Pipe Layer c/w Hand Tools  | HR   | 15 HRS    | \$ 66.00            | \$ 990.00           | \$ 45.00              | \$ 675.00            | \$ 95.80               | \$ 1,437.00            |
| xiv)  | General Laborer/Pipe Helper c/w Hand Tools   | HR   | 15 HRS    | \$ 49.50            | \$ 742.50           | \$ 41.00              | \$ 615.00            | \$ 83.00               | \$ 1,245.00            |
| xv)   | Flag Person (2 personnel with safety equipment)  | HR   | 15 HRS    | \$ 44.00            | \$ 660.00           | \$ 65.00              | \$ 975.00            | \$ 68.20               | \$ 1,023.00            |
| C6  | Preconstruction crack survey for both streets  | LS   | LS        | \$ 10,000.00        | \$ 10,000.00        | \$ 6,765.00           | \$ 6,765.00          | \$ 3,370.00            | \$ 3,370.00            |
| C7  | Contingency Allowance  | LS   | LS        | \$ 38,000.00        | \$ 38,000.00        | \$ 38,000.00          | \$ 38,000.00         | \$ 38,000.00           | \$ 38,000.00           |
| <b>SUBTOTAL SECTION C</b>   |  |      |           | \$                  | <b>167,252.50</b>   |                       | <b>\$ 108,980.00</b> |                        | <b>\$ 98,473.00</b>    |
| <b>SUB-TOTAL SECTION "A"</b>  |  |      |           | \$                  | <b>554,467.00</b>   |                       |                      |                        |                        |
| <b>SUB-TOTAL SECTION "B"</b>  |  |      |           | \$                  | <b>298,965.00</b>   |                       |                      |                        |                        |
| <b>SUB-TOTAL SECTION "C"</b>  |  |      |           | \$                  | <b>167,252.50</b>   |                       |                      |                        |                        |
| <b>TOTAL TENDER PRICE (excluding HST)(sum of Sections A, B &amp; C)</b> |  |      |           | \$                  | <b>1,020,684.50</b> |                       | <b>\$ 856,845.00</b> |                        | <b>\$ 1,078,055.00</b> |



# MUNICIPALITY OF ARRAN-ELDERSLIE

## STAFF REPORT

COUNCIL  
April 12th, 2021  
SRCBO.21.03

SUBJECT: Building Permit Information

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### **PURPOSE:**

To provide information of the March 2021 Building Permit Applications

### **RECOMMENDATION:**

That SRCBO.21.03 – Building Permit Information –March 2021– be received for information purposes

Submitted by:

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

Patrick Johnston  
Chief Building Official

Reviewed by:

A blue ink signature of C. E. Fraser-McDonald, Clerk.

Clerk

### **CONCLUSION:**

That this report be received for information purposes only.

Appendices:

A –Building Permits –March 2021



# Municipality of Arran Elderslie

The following permits were issued:

