



**TOWN OF ERIN**  
**Regular Council Meeting**  
**AGENDA**

**April 19, 2016**

**6:30 PM**

**Municipal Council Chamber**

Pages

1. **Call to Order**
2. **Approval of Agenda**
3. **Declaration Pecuniary Interest**
4. **Community Announcements**
5. **Adoption of Minutes** 1 - 11  
April 5, 2016 Regular Meeting
6. **Business Arising from the Minutes**
  - 6.1 Hillsburgh Firefighter's Garage Sale Grant Resolution 12
7. **Delegations/Petitions/Presentations**
8. **Reports**
  - 8.1 Building/Planning/By-Law
    - 8.1.1 Chief Building Official - Building Permit Activity Report 13 - 17
    - 8.1.2 Chief Building Official - First Quarter – January 2016 – March 2016 18 - 20
  - 8.2 Roads
    - 8.2.1 Interim Road Superintendent - Haul and Apply Maintenance Gravel 21 - 22
    - 8.2.2 Interim Road Superintendent - Dust Suppressant Tender 23 - 25
  - 8.3 Fire and Emergency Services
    - 8.3.1 Fire Prevention Officer - Fire Department User Fees 26 - 31
  - 8.4 Recreation
    - 8.4.1 Facility Manager - Alcohol Risk Management Policy and By-law 32 - 55
    - 8.4.2 Facility Manager - Recreation Assets 56 - 69
    - 8.4.3 Facility Manager - 2016-2017 Recreation Rates 70 - 80

8.5	Finance	
8.5.1	Deputy Treasurer - Approval of Accounts	81 - 82
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8.7.1	Ballinafad Community Centre - February 29 Meeting Minutes	104
8.7.2	Town of Erin Heritage Committee - January 18, 2016 Meeting Minutes	105 - 106
<b>9.</b>	<b>New Business</b>	
9.1	September 2016 Meeting Date	
9.2	John Maddox, Meeting Investigator - Report on Complaint	107 - 109
9.3	Angelstone Tournaments - Requesting resolution declaring events as municipally significant	110
9.4	March 2016 Ice Storm Discussion	
<b>10.</b>	<b>Correspondence</b>	
10.1	Activity List	111 - 112
10.2	Conservation Authorities Agendas and Minutes Grand River Conservation Authority: <a href="http://www.grandriver.ca/index/document.cfm?Sec=13&amp; Sub1=71">http://www.grandriver.ca/index/document.cfm?Sec=13&amp; Sub1=71</a>  Credit Valley Conservation Authority: <a href="http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/">http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/</a>	
10.3	Grand River Conservation Authority - Comments of the MOECC Draft Excess Soil Policy Framework	113 - 118
10.4	Roy Val and Joe Spiteri - Letter regarding wastewater	119
10.5	Town of Tillsonburgh - Resolution to support Oxford County's Sustainability Plan including Zeor Waste objective by 2025	120 - 121
10.6	Laurie Scott, MPP Haliburton-Kawartha Lakes-Brock - Requesting support on Anti-Human Trafficking Taks Force and Bill 158, Saving the Girl Next Dorr Act, 2016	122 - 124
10.7	Township of North Frontenac - Independent Electrical System Operator Review of Request for Proposal Process for he Award of Renewable Energy Contracts	125 - 126

**11. By-Laws**

127 - 182

Alcohol Risk Management Policy

Procedural

Shared Services Agreement (Guelph/Eramosa)

Client/Consultant Agreement (Ainley)

**12. Notice of Motion**

**13. Adjournment**



## Minutes of the Regular Town of Erin Council Meeting

April 5, 2016

1:00 pm

Municipal Council Chamber

### PRESENT

Allan Ails

John Brennan

Matt Sammut

Rob Smith

Jeff Duncan

Mayor

Councillor

Councillor

Councillor

Councillor

### STAFF PRESENT: Kathryn Ironmonger

Dina Lundy

Sharon Marshall

Joe Babin

Jessica Wilton

Robyn Mulder

Michael Tapp

Carol House

CAO/Town Manager

Clerk

Director of Finance

Interim Water Superintendent

Building and Planning Assistant

Economic Development Officer

Systems Administrator

Chief Building Official

### 1. Call to Order

Mayor Ails called the meeting to order.

### 2. Approval of Agenda

**Resolution # 16-126**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** the agenda be approved as circulated.

**Carried**

### 3. Declaration Pecuniary Interest

None.