| Class                            | Type | Permits Issued |           |           |          |           | Month- March 2021     |                       |                       |                     |                       | Permit Values     |                    |                    |                   |                    |
|----------------------------------|------|----------------|-----------|-----------|----------|-----------|-----------------------|-----------------------|-----------------------|---------------------|-----------------------|-------------------|--------------------|--------------------|-------------------|--------------------|
|                                  |      | 2017           | 2018      | 2019      | 2020     | 2021      | 2017                  | 2018                  | 2019                  | 2020                | 2021                  | 2017              | 2018               | 2019               | 2020              | 2021               |
| Residential - House              |      | 2              | 3         | 4         | 1        | 2         | \$614,000.00          | \$1,225,000.00        | \$1,275,000.00        | \$400,000.00        | \$1,100,000.00        | \$800.00          | \$9,502.50         | \$11,865.00        | \$2,901.00        | \$8,612.33         |
| Residential - Addition / Reno    |      | 5              | 3         | 0         | 1        | 4         | \$157,000.00          | \$317,000.00          | \$0.00                | \$2,500.00          | \$276,500.00          | \$1,355.00        | \$2,750.00         | \$0.00             | \$140.00          | \$3,322.20         |
| Residential - Deck / Porch       |      | 0              | 1         | 2         | 0        | 2         | \$0.00                | \$1,600.00            | \$33,000.00           | \$0.00              | \$38,000.00           | \$0.00            | \$105.00           | \$315.00           | \$0.00            | \$581.20           |
| Residential - Accessory          |      | 2              | 2         | 2         | 0        | 3         | \$65,000.00           | \$38,500.00           | \$88,000.00           | \$0.00              | \$110,000.00          | \$1,680.00        | \$1,260.00         | \$1,336.00         | \$0.00            | \$1,785.00         |
| Residential - Multi-Unit*        |      | 0              | 0         | 0         | 0        | 0         | \$0.00                | \$0.00                | \$0.00                | \$0.00              | \$0.00                | \$0.00            | \$0.00             | \$0.00             | \$0.00            | \$0.00             |
| Other (Pool, Fireplace, etc)     |      | 0              | 1         | 0         | 0        | 4         | \$0.00                | \$25,000.00           | \$0.00                | \$0.00              | \$306,000.00          | \$577.00          | \$0.00             | \$0.00             | \$0.00            | \$1,400.00         |
| Agricultural - Barn / Access.    |      | 3              | 0         | 3         | 4        | 4         | \$480,000.00          | \$0.00                | \$620,000.00          | \$232,000.00        | \$350,000.00          | \$3,178.56        | \$0.00             | \$3,914.40         | \$3,775.00        | \$6,124.00         |
| Agricultural - Add. / Reno       |      | 0              | 1         | 0         | 0        | 0         | \$0.00                | \$40,000.00           | \$0.00                | \$0.00              | \$65,000.00           | \$0.00            | \$510.00           | \$0.00             | \$0.00            | \$150.00           |
| Agricultural - Grain Bin / Silo  |      | 0              | 0         | 0         | 0        | 1         | \$0.00                | \$0.00                | \$0.00                | \$0.00              | \$0.00                | \$0.00            | \$0.00             | \$0.00             | \$0.00            | \$150.00           |
| Agricultural - Manure Storage    |      | 0              | 1         | 0         | 1        | 0         | \$0.00                | \$100,000.00          | \$0.00                | \$1,000.00          | \$0.00                | \$0.00            | \$1,785.00         | \$0.00             | \$125.00          | \$0.00             |
| Com/Ind/Ins - New Building       |      | 0              | 0         | 0         | 0        | 0         | \$0.00                | \$0.00                | \$0.00                | \$0.00              | \$0.00                | \$0.00            | \$0.00             | \$0.00             | \$0.00            | \$0.00             |
| Com/Ind/Ins - Addition           |      | 0              | 0         | 0         | 0        | 0         | \$0.00                | \$0.00                | \$15,000.00           | \$0.00              | \$0.00                | \$0.00            | \$0.00             | \$150.00           | \$0.00            | \$0.00             |
| Com/Ind/Ins - Renovation         |      | 0              | 0         | 3         | 0        | 2         | \$0.00                | \$0.00                | \$2,035,000.00        | \$0.00              | \$95,000.00           | \$0.00            | \$0.00             | \$0.00             | \$0.00            | \$1,270.00         |
| Septic - New System              |      | 0              | 2         | 2         | 0        | 0         | \$0.00                | \$20,000.00           | \$20,000.00           | \$0.00              | \$0.00                | \$0.00            | \$900.00           | \$900.00           | \$0.00            | \$0.00             |
| Septic - Repair Existing         |      | 0              | 1         | 0         | 1        | 0         | \$0.00                | \$2,000.00            | \$0.00                | \$10,000.00         | \$0.00                | \$0.00            | \$300.00           | \$0.00             | \$0.00            | \$0.00             |
| (Refer Below)                    |      | 0              | 0         | 0         | 0        | 0         | \$0.00                | \$0.00                | \$0.00                | \$0.00              | \$2,000.00            | \$0.00            | \$0.00             | \$0.00             | \$0.00            | \$130.00           |
| <b>Monthly Building Totals</b>   |      | <b>12</b>      | <b>15</b> | <b>17</b> | <b>8</b> | <b>22</b> | <b>\$1,316,000.00</b> | <b>\$1,769,100.00</b> | <b>\$4,086,000.00</b> | <b>\$645,500.00</b> | <b>\$2,342,500.00</b> | <b>\$7,013.56</b> | <b>\$17,689.50</b> | <b>\$22,866.22</b> | <b>\$7,241.00</b> | <b>\$23,374.73</b> |
| Plumbing Permits                 |      | 0              | 0         | 0         | 0        | 0         |                       |                       |                       |                     |                       |                   |                    |                    |                   |                    |
| New Sewer Connections            |      | 0              | 0         | 0         | 0        | 0         |                       |                       |                       |                     |                       |                   |                    |                    |                   |                    |
| Demolition Permits               |      | 0              | 0         | 0         | 0        | 0         |                       |                       |                       |                     |                       |                   |                    |                    |                   |                    |
| Change in Use, Tents, Etc.       |      | 0              | 0         | 0         | 0        | 1         |                       |                       |                       |                     |                       |                   |                    |                    |                   |                    |
| <b>Total # of Permits issued</b> |      | <b>12</b>      | <b>15</b> | <b>17</b> | <b>8</b> | <b>23</b> |                       |                       |                       |                     |                       |                   |                    |                    |                   |                    |

| Class                            | Type | Permits Issued |           |           |           |           | Year to Date          |                       |                       |                       |                       | Permit Values     |                    |                    |                    |                    |
|----------------------------------|------|----------------|-----------|-----------|-----------|-----------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------------|--------------------|--------------------|--------------------|--------------------|
|                                  |      | 2017           | 2018      | 2019      | 2020      | 2021      | 2017                  | 2018                  | 2019                  | 2020                  | 2021                  | 2017              | 2018               | 2019               | 2020               | 2021               |
| Residential - House              |      | 2              | 5         | 10        | 4         | 11        | \$614,000.00          | \$1,750,000.00        | \$3,480,000.00        | \$1,375,000.00        | \$5,046,844.55        | \$800.00          | \$15,067.50        | \$29,242.50        | \$11,989.38        | \$42,331.81        |
| Residential - Addition / Reno    |      | 10             | 4         | 2         | 4         | 7         | \$227,000.00          | \$342,400.00          | \$175,000.00          | \$214,500.00          | \$776,500.00          | \$2,135.00        | \$2,950.00         | \$610.00           | \$2,378.12         | \$7,403.08         |
| Residential - Deck / Porch       |      | 0              | 1         | 3         | 0         | 2         | \$0.00                | \$1,600.00            | \$35,000.00           | \$0.00                | \$38,000.00           | \$0.00            | \$105.00           | \$420.00           | \$0.00             | \$581.20           |
| Residential - Accessory          |      | 2              | 3         | 3         | 0         | 4         | \$65,000.00           | \$63,500.00           | \$103,000.00          | \$0.00                | \$185,000.00          | \$1,680.00        | \$2,100.00         | \$1,537.00         | \$0.00             | \$2,910.00         |
| Residential - Multi-Unit         |      | 0              | 0         | 0         | 3         | 0         | \$0.00                | \$0.00                | \$0.00                | \$140,000.00          | \$0.00                | \$0.00            | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| Other (Pool, Fireplace, etc)     |      | 0              | 1         | 0         | 0         | 4         | \$0.00                | \$25,000.00           | \$0.00                | \$0.00                | \$306,000.00          | \$577.00          | \$0.00             | \$0.00             | \$0.00             | \$1,400.00         |
| Agricultural - Barn / Access.    |      | 3              | 4         | 5         | 4         | 7         | \$480,000.00          | \$135,000.00          | \$815,000.00          | \$232,000.00          | \$670,500.00          | \$3,178.56        | \$2,992.00         | \$5,694.40         | \$3,775.00         | \$10,632.40        |
| Agricultural - Add. / Reno       |      | 0              | 1         | 1         | 0         | 1         | \$28,000.00           | \$40,000.00           | \$150,000.00          | \$85,000.00           | \$40,000.00           | \$400.00          | \$510.00           | \$1,927.20         | \$1,219.00         | \$597.50           |
| Agricultural - Grain Bin / Silo  |      | 0              | 0         | 0         | 0         | 3         | \$0.00                | \$0.00                | \$25,000.00           | \$0.00                | \$30,886.00           | \$0.00            | \$0.00             | \$525.00           | \$0.00             | \$450.00           |
| Agricultural - Manure Storage    |      | 0              | 0         | 0         | 0         | 0         | \$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              | 2         | 0         | 1         | 0         | \$0.00                | \$200,000.00          | \$0.00                | \$1,000.00            | \$0.00                | \$0.00            | \$5,385.00         | \$0.00             | \$0.00             | \$0.00             |
| Com/Ind/Ins - Addition           |      | 0              | 1         | 1         | 2         | 0         | \$0.00                | \$120,000.00          | \$15,000.00           | \$165,000.00          | \$0.00                | \$0.00            | \$417.00           | \$150.00           | \$768.00           | \$0.00             |
| Com/Ind/Ins - Renovation         |      | 0              | 1         | 3         | 1         | 3         | \$0.00                | \$730,000.00          | \$2,035,000.00        | \$20,000.00           | \$225,000.00          | \$0.00            | \$4,493.00         | \$4,385.82         | \$125.00           | \$1,996.00         |
| Septic - New System              |      | 0              | 3         | 5         | 0         | 0         | \$0.00                | \$30,000.00           | \$50,000.00           | \$0.00                | \$0.00                | \$0.00            | \$1,350.00         | \$2,250.00         | \$0.00             | \$0.00             |
| Septic - Repair Existing         |      | 0              | 2         | 1         | 1         | 0         | \$0.00                | \$12,000.00           | \$10,000.00           | \$10,000.00           | \$0.00                | \$0.00            | \$750.00           | \$300.00           | \$0.00             | \$0.00             |
| <b>Monthly Building Totals</b>   |      | <b>20</b>      | <b>28</b> | <b>35</b> | <b>24</b> | <b>42</b> | <b>\$1,414,000.00</b> | <b>\$3,449,500.00</b> | <b>\$6,893,000.00</b> | <b>\$2,252,500.00</b> | <b>\$7,720,730.55</b> | <b>\$8,193.56</b> | <b>\$36,696.50</b> | <b>\$46,941.92</b> | <b>\$22,304.50</b> | <b>\$68,431.99</b> |
| Plumbing Permits                 |      | 0              | 0         | 0         | 0         | 0         |                       |                       |                       |                       |                       |                   |                    |                    |                    |                    |
| New Sewer Connections            |      | 0              | 0         | 0         | 0         | 0         |                       |                       |                       |                       |                       |                   |                    |                    |                    |                    |
| Demolition Permits               |      | 0              | 0         | 0         | 0         | 1         |                       |                       |                       |                       |                       |                   |                    |                    |                    |                    |
| Change in Use, Tents, Etc.       |      | 0              | 0         | 0         | 0         | 0         |                       |                       |                       |                       |                       |                   |                    |                    |                    |                    |
| <b>Total # of Permits issued</b> |      | <b>20</b>      | <b>28</b> | <b>35</b> | <b>25</b> | <b>43</b> |                       |                       |                       |                       |                       |                   |                    |                    |                    |                    |

Original Signed by  
 P. Johnston  
 Chief Building Official



# MUNICIPALITY OF ARRAN-ELDERSLIE

## STAFF REPORT

COUNCIL  
April 12, 2021  
SRREC 21.08

SUBJECT: Possibility of developing park land west of Tara Arena location

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### **PURPOSE:**

Provide Council with information in regard to developing park land west of the Tara Arena, which would attach to the end of Heather Lynn Blvd.

### **RECOMMENDATION(S):**

*Be It Resolved*, THAT Council hereby:

- 1) Receive the report SRREC 21.08 and support staff recommendation to pursue providing local home-owners the opportunity to comment on the project.

Prepared by:

Submitted by:

Reviewed by:

*Original Signed by*

*Original Signed by*

*Original Signed by*

Mark O'Leary  
Water/Sewer Foreman

Carly Steinhoff  
Manager of Facilities  
Parks & Recreation

Christine Fraser-McDonald  
Clerk

### **BACKGROUND:**

The Municipality for some time has been reviewing some of its excess properties and has deemed this location a possibility for development. The property is currently deemed park land just west of the Tara arena and would be accessed off of Heather Lynn Blvd (maps attached). The project would entail hooking to the existing water main at the end of Heather Lynn Blvd, and bringing it around the corner to service lots. The sewer would have to be run through an existing easement and connect to the sewer main around manhole 5A on Heather Lynn Blvd. Finally storm water, sidewalk, curb and asphalt work would have to be completed to finalize the project. The opportunity exists to develop ten (10) properties.

Staff have already reached out to Bruce County and their comments are included in this report. Though staff believe we will face resistance our initial step would be to prepare a letter to surrounding neighbourhood asking for comments. We believe it may also be best to advertise this for any other rate-payers to comment on via the website and electronic boards.

From a parks and recreation perspective, this opportunity will decrease staff time to maintain this parcel of land by 10-12 hours per week during grass cutting season. Additionally, staff have reviewed this area for recreational opportunities but challenges arise with the landscape of the parcel and access to accommodate any future recreation developments.

### **FINANCIAL:**

The project could be done internally by Municipal staff in coming years with the hopes of selling the properties to offset expenses. However, a project of this magnitude could also advertise to be sold to local contractors to develop the infrastructure and develop lands for residential usage.

Estimated Municipal costs would be as follows.

- a) Three hundred sixty (360) meters of watermain including services, hydrants.  
Cost of two hundred sixteen thousand dollars (\$216,000)
- b) Three hundred ninety (390) meters of sewer main including  
cleanouts/services Cost of three hundred ninety thousand dollars (\$390,000)
- c) Four hundred ten (410) meters of storm, asphalt, sidewalk and restoration  
Cost of Four hundred ten thousand dollars (\$410,000)

Total estimated cost for the project would be one million twenty-four thousand dollars (\$1,024,000).