#### 4. Community Announcements

Apr 20 - June 15 - East Wellington Family Health Team - Free Workshops  
 April 13 - Wellington County Information, Heritage and Seniors Committee Meeting at New Hillsburgh Library Location 9 Station Street Hillsburgh  
 April 13 - Fast Forward Film Festival - Seeds of Time, 7PM at the Legion  
 April 7 - 6:30PM Brisbane Public School - Raising Awesome Kids & Social Media Fitness!  
 April 9 - 8PM Century Church Theatre - Chinguacousy Swing Orchestra - A Hotter Night in Hillsburgh  
 April 16 - UCHS Rabies/Microchipping Clinic 10AM to 1PM  
 April 23 - Celebrate Erin - Tickets on sale at the Town Office  
 April 30 - Home and Lifestyle Show  
 May 28 - BIA - Summer Celebration  
 July 1 - Canada Day Celebration

For more detail and more events, please check [www.erin.ca/whats-on/](http://www.erin.ca/whats-on/)

#### 5. Adoption of Minutes

**Resolution # 16-127**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council hereby adopts the following meeting minutes as circulated;

March 22, 2016 Regular Meeting, Public Meeting (Z16-01)

**Carried**

#### 6. Business Arising from the Minutes

##### 6.1 Discussion on Open Forums

**Resolution # 16-128**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council directs staff to amend the Procedural By-law to remove Public Question Period.

**Carried**

(the Mayor will hold semi-annual Open House meetings, the public can write to Council on issues and upon review, if appropriate, the letters will be included on the agenda)

## **6.2 Councillor Smith - Notice of Motion from March 22, 2016**

**Resolution # 16-129**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council implement a reward or incentive program to engage senior staff and employees of the Town of Erin for the purposes of finding ways to reduce next year's budget amounts. The ideas could be in ways to make services more efficient, to look for overlap and in general to get a ground up perspective as to where we can find savings for next year. The structure for incentive or award would have to be vetted to find out what would work best for this proposal.

**Carried**

## **6.3 Councillor Sammut - Notice of Motion from March 22, 2016**

**Resolution # 16-130**

**Moved By** Councillor Sammut

**Seconded By** Councillor Duncan

**Be it resolved that** Council requests that the CAO or designated employee arrange to have Ontario Clean Water Agency do a presentation to Council highlighting how they work on water/wastewater issues and specially how they may be able to help the Town of Erin.

**Carried**

## **6.4 Councillor Sammut - Notice of Motion from March 22, 2016**

After discussion on the matter the motion was withdrawn.

## **7. Delegations/Petitions/Presentations**

### **7.2 Ainley Group - Wastewater Class EA, Phases 3&4 Presentation**

Joe Mullan, President and CEO of Ainley Group introduced members of his team and began by giving Council an outline of his presentation of the Urban Centre Wastewater Servicing Class Environmental Assessment project. Topics covered were:

- Project Scope
- Project Schedule
- The Public Consultation Process
- Discharge limits/Credit River Assimilative Capacity

**Resolution # 16-131**

**Moved By** Councillor Smith

**Seconded By** Councillor Duncan

**Be it resolved that** Council receives the Wastewater Class EA Presentation from Ainley Group.

**Carried**

**8. Closed Session**

**Resolution # 16-132**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council adjourns the meeting to proceed into a closed session at the hour of 2:20PM to discuss the matter(s) pertaining to exemptions in the Municipal Act S. 239 (2) :

b) personal matters about an identifiable individual, including municipal or local board employees;1. Organizational and Compensation review

**Carried**

**9. Return from Closed Session**

**9.1 Motion to Reconvene**

**Resolution # 16-133**

**Moved By** Councillor Smith

**Seconded By** Councillor Duncan

**Be it resolved that** the meeting be reconvened at the hour of 3:59PM.

**Carried**

## 7. Delegations/Petitions/Presentations

### 7.3 Gallagher Mc Dowall - Organizational and Compensation Review Report \*Report to be provided at the meeting

Marianne Love, of Gallagher Mc Dowall went through her presentation of the review, including the Town's compensation background, the objectives of the project, and a summary of how the review was conducted.

## 9. Return from Closed Session

### 9.2 Report Out

#### **Resolution # 16-134**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Organizational and Compensation Review presentation by Gallagher McDowall dated April 5, 2016;

**And that** Council approves the 2016 Full Time Salary Grid effective January 1, 2016;

**And further that** the consultant provide a copy of the 2016 Full Time Salary Grid for the next agenda.

**Carried**

## 10. Reports

### 10.2 Administration

#### **10.2.1 Systems Administrator - Purchase of Replacement Servers and SAN**

##### **Resolution # 16-135**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council hereby receives Purchase of Replacement Servers and SAN report dated March 30, 2016.