### **CONCLUSION:**

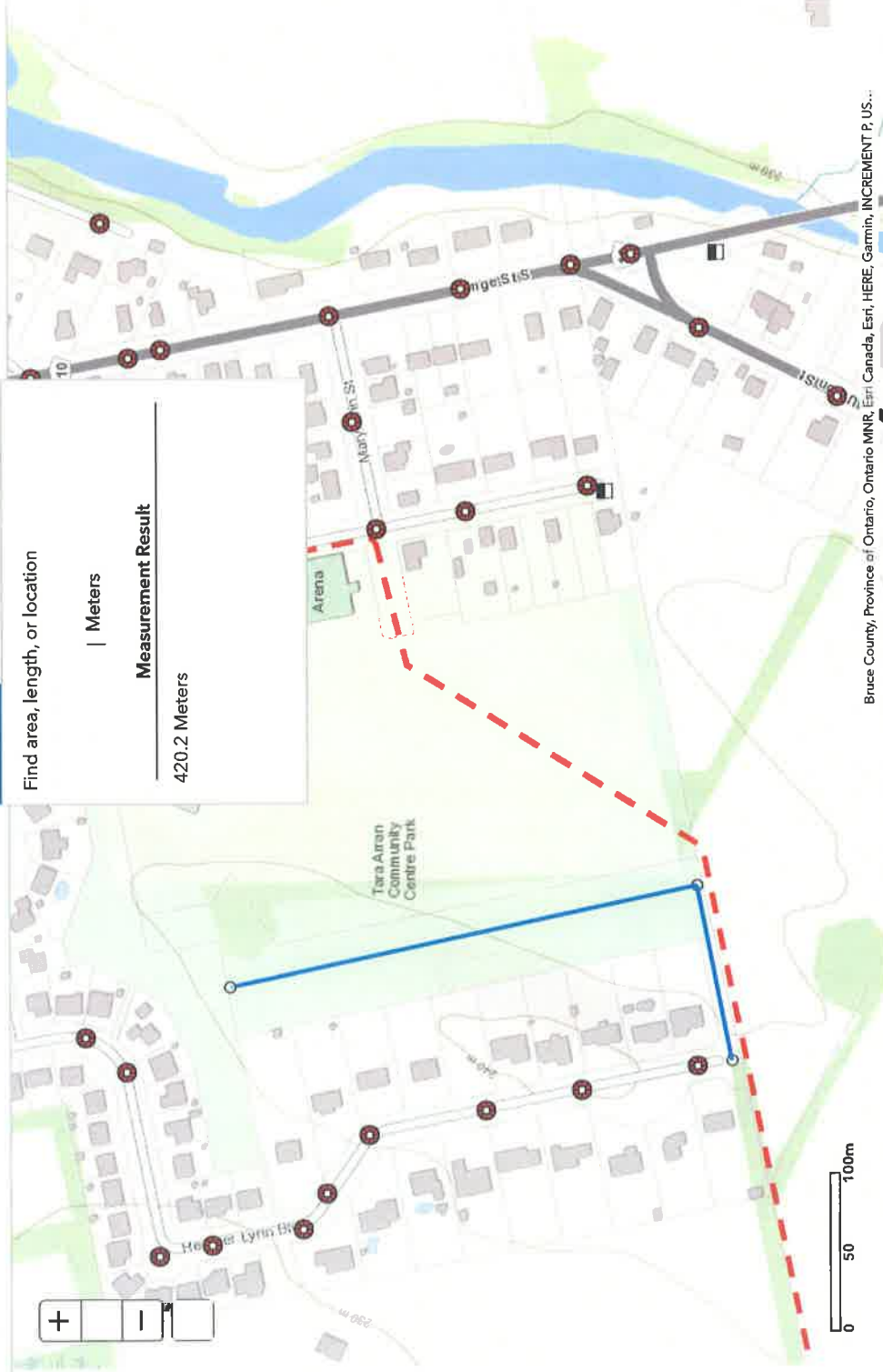
That Council review staff Report SRREC.21.08, and direct staff to begin a process of allowing public comment on the project.

Appendices:

- A – Bruce County Map
- B – Bruce County Planning Comments

Contents

- AE Storm Water Collection - swGravityMain
- AE Storm Water Collection - swManhole
- AE Storm Water Collection - swInlet
- AE Storm Water Collection - swCulvert
- AE Storm Water Collection - swOpenDrain
- AE Sanitary Collection - ssCleanOut
- AE Sanitary Collection - ssFitting
- AE Sanitary Collection - ssManhole
- AE Sanitary Collection - ssNetworkStructure
- AE Sanitary Collection - ssSystemValve
- AE Sanitary Collection - ssGravityMain
- AE Sanitary Collection - ssLateralLine
- AE Sanitary Collection - ssPressurizedMain
- Arran Elderslie Lagoon Aerator
- Arran Elderslie Sanitary Sewer Detention Areas





## Mark O'Leary

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**From:** Mark O'Leary <water@arran-elderslie.ca>  
**Sent:** Tuesday, March 16, 2021 8:17 AM  
**To:** 'Julie Reid'; 'recreation@arran-elderslie.ca'  
**Subject:** RE: Planning questions

Thanks Julie

I totally agree I will begin to put a report forward for the meeting on the 12<sup>th</sup> for council to review.

---

**From:** Julie Reid <deputyclerk@arran-elderslie.ca>  
**Sent:** Monday, March 15, 2021 12:03 PM  
**To:** recreation@arran-elderslie.ca; 'Mark O'Leary' <water@arran-elderslie.ca>  
**Subject:** FW: Planning questions

Hi guys,  
See below for Jack's response to the questions regarding the open space rezoning in Tara.  
I think the first steps are gauging council interest and neighbouring ratepayers.