**Carried**

**7. Delegations/Petitions/Presentations**

**7.1 Kyle Davis, Risk Management Official - Source Water Contract Report**

The CAO presented the report to Council.

**Resolution # 16-136**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council accepts the report for information and authorize the Town Manager / Chief Administrative Officer to proceed with the contract position (50% source protection).

**Carried**

**10. Reports**

**10.1 Building/Planning/By-Law**

**10.1.1 Senior Planner, Sarah Wilhelm - Z16-01 Kirk Planning Report**

Jessica Wilton presented the report.

**Resolution # 16-137**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council receives the planning report from Sarah Wilhelm regarding 6012 Eighth Line;

**And that** Council supports the proposed County of Wellington Official Plan Amendment, and direct staff to advise the County of this position;

**And that** Council directs staff to bring forward an amending zoning by-law for Council's consideration upon adoption of the Official Plan Amendment by Wellington County Council.

**Carried****10.1.2 Chief Building Official - Second Draft of Site Alteration By-law****Resolution # 16-138****Moved By** Councillor Smith**Seconded By** Councillor Brennan

**Be it resolved that** Council hereby receives Building Department report number BD 2016-11, dated April 05, 2016, regarding a Second Draft of the proposed Site Alteration By-law;

**And that** staff be directed to vet the draft by-law through the lawyer and bring back to the next Council meeting for consideration.

**Carried****Resolution # 16-139 (verbal)****Moved By** Councillor Brennan**Seconded By** Councillor Sammut

**Be it resolved that** Council waives the rules of procedure regarding the curfew provision.

**Carried****10. Reports****10.2 Administration****10.2.2 CAO - Quarterly Departmental Project Update Report - Q1 2016****Resolution # 16-140****Moved By** Councillor Duncan**Seconded By** Councillor Brennan

**Be it resolved that** Council hereby receives the CAO/Town Manager's 2016 Quarterly Activity Report, dated March 22, 2016 for information.

**Carried**

**10.2.3 CAO - Grass Cutting RFP - \*\*Updated report to be provided at the meeting**

**Resolution # 16-141**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the report of the CAO/Town Manager regarding the Grass Cutting and Trimming Services Contract;

**And That** Council accepts staff's review recommendation to accept the 2016 Grass Cutting and Trimming Services proposal submitted by Pro Landscaping for the period of May 1, 2016 to October 31, 2016 subject to any other additional terms and conditions as deemed appropriate including proof of WSIB and Insurance to the Town's satisfaction.

**Carried**

**10.2.4 CAO - Operational Review Action Plan**

Council also set the following meeting dates:

April 25, 2016, 7:00PM Special Meeting - 5 Year Capital Plan

May 16, 2016, 7:00PM Special Meeting - 4 Year Action Plan

**Resolution # 16-142**

**Moved By** Councillor Brennan

**Seconded By** Mayor Alls

**Be it resolved that** Council receives the CAO's Operational Review Action Plan including updates.

**Carried**

**10.3 Finance**

**10.3.1 Deputy Treasurer - Approval of Accounts**

**Resolution # 16-143**

**Moved By** Councillor Duncan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Deputy Treasurer's Report #2016-4A on "Approval of Accounts".

**Carried**

### **10.3.2 Director of Finance - 2016 Community Grants – Committee Recommendations**

**Resolution # 16-144**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council accepts the recommendations of the 2016 Financial Support Applications Ad Hoc Committee and approves the allocation of \$31,700.00 to local groups and community organizations. (The Erin Garden Club will receive \$500)

**Carried**

## **10.4 Mayor**

### **10.4.1 Mayor's Report - updates and recent events**

**Resolution # 16-145**

**Moved By** Councillor Duncan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Mayor's Report regarding updates and recent events.

**Carried**

Councillor Sammut left the meeting.

## **10.5 Committees**

### **10.5.1 Ballinacorney Community Centre - January 5 2016 Minutes**

**Resolution # 16-146**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Ballinacorney Community Centre January 5, 2016 meeting minutes.

**Carried**

**10.5.2 Let's Get Hillsburgh Growing - January 21 and February 18 Minutes**

**Resolution # 16-147**

**Moved By** Mayor Alls

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the Let's Get Hillsburgh Growing Committee January 21 and February 18, 2016 meeting minutes.

**Carried**

**11. New Business**

**11.1 Set July and August Council Meeting dates and times**

**Resolution # 16-148**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** Council sets the following summer meeting dates and times:

July 12, 6:30PM

August 9, 6:30PM

**Carried**

**11.2 Councillor Brennan - OGRA/ROMA 2016 Conference Report**

**Resolution # 16-149**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives the report from Councillor Brennan regarding the OGRA/ROMA Conference.

**Carried**

**11.3 March 2016 Ice Storm Discussion**

Item was deferred to the next meeting.

**11.4 Set Special Meeting Date regarding 4 year action plans**

This item was addressed earlier in the meeting.

**12. Correspondence**

**Resolution # 16-150**

**Moved By** Councillor Duncan

**Seconded By** Councillor Smith

**Be it resolved that** Council receives correspondence items 12.1 to 12.8 for information.

**Carried**

**13. By-Laws**

**Resolution # 16-151**

**Moved By** Councillor Brennan

**Seconded By** Councillor Smith

**Be it resolved that** By-Law number 16-19 (confirming) is hereby passed.

**Carried**

**14. Notice of Motion**

None.

**15. Adjournment**

**Resolution # 16-152**

**Moved By** Councillor Smith

**Seconded By** Councillor Brennan

**Be it resolved that** the meeting be adjourned at the hour of 6:04PM.

**Carried**

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Mayor Allan Alls

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Clerk Dina Lundy



Agenda Number: 11.6

Resolution #: 15-151

Date: April 21, 2015

Moved By

Seconded By

Be it resolved that Council approves / ~~does not approve~~ a grant to the Hillsburgh Firefighter's association in the amount of \$2,100 to be applied to the rent of the Hillsburgh Community Centre on June 6 & 7, 2015 for their Annual Garage Sale;

And that the Hillsburgh Firefighter's Association:

- ~~apply for grants through the financial assistance policy process yearly, by January 31.~~

OR

- be granted yearly inclusion in the list of grants in the budget for its Annual Garage Sale, in the amount of \$2,100.

And that Council endorses this deviation from the Town of Erin's Request for Financial Assistance Policy.

Carried

Mayor



## Staff Report

**Report #:** BD2016-11

**Date:** April-19-16

**Submitted By:** Carol House – Chief Building Official

**Subject:** Building Permit Activity Report

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### Recommendations:

**Be it resolved that** Council hereby receives Building Department Building Activity Report dated April 19, 2016 for information.

### Background:

Overall the building permit numbers this year are up over last year's numbers. For the month of March, we have issued 14 permits, 2 of which were for new housing starts. Building permit fees and construction values are up when compared to the same time last year.

See attached appendices for full breakdown of the comparison of the 2016 building permit activity vs. 2015 building permit activity.

### Financial Impact:

None

### Consultation:

N/A

### Communications Plan:

To be presented at a regular council meeting for information

### Appendices:

Appendix I – Building Permit to Date – March 31 2016  
 Appendix II – Monthly Comparison – March 2016



# Appendix I - Monthly Comparison

Town Of Erin

## Permit Comparison Summary

Issued For Period **JAN 1,2016** To **MAR 31,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
<b>Accessory Building</b>						
Deck	0	0.00	0.00	1	392.27	15,550.00
Pool	1	200.00	40,000.00	0	0.00	0.00
<b>Accessory Building - Residential</b>						
Accessory Building - Residential	2	1,689.18	77,000.00	7	4,715.88	197,000.00
<b>Commercial</b>						
Commercial - Major renovation	3	4,750.00	85,778.00	0	0.00	0.00
Commercial - Minor renovation	0	0.00	0.00	1	750.00	20,000.00
<b>Demolition</b>						
Demolition Permit	0	0.00	0.00	3	600.00	5,100.00
<b>Farm Building</b>						
Farm Building - Addition/renovation	2	2,057.60	487,500.00	2	1,500.00	120,000.00
Farm Building - New	2	1,669.20	76,300.00	0	0.00	0.00
<b>Industrial</b>						
Industrial	0	0.00	0.00	2	0.00	620,000.00
Industrial - Major	1	6,320.00	400,000.00	1	1,417.50	160,000.00
<b>Residential</b>						
Residential - Major	3	4,925.74	295,000.00	5	10,738.04	710,000.00
Residential - Minor	1	150.00	10,000.00	6	1,272.39	274,000.00
<b>Residential - New</b>						
Residential -SDR	2	7,745.33	1,045,000.00	7	17,640.76	2,545,000.00
<b>Septic Permit</b>						
Septic Permit	6	2,575.00	0.00	12	6,000.00	53,500.00
Septic Permit - Class 2	0	0.00	0.00	1	500.00	0.00
Septic Permit - Tank Replacement	1	200.00	0.00	1	200.00	6,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	24	49
Total Dwelling Units Created	2	6
Total Permit Value	2,516,578.00	4,726,150.00
Total Permit Fees	32,282.05	45,726.84
Total Compliance Letters Issued	4	13
Total Compliance Letter Fees	300.00	975.00