Regards,

*Julie Reid*

*Deputy Clerk*

Municipality of Arran-Elderslie  
1925 Bruce Road 10,  
PO Box 70  
Chesley, on N0G 1L0  
Office 519-363-3039 ext 105  
Fax 519-363-2203  
Cell 226-668-8323

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**From:** Jack Van Dorp <[JVanDorp@brucecounty.on.ca](mailto:JVanDorp@brucecounty.on.ca)>  
**Sent:** March 15, 2021 11:34 AM  
**To:** Christine Fraser-McDonald <[deputyclerk@arran-elderslie.ca](mailto:deputyclerk@arran-elderslie.ca)>  
**Subject:** RE: Planning questions

Hi Julie,

Thanks for reaching out.

The location appears to be in a reasonably good location for infill development, close to services amenities etc.

Based on configuration it may be difficult to locate a road within the parcel, and so some changes to adjacent the parkland may be needed, or development as apartments with shared parking. A road with development on only one side may not be particularly cost-effective.

The Municipality would do well to understand potential issues or challenges that may arise from neighbours who have grown accustomed to the area being open space, including any risk of legal challenges arising from the terms under which the lands were transferred to the Municipality. Whether or not they are successful, they may require resources/response.

It may be appropriate to take a look at parkland needs within the Municipality and Tara in particular and see whether the parkland space can be re-programmed to make an effective use of space for long term needs and then if there are areas that are surplus and could be available for other uses.

The site appears to have some elevation changes within it; perhaps some tree-planting and trail development could provide an additional recreational opportunity, with enhanced shared open space opportunities providing a means of supporting more infilling and efficient use of infrastructure in new development in the community.

Happy to discuss further,

Jack.

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*The health and well-being of Bruce County staff and residents is always our number one priority. The County has enacted a number of precautions to protect all clients, staff, and the public. The County continues to deliver critical and essential services, like Paramedic Services, Long Term Care, Snow Plowing, and essential customer services.*

*The County's administration building in Walkerton, and hub offices in Port Elgin (Lakeshore) and Wiarton (Peninsula), are closed to the public until further notice during the province-wide shutdown. County staff are happy to assist you with customer service online and by phone.*

*For the most up-to-date information on our continued services as we monitor and adapt to the health conditions of COVID-19, and how you can alternatively access services, please visit the County website:*

*<https://brucecounty.on.ca/covid19>*

*Please continue to follow health unit guidelines and provincial stay-at-home orders. Prevent the spread of COVID-19 by following the 3 W's: wear a face covering, watch your distance (2 metres), and wash your hands.*

*Our staff are pleased to continue to connect with you by email or phone if that is preferred. To provide you with the most up-to-date information on our continued services as we monitor and adapt to the health conditions of COVID-19, and how you can alternatively access services, please see our website via the following: <https://brucecounty.on.ca/covid19>*

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**Jack Van Dorp**  
Senior Planner  
Planning and Development  
Corporation of the County of Bruce

519-534-2092

[www.brucecounty.on.ca](http://www.brucecounty.on.ca)



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

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**BY-LAW NO. 23 - 2021**

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF BRUCE  
AND THE MUNICIPALITY OF ARRAN-ELDERSLIE

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

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it appropriate to enter into a Memorandum of Understanding for Emergency Social Services with the Corporation of the County of Bruce.

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 Agreement, attached hereto as Schedule "A", (the Memorandum of Understanding), with the County of Bruce.
2. THAT Schedule "A", the Agreement ("Memorandum of Understanding"), 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 12<sup>th</sup> day of April, 2021.

READ a THIRD time and finally passed this 12<sup>th</sup> day of April, 2021.

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Steve Hammell, Mayor

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Christine Fraser-McDonald, Clerk

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

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**BY-LAW NO. 24 - 2021**

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A  
FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT BETWEEN  
HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
ONTARIO FIRE MARSHALL  
AND THE MUNICIPALITY OF ARRAN-ELDERSLIE

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

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it appropriate to enter into a Fire Safety Grant Transfer Agreement with Her Majesty the Queen in right of Ontario as represented by the Ontario Fire Marshall.

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 Agreement, attached hereto as Schedule "A", with Her Majesty the Queen in right of Ontario as represented by the Ontario Fire Marshall;
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 12<sup>th</sup> day of April, 2021.

READ a THIRD time and finally passed this 12<sup>th</sup> day of April, 2021.

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

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

## **FIRE SAFETY GRANT TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the 12<sup>th</sup> day of April, 202021 (the “**Effective Date**”)

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Office of the Fire Marshal**

(the “**Province**”)

- and -

**Municipality of Arran-Elderslie**

(the “**Recipient**”)

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Reports, and  
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

#### **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and Schedule “A”, the Additional Provisions will prevail.

### 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

### 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Office of the Fire  
Marshal**

Click or tap here to enter text.

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Name: Douglas Browne

Title: Deputy Fire Marshal

**Municipality of Arran-Elderslie**

April 12, 2021

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Name: Christine Fraser-McDonald

Title: **Clerk**

I have authority to bind the Recipient.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

---

#### A1.0 DEFINITIONS

**A1.1 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A12.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on March 31, 2021 and ending on August 31, 2021; and

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**"Maximum Funds"** means the maximum Funds set out in Schedule "B".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province extends that time.

**"Parties"** means the Province and the Recipient.

**"Party"** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “E”.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has the full power and authority to enter into the Agreement and has taken all necessary actions to authorize the execution of the Agreement;
- (c) it has, and will continue to have the experience and expertise necessary to carry out the Project;
- (d) it is in compliance with, and will continue to comply with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) procedures to enable the Recipient’s ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully; and
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0.

## **A3.0 TERM OF THE AGREEMENT**



**A3.1 Term.** The term of the Agreement will commence on March 31, 2021 and will expire on the Expiry Date.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds allocated as part of this grant exercise;
- (b) provide the Funds to the Recipient in accordance with the payment plan set out in Schedule “D”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.

#### **A5.0 CONFLICT OF INTEREST**

**A5.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without a conflict of interest. The Recipient will disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A6.0 REPORTING, ACCOUNTING AND REVIEW**

**A6.1 Preparation and Submission.** The Recipient will submit to the Province at the address referred to in section A15.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “E”, or in a form as specified by the Province from time to time.

A6.2 **Record Maintenance.** The Recipient will keep, maintain and make available to the Province, its authorized representatives or an independent auditor identified by the Province for inspection and copying:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

## A7.0 COMMUNICATIONS REQUIREMENTS

A7.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province for the Project in a form and manner as directed by the Province.

A7.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A8.0 INDEMNITY

A8.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## A9.0 INSURANCE

A9.1 **Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability

arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

**A9.2 Proof of Insurance.** If requested, the Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A9.1.

## **A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**A10.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested by the Province;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A10.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A10.3 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

#### **A11.0 FUNDS AT THE END OF A FUNDING YEAR**

**A11.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A12.0 FUNDS UPON EXPIRY**

**A12.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A13.0 NOTICE**

**A13.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A13.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five business days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one business day after the Notice is delivered.

#### **A14.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A14.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A15.0 INDEPENDENT PARTIES**

A15.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A16.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A16.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' permitted assigns.

#### **A17.0 GOVERNING LAW**

A17.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A18.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A18.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the

requirements of such other agreement;

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

#### **A19.0 SURVIVAL**

A19.1 **Survival.** All Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**

**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

|   |   |
|---|---|
| <b>Maximum Funds</b>  | \$6,200.00  |
| <b>Expiry Date</b>  | August 1, 2021  |
| <b>Insurance</b>  | \$ 2,000,000  |
| <b>Contact information for the purposes of Notice to the Province</b>   | <b>Position: Clerk</b><br><b>Address: 1925 Bruce Road 10, Box 70, Chesley, ON</b><br><b>Fax: 519.363.2203</b><br><b>Email: clerk@arran-elderslie.ca</b>         |
| <b>Contact information for the purposes of Notice to the Recipient</b>  | <b>Position: Clerk</b><br><b>Address: 1925 Bruce Road 10, Box 70, Chesley, ON</b><br><b>Fax: 519.363.2203</b><br><b>Email: clerk@arran-elderslie.ca</b>         |
| <b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b> | <b>Position: Treasurer</b><br><b>Address: 1925 Bruce Road 10, Box 70, Chesley, ON</b><br><b>Fax: 519.363.2203</b><br><b>Email: treasurer@arran-elderslie.ca</b> |

**Additional Provisions:**

(None)

## **SCHEDULE “C”**

### **PROJECT**

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The Municipal Fire Protection Grant has been established to provide critical support to municipalities in 2020-21 to offset costs and potential barriers for issues stemming from the COVID-19 pandemic. Such issues include access to training, and equipment or other critical upgrades that are needed at the local level to support virtual inspections.

Ontario’s fire departments vary in size and capacity and they all serve different communities that each present different levels of risk. There is a significant cost to ensure that every department has skilled first responders who are adequately trained and equipped to meet the needs of their community.

Funding could represent the difference in allowing fire departments to train more staff, purchase much needed equipment to allow them to adapt and respond to COVID-19 related risks in their communities in a way that ensures both community and personnel safety.

The use of the one-time 2020-21 Municipal Fire Protection Grant will focus on the needs of municipal fire departments to ensure community safety with a focus on issues that have presented due to the COVID-19 pandemic, including:

- Training to offset the pressures in training as a result of the COVID-19 pandemic.
- Specialty training to respond to the dynamics of the COVID-19 pandemic and the need to ensure fire safety in their communities such as virtual inspections.
- Small improvements to fire department infrastructure, such as accessing high speed internet to support training and virtual inspections.

The fire service has expressed concerns with training and fire code compliance since the start of the pandemic. Some of these concerns include critical inspections being delayed or impacted given the apprehension with entering premises. Similarly, training has been impacted given that fire services have been responding to challenges associated with the pandemic (staffing shortages, increased calls for service, etc.). Many departments continued training online as the Office of the Fire Marshal enhanced its online course availability at the start of the pandemic. This emergency COVID relief funding provides support for increased access to training, support for fire code compliance inspections through virtual inspections, and equipment or other critical upgrades that are needed at the local level to support community risks during the pandemic and the switch to virtual training and inspections.



## **SCHEDULE “D”**

### **BUDGET**

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Funding will be provided to the Municipality of Arran-Elderslie upon execution of this Agreement. The funds will need to be spent by the municipality by August 1, 2021.

**SCHEDULE "E"**  
**REPORTS**

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As a condition of the Municipal Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by September 1, 2021 to outline how the grant was utilized at the department level.

**Ministry of  
Community Safety and  
Correctional Services**

Office of the  
Fire Marshal and  
Emergency Management

25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1100  
Fax: 647-329-1143

**Ministère de la  
Sécurité communautaire et  
des Services correctionnels**

Bureau du  
commissaire des incendies et  
de la gestion des situations d'urgence

25, Avenue Morton Shulman  
Toronto ON M3M 0B1  
Tél. : 647-329-1100  
Télééc. : 647-329-1143



March 29, 2021

Christine Fraser-McDonald  
Municipality of Arran-Elderslie  
P.O. Box 70, 1925 Bruce Road 10  
Chesley, ON N0G1L0

Dear Christine Fraser-McDonald,

Further to ongoing discussions regarding the Fire Safety Grant Program, I am writing to confirm that the fire service has agreed (in principle) to utilizing its grant allocation to support its intended purpose as outlined below.

The Municipality of Arran-Elderslie will be provided a total of \$6,200.00 to support:

- Increased training opportunities

This aligns with the intended purpose of Fire Safety Grant Program.

As part of this process, formalization of the grant allocation and the Transfer Payment Agreement is required and will be tabled by you for your municipal council at its next meeting.

The Office of the Fire Marshal will reach out to finalize and execute the Transfer Payment Agreement once municipal council has had the opportunity to approve your proposal for spending the funds provided.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Pegg".