## Town Of Erin

**Permit Comparison Summary**

Issued For Period JAN 1,2016 To MAR 31,2016

<b>Permit Charge</b>	<b>Amount</b>
Accessory Building - Residenti	4,715.88
Commercial - Minor renovation	750.00
Deck	392.27
Demolition Permit	600.00
Farm Building - Addition/renov	1,500.00
Industrial	0.00
Industrial - Major	1,417.50
Residential - Major	10,738.04
Residential - Minor	1,272.39
Residential -SDR	17,640.76
Septic Permit	6,000.00
Septic Permit - Class 2	500.00
Septic Permit - Tank Replaceme	200.00
Total	45,726.84

# Appendix II - Monthly Comparison

Town Of Erin

## Permit Comparison Summary

# March

Issued For Period **MAR 1,2016** To **MAR 31,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
<b>Accessory Building</b>						
Deck	0	0.00	0.00	1	392.27	15,550.00
Pool	1	200.00	40,000.00	0	0.00	0.00
<b>Accessory Building - Residential</b>						
Accessory Building - Residential	1	1,489.18	75,000.00	2	1,534.87	65,000.00
<b>Commercial</b>						
Commercial - Major renovation	1	2,000.00	40,778.00	0	0.00	0.00
<b>Demolition</b>						
Demolition Permit	0	0.00	0.00	2	400.00	100.00
<b>Farm Building</b>						
Farm Building - Addition/renovation	1	200.00	30,500.00	1	750.00	100,000.00
<b>Residential</b>						
Residential - Major	0	0.00	0.00	3	4,200.00	260,000.00
Residential - Minor	1	150.00	10,000.00	0	0.00	0.00
<b>Residential - New</b>						
Residential -SDR	1	2,858.14	400,000.00	2	5,015.58	640,000.00
<b>Septic Permit</b>						
Septic Permit	1	500.00	0.00	3	1,500.00	46,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	7	14
Total Dwelling Units Created	1	2
Total Permit Value	596,278.00	1,126,650.00
Total Permit Fees	7,397.32	13,792.72
Total Compliance Letters Issued	1	4
Total Compliance Letter Fees	75.00	300.00

<u>Permit Charge</u>	<u>Amount</u>
Accessory Building - Residenti	1,534.87
Deck	392.27
Demolition Permit	400.00
Farm Building - Addition/renov	750.00
Residential - Major	4,200.00
Residential -SDR	5,015.58

Town Of Erin

**Permit Comparison Summary**

Issued For Period MAR 1,2016 To MAR 31,2016

Septic Permit	1,500.00
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Total	13,792.72
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## Staff Report

**Report #:** BD2016-12  
**Date:** April-19-16  
**Submitted By:** Carol House, CBO  
**Subject:** First Quarter – January 2016 – March 2016

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### Recommendations:

Be it resolved that Council receives the 2016 First Quarter Report – Building Permit Activity for information

### Background:

The Building Department issued a total of 49 building permits in the first quarter of 2016, which is up from last year's permits issued at a total of 24 building permits. Housing starts have increased from the previous year at 2 permits issued to 6 permits issued this year.

For a full detailed breakdown for the first quarter building permit activity, please see attached appendix; which compares the first quarter of 2016 building permits to first quarter 2015 building permits.

### Financial Impact:

None

### Consultation:

N/A

### Communications Plan:

To be presented at a regular council meeting for information

### Appendices:

Appendix I - 2016 Building Permit Activity – First Quarter

# Appendix I - First Quarter Building Permit Activity <sup>19</sup>

Town Of Erin

## Permit Comparison Summary

January - March

Issued For Period **JAN 1,2016** To **MAR 31,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
<b>Accessory Building</b>						
Deck	0	0.00	0.00	1	392.27	15,550.00
Pool	1	200.00	40,000.00	0	0.00	0.00
<b>Accessory Building - Residential</b>						
Accessory Building - Residential	2	1,689.18	77,000.00	7	4,715.88	197,000.00
<b>Commercial</b>						
Commercial - Major renovation	3	4,750.00	85,778.00	0	0.00	0.00
Commercial - Minor renovation	0	0.00	0.00	1	750.00	20,000.00
<b>Demolition</b>						
Demolition Permit	0	0.00	0.00	3	600.00	5,100.00
<b>Farm Building</b>						
Farm Building - Addition/renovation	2	2,057.60	487,500.00	2	1,500.00	120,000.00
Farm Building - New	2	1,669.20	76,300.00	0	0.00	0.00
<b>Industrial</b>						
Industrial	0	0.00	0.00	2	0.00	620,000.00
Industrial - Major	1	6,320.00	400,000.00	1	1,417.50	160,000.00
<b>Residential</b>						
Residential - Major	3	4,925.74	295,000.00	5	10,738.04	710,000.00
Residential - Minor	1	150.00	10,000.00	6	1,272.39	274,000.00
<b>Residential - New</b>						
Residential -SDR	2	7,745.33	1,045,000.00	7	17,640.76	2,545,000.00
<b>Septic Permit</b>						
Septic Permit	6	2,575.00	0.00	12	6,000.00	53,500.00
Septic Permit - Class 2	0	0.00	0.00	1	500.00	0.00
Septic Permit - Tank Replacement	1	200.00	0.00	1	200.00	6,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	24	49
Total Dwelling Units Created	2	6
Total Permit Value	2,516,578.00	4,726,150.00
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Total Compliance Letters Issued	4	13
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## Town Of Erin

**Permit Comparison Summary**

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<b>Permit Charge</b>	<b>Amount</b>
Accessory Building - Residenti	4,715.88
Commercial - Minor renovation	750.00
Deck	392.27
Demolition Permit	600.00
Farm Building - Addition/renov	1,500.00
Industrial	0.00
Industrial - Major	1,417.50
Residential - Major	10,738.04
Residential - Minor	1,272.39
Residential -SDR	17,640.76
Septic Permit	6,000.00
Septic Permit - Class 2	500.00
Septic Permit - Tank Replaceme	200.00
Total	45,726.84



## Staff Report

**Report #:** 2016-05R  
**Date:** April-19-16  
**Submitted By:** **Dave Knight, Interim Road Superintendent**  
**Subject:** Haul and Apply Maintenance Gravel Quote 2016-04 Results

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### Recommendations:

**Be it resolved that** Council receives the Haul and Apply Maintenance Gravel Quote results report;

**And Further That** Council accepts the quote of Louis McNichol Trucking Ltd. to Haul and Apply Maintenance Gravel for a price of up to \$146,650.00 including H.S.T.

### Background:

The Request for Quotations was advertised in the local papers and posted on the Town's Website inviting quotations to Haul and Apply Maintenance Gravel for 2016. Only one quotation was received.

McNichol Trucking up to \$146,650.00 including H.S.T.

Exact costs will be determined depending once the acceptable testing results of the material is received and successful Tender is chosen for the supply of the gravel.

### Financial Impact:

This expenditure is included in the 2016 Operating Budget.

### Consultation:

N/A



**Communications Plan:**

N/A

**Conclusion:**

That Council accepts the quotation of the lowest bidder, Louis McNichol Trucking Ltd. to Haul and Apply Maintenance Gravel for a price of up to \$146,650.00 including H.S.T.

**Appendices:**

N/A



## Staff Report

**Report #:** 2016-10R

**Date:** April-19-16

**Submitted By:** Dave Knight, Interim Road Superintendent

**Subject:** Supply and Application of Dust Suppressant Tender #2016-03 Results

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### Recommendations:

**Be it resolved that** Council receives the Supply and Application of Dust Suppressant Tender #2016-03 Results report;

**And Further That** Council accepts the bid received from Pollard Highway Products, as per the Interim Road Superintendent's recommendation, for the supply and application of Dust Suppressant for a price of \$ 0.725 per litre for an estimated total of \$ 82,824.00 plus HST until such time as:

- a) Satisfactory laboratory analysis confirming that the concentration of chlorides meets the requirements of the contract specifications and the actual the equivalency rating of the solution being proposed is also obtained.
- b) It is confirmed that the contractor has sufficient equipment to meet the delivery requirements of the Town of Erin.
- c) It has been demonstrated that it has both the application equipment and distribution network including storage sites necessary to meet the demands of the Town of Erin (as per the contract specifications)

### Background:

Tenders were advertised in the local papers, the Town Website and companies known to be in the of Dust Control and Road Stabilization business were invited to submit tenders for the 2016 Dust Control and Road Stabilization Program. The bids received are summarized on the table below.