Jon Pegg  
Fire Marshal

Instructions to the Municipal Representative:

Please complete and submit a copy of this document to our office at [ofm@ontario.ca](mailto:ofm@ontario.ca) by no later than March 31, 2021.

I hereby accept the grant allocation and proposed strategy for utilization, pending approval by Municipality of Arran-Elderslie as outlined above.

|                           |        |            |                |
|---------------------------|--------|------------|----------------|
| Print Name:               | Title: | Signature: | Date:          |
| Christine Fraser-McDonald | Clerk  |            | March 30, 2021 |

# THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

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## BY-LAW NO. 25 – 2021

BEING A BY-LAW TO ASSESS AND LEVY THE RATES REQUIRED  
FOR THE LAWFUL PURPOSES OF  
THE MUNICIPALITY OF ARRAN-ELDERSLIE FOR 2021

WHEREAS the Municipality is required to levy the rates for Municipal, County and School Board purposes for the taxation year 2021; and

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

- "290. (1) *A local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality including,*
- (a) amounts sufficient to pay all debts of the municipality falling due within the year;*
  - (b) amounts required to be raised for sinking funds or retirement funds; and*
  - (c) amounts required for any board, commission or other body.*
- (2) The budget shall,*
- (a) in such detail and form as the Minister may require, set out the estimated revenues, including the amount the municipality intends to raise on all the rateable property in the municipality by its general local municipality levy and on less than all the rateable property in the municipality by a special local municipality levy under section 312, and the estimated expenditures; and*
  - (b) provide that the estimated revenues are equal to the estimated expenditures.*
- (3) In preparing the budget, the local municipality,*
- (a) shall treat any operating surplus of any previous year as revenue that will be available during the current year;*
  - (b) shall provide for any operating deficit of any previous year and for the cost of the collection of taxes and any abatement or discount of taxes;*
  - (c) shall provide for taxes and other revenues that in the opinion of the treasurer are uncollectible and for which provision has not been previously made;*
  - (d) may provide for taxes and other revenues that it is estimated will not be collected during the year; and*
  - (e) may provide for such reserves as the municipality considers necessary."*

"291. (1) *Before adopting all or part of a budget under section 289 or 290, or amending such a budget, a municipality shall give public notice of its intention to adopt or amend the budget at a council meeting specified in the notice."*

"308(5) *An upper-tier municipality shall pass a by-law on or before April 30 in each year to establish the tax ratios for that year for the upper-tier municipality and its lower-tier municipalities."*

"311(10) *In each year, each lower-tier municipality shall levy, in accordance with the upper-tier rating by-law passed for that year, the tax rates specified in the by-law."*

"312(2) *For purposes of raising the general local municipality levy, a local municipality shall, each year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes.*

"355 (1) A local municipality may pass a by-law providing that where, in any year, the total amount of taxes to be imposed on a property would be less than \$50 or such other minimum tax amount specified by the municipality in the by-law, the actual taxes payable shall be an amount not exceeding that minimum tax amount."; and

WHEREAS the Education Act, R.S.O. 1990, Ch. E.2 provides that:

"257.7 (1) Subject to the regulations, the following shall in each year levy and collect the tax rates prescribed under section 257.12 for school purposes on the property indicated:

Every municipality, on residential property and business property in the municipality, including territory without municipal organization that is deemed under section 56 or subsection 58.1 (2) to be attached to the municipality, taxable for school purposes, according to the last returned assessment roll."; and

WHEREAS the sum of \$5,515,404 is required by taxation in the year 2021 for Municipal purposes; and

WHEREAS the Corporation of the County of Bruce did pass By-law Number 2021-021 on the 4th day of March, 2021 thereby setting the 2021 tax ratios, the general County tax rate for 2021 and the estimated amount to be raised by the Municipality of Arran-Elderslie for the County in the amount of \$2,970,568; and

WHEREAS the sum of \$1,383,369 is required by taxation in the year 2021 for School purposes as set by the Province of Ontario depending on the classification of assessment; and

WHEREAS for the year 2021 the rateable property of the Municipality of Arran-Elderslie according to the last revised assessment roll is \$1,092,709,000;

| 2021 Assessment and Tax Levy     |       |                      |                  |                  |                  |                  |
|----------------------------------|-------|----------------------|------------------|------------------|------------------|------------------|
| Property Class                   | Class | Returned             | County           | Education        | Municipal        | Total            |
|                                  | ID    | Assessment           |                  |                  |                  |                  |
| Residential                      | RT    | 528,745,301          | 2,184,797        | 808,980          | 4,030,911        | 7,024,688        |
| Multi-Residential                | MT    | 11,193,290           | 46,251           | 17,126           | 85,332           | 148,709          |
| Multi-Residential- New           | NT    | 1,675,000            | 6,921            | 2,563            | 12,769           | 22,253           |
| Commercial                       | CT    | 25,809,656           | 131,506          | 227,125          | 242,626          | 601,257          |
| Commercial - Vacant Land         | CX    | 258,400              | 922              | 2,274            | 1,700            | 4,896            |
| Commercial - Excess Land         | CU    | 128,400              | 458              | 1,130            | 845              | 2,433            |
| Commercial - New                 | XT    | 2,977,600            | 15,172           | 26,203           | 27,991           | 69,366           |
| Commercial - New Excess          | XU    | 95,600               | 341              | 841              | 629              | 1,811            |
| Industrial                       | IT    | 3,273,200            | 23,638           | 28,804           | 43,611           | 96,053           |
| Industrial - Full                | IH    | 54,000               | 390              | 475              | 719              | 1,585            |
| Industrial - Vacant Land Shared  | IJ    | 6,300                | 30               | 55               | 55               | 140              |
| Industrial - Vacant Land         | IX    | 187,300              | 879              | 1,648            | 1,622            | 4,150            |
| Industrial - Excess Land         | IU    | 103,700              | 487              | 913              | 898              | 2,297            |
| Industrial - Large               | LT    | 4,236,000            | 30,591           | 37,277           | 56,439           | 124,306          |
| Industrial - New                 | JT    | 1,364,200            | 9,852            | 12,005           | 18,176           | 40,033           |
| Industrial - Small Scale on Farm | I7    | 24,500               | 177              | 54               | 326              | 557              |
| Parking Lot                      | GT    | 45,500               | 232              | 400              | 428              | 1,060            |
| Pipeline                         | PT    | 2,311,000            | 9,365            | 20,337           | 17,907           | 47,609           |
| Managed Forests                  | TT    | 2,119,700            | 2,113            | 811              | 4,040            | 6,963            |
| Farmland                         | FT    | 508,100,353          | 506,449          | 194,348          | 968,378          | 1,669,176        |
| <b>Total Rateable Assessment</b> |       | <b>1,092,709,000</b> | <b>2,970,568</b> | <b>1,383,369</b> | <b>5,515,404</b> | <b>9,869,342</b> |
| Landfill PIL                     | HF    | 181,200              | 884              |                  | 3,469            | 4,353            |
| Commercial PIL                   | CF/CG | 3,098,500            | 15,788           |                  | 59,493           | 75,281           |
| Residential PIL                  | RF/RG | 393,600              | 1,626            | 70               | 3,533            | 5,229            |
| Exempt Properties                | E     | 45,289,300           |                  |                  |                  |                  |
| <b>Total Assessment Value</b>    |       | <b>1,141,671,600</b> | <b>2,988,866</b> | <b>1,383,439</b> | <b>5,581,899</b> | <b>9,954,204</b> |