The specifications permitted different solutions, either calcium chloride, magnesium chloride or a combination of both (Composite solution).

Bids were received for each type of solution as per the attached tender results.

For the information of Council, Town forces spend at least 4 weeks between Mid-May and the end of June with the following equipment and labour to prepare the roads and apply dust suppressant:

- 2 water trucks (2 drivers)
- 3 graders complete with rollers (3 operators)
- A spotter with each load to direct trucks to the proper location, confirm the application rate and to monitor and control traffic as material is being applied

**Town of Erin**  
**Dust Suppressant Tender 2016-03**  
**RESULTS**  
**April 19, 2016**

	<b>2016</b> <u>Unit Price</u>	<u>Qty</u>	<u>Amount</u>
Pollard Highway Products (Other Liq. Calcium/Mag. Solutions)	\$0.0725	1,142,400	\$82,824.00
DA-LEE Dust Control (Other Liq. Calcium/Mag. Solutions)	\$0.0710	1,142,000	\$81,110.40
DA-LEE Dust Control (OPSS 2501)	\$0.2090	571,200	\$119,380.80

HST Extra

**Financial Impact:**

This expenditure is included in the 2016 Operating Budget.

**Consultation:**

N/A

**Communications Plan:**

N/A

**Conclusion:**

**That** Council accepts the bid received from Pollard Highway Products, as per the Interim Road Superintendent's recommendation, for the supply and application of Dust Suppressant for a price of \$ 0.725 per litre for an estimated total of \$ 82,824.00 plus HST until such time as:

- a) Satisfactory laboratory analysis confirming that the concentration of chlorides meets the requirements of the contract specifications and the actual the equivalency rating of the solution being proposed is also obtained.
- b) It is confirmed that the contractor has sufficient equipment to meet the delivery requirements of the Town of Erin.
- c) It has been demonstrated that it has both the application equipment and distribution network including storage sites necessary to meet the demands of the Town of Erin (as per the contract specifications)

**Appendices:**

N/A



## Staff Report

**Report #:** 16-01F

**Date:** April-19-16

**Submitted By:** Len Papp, Chief Fire Prevention Officer

**Subject:** Fire Service User Fees

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### Recommendations:

**Be it resolved that** Council receives report no 16-01F;

**And that** Council approves the new proposed Fire Service User Fees and directs staff to amend the relevant By-laws for consideration by Council at the next meeting.

### Background:

I have conducted research into the fire prevention user fees of the fire services located within Wellington-Dufferin County. I have also selected the Brampton Fire Service in the region of Peel as a comparison to see what a larger type fire services charges for fire prevention services.

### Financial Impact:

Increased revenue due to some new fees and updates to current fees.

### Consultation:

Please find attached appendix A which contains a chart of the selected Wellington-Dufferin County fire services and the Brampton Fire Service.

As you will read there is a vast array of fees assessed by each fire service for services rendered.

In consultation with the Clerk, it has been determined that the following By-laws need to be updated to repeal the fee schedules in order to add a complete schedule to the Town's Fees and Charges By-law 15-53:

- By-law 07-28 – This By-law repeals and replaces the fee schedule of By-law 05-31 regarding inspections and permits
- By-law 05-54 – This By-law amends 04-48 and 99-51 which regulate any fees relating to responding to false alarms and motor vehicle accidents

Additional review of Fire Department By-laws will take place to determine whether they are needed or can be consolidated since fees will be removed and added to the Fees and Charges By-law.

## Communications Plan:

Regular Council Meeting

## Conclusion:

Based on this research and the associated fees that the fire service is assessing for services rendered in their communities I recommend the following service fee alterations to our Town of Erin user fee-by-law.

<b>Service Fee Description</b>	<b>Erin (Current)</b>	<b>Erin (Proposed)</b>
File search – per address	50	75
Fire report – per address	50	75
Permit-consumer/display fireworks	107	125
RSMP review – 5000 USWG or less (existing, where changes have occurred)		100/hr
RSMP review - 5000 USWG or less (new or change of ownership)		100/hr
RSMP review – Greater than 5000 USWG (existing, where changes have occurred)		100/hr
RSMP review – Greater than 5000 USWG (new or change of ownership)		100/hr
Fire route application	200	200
Fire safety plan review		100/hr
Fire inspection - Group Homes	107	125
Fire inspection – Industrial/Commercial/ Office	107	125
Fire Inspection – Residential/Apartment/Condo	107	125
Fire inspection – Two unit dwelling	107	125
Fire inspection - Tents	50	85
Fire inspection -AGCO	107	200
Occupant load calculations		100/hr
Smoke alarm/Carbon monoxide alarm		
Fire extinguisher training	0	20 p/p