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

1. That the sum of \$5,515,404 shall be raised for the lawful municipal purposes of the Corporation of the Municipality of Arran-Elderslie for the year 2021.
2. That the General Municipal Tax Rates for 2021 to be applied to each class of assessment, in accordance with tax ratios established by the County of Bruce as follows:

| 2021 Tax Rates                   |       |          |                    |            |            |            |            |
|----------------------------------|-------|----------|--------------------|------------|------------|------------|------------|
| Property Class                   | Class | Tax      | Weighted           | County     | Education  | Municipal  | Total      |
|                                  | ID    | Ratio    | Assessment         |            |            |            |            |
| Residential                      | RT    | 1.000000 | 528,745,301        | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Multi-Residential                | MT    | 1.000000 | 11,193,290         | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Multi-Residential- New           | NT    | 1.000000 | 1,675,000          | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
| Commercial                       | CT    | 1.233100 | 31,825,887         | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Commercial- Vacant Land          | CX    | 1.233100 | 318,633            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Commercial- Excess Land          | CU    | 1.233100 | 158,330            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Commercial- New                  | XT    | 1.233100 | 3,671,679          | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Commercial- New Excess           | XU    | 1.233100 | 117,884            | 0.00356665 | 0.00880000 | 0.00658041 | 0.01894707 |
| Industrial                       | IT    | 1.747700 | 5,720,572          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Full                | IH    | 1.747700 | 94,376             | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Vacant Land Shared  | IJ    | 1.136005 | 7,157              | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Vacant Land          | IX    | 1.136005 | 212,774            | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Excess Land          | IU    | 1.136005 | 117,804            | 0.00469402 | 0.00880000 | 0.00866038 | 0.02215440 |
| Industrial- Large                | LT    | 1.747700 | 7,403,257          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial- New                  | JT    | 1.747700 | 2,384,212          | 0.00722157 | 0.00880000 | 0.01332366 | 0.02934523 |
| Industrial - Small Scale on Farm | I7    | 1.747700 | 42,819             | 0.00722157 | 0.00220000 | 0.01332366 | 0.02274523 |
| Parking Lot                      | GT    | 1.233100 | 56,106             | 0.00509522 | 0.00880000 | 0.00940059 | 0.02329581 |
| Pipeline                         | PT    | 1.016400 | 2,348,900          | 0.00405240 | 0.00880000 | 0.00774857 | 0.02060097 |
| Managed Forests                  | TT    | 0.250000 | 529,925            | 0.00099675 | 0.00038250 | 0.00190588 | 0.00328513 |
| Farmland                         | FT    | 0.250000 | 127,025,088        | 0.00099675 | 0.00038250 | 0.00190588 | 0.00328513 |
|                                  |       |          | <b>723,648,993</b> |            |            |            |            |
| Landfill PIL                     | HF    | 1.223945 | 221,779            | 0.00487989 | 0.00980000 | 0.00934328 | 0.02402317 |
| Commercial PIL                   | CF/CG | 1.233100 | 3,820,760          | 0.00509522 | 0.00980000 | 0.00940059 | 0.02429581 |
| Residential PIL                  | RF/RG | 1.000000 | 393,600            | 0.00413204 | 0.00153000 | 0.00762354 | 0.01328558 |
|                                  |       |          | <b>728,085,133</b> |            |            |            |            |

3. That the minimum tax charged shall be \$20.00 and that the difference between the actual tax and the minimum tax shall form part of the general funds of the municipality.
4. That the waste collection annual flat rate of \$93.00 per domestic and commercial premise shall be charged as an area rate (not included in the tax rate) under miscellaneous charges on the tax bill.

Commercial premises, excluding home occupations, have the option of purchasing additional two-bag units at a cost of \$93.00 per year for each unit, up to a maximum of five (5) units picked up weekly.

Every domestic and commercial premise in the Municipality shall be charged for collection whether they participate in collection or not.

5. That the final taxes less the interim Taxes shall be due and payable in two approximately equal instalments on or before office closing on August 25<sup>th</sup>, 2021 and on or before office closing on October 25<sup>th</sup>, 2021.
6. A penalty at the rate of 1.25% will be charged on the first day of default and on the first day of each calendar month thereafter in which default continues on all unpaid instalments of taxes until December 31, 2021, after which the interest rates of 1.25% per month for each month or fraction thereof will be added.
7. That this by-law shall take effect with final passing.

\*\*\*\*\*

READ a FIRST and SECOND time this 12<sup>h</sup> day of April, 2021.

READ a THIRD time and finally passed this 12<sup>th</sup> day of April, 2021.

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Steve Hammell, *Mayor*

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Christine Fraser-McDonald, Clerk