**Appendices:**

Appendix A - Fee Comparison Chart

Schedule A to By-law 07-28

Schedule A to By-law 05-54



WELLINGTON – DUFFERIN FIRE SERVICES + BRAMPTON FIRE SERVICE FEE STRUCTURE – FIRE PREVENTION & PUBLIC EDUCATION

Service Fee Description	Erin	Brampton	Guelph-Eramosa	Centre Wellington	Pushlinch	Guelph	Minto	Mapleton	Orangeville
File search – per address	50	108.48	80	146	75	60	90.00	75	50
Fire report – per address	50	108.48	80	146	75		90.00	75	50
Permit-consumer/display fireworks	107	271.20		64/hr	100		N/A		
Permit-open air burning	20 year 107 large burn	29.95 day 57.63 week 117.52 28 day	25/yr	25/yr	20/yr	Not permitted	No Charge		20 residential/day 25 commercial/day 100/week
RSMP review – 5000 USWG or less (existing, where changes have occurred)		339					40.00/HR Per staff member		
RSMP review - 5000 USWG or less (new or change of ownership)		678					same		
RSMP review – Greater than 5000 USWG (existing, where changes have occurred)		1695					same		
RSMP review – Greater than 5000 USWG (new or change of ownership)		3390					same		
Fire route application	200	271.20		98			N/A		
Fire safety plan review		129.95	125	66/hr	135.60	150	40.00/HR		
Fire inspection - Group Homes	107	237.30	60	119	113	100/hr	125.00		
Fire inspection – Industrial/Commercial/ Office	107	237.30	60	119	113	100/hr	100.00	100	
Fire Inspection – Residential/Apartment/Condo	107	237.30	60	119	113	100/hr	100.00 + 10.00/unit	75	
Fire inspection – Two unit dwelling	107	508.50	60	119	113		same		
Fire inspection - Tents	50	237.30	30	86	113	100/hr	N/A		
Fire inspection -AGCO	107	237.30	125	146	113	60	100.00		
Occupant load calculations		607.94		131	100		75.00		
Smoke alarm		28.25					N/C		
Carbon monoxide alarm		28.25					N/C		
Fire extinguisher training	0	593.25	0	31 p/p	16.95 p/p	0	30.00/person		

HST included.



## Amended Schedule "A" to By-Law #05 - 31

By-Law # 07 - 28

## Schedule "A"

Division:	FEE
<b>INDUSTRIAL/COMMERCIAL</b>	
Less than 10,000 sq. ft. (base building) Each additional tenant/occupant	\$ 100.00 each \$ 50.00 each
Over 10,000 sq. ft. (base building) Each additional 1,000 sq. ft./pt. Thereof Each additional tenant/occupant	\$100.00 each \$ 25.00 each \$ 50.00 each
Apartment/Condominium Residential/Institutional Each tenant/occupant/apartment	\$100.00 each n/c
<b>OFFICE/COMMERCIAL MALLS</b>	
Base Building Each occupancy up to 10,000 sq. ft. Each occupancy over 10,000 sq. ft.	\$100.00 each \$ 25.00 each \$ 50.00 each
<b>SIDEWALK SALES</b>	
Base inspection up to 20 tenants Each additional tenant	\$100.00 n/c
<b>TENT/MARQUEE</b>	
WHERE FIRE CODE INSPECTION MANDATED	\$ 50.00
FIREWORKS PERMIT	\$100.00
FIRE ROUTE APPLICATIONS PER ADDRESS	\$200.00
OUTDOOR FUNCTION PERMIT APPLICATION REVIEW (NO INSPECTION)	\$ 25.00

**FIRE DEPARTMENT FEES**

Included the initial inspection and a re-inspection only. Additional re-inspections at a rate of original inspection.

	<u>Fees</u>
<b>File Search</b>	<b>\$ 50.00</b>
<b>Fire Reports Information</b>	<b>\$ 50.00</b>
<b>Inspection Industrial/Commercial</b>	
Less than 10,000 sq. ft. (base building) Each additional Tenant/Occupant	\$107.00 \$ 53.50
Over 10,000 sq. ft. (base building) Each additional 1,000 sq. ft/part thereof Each additional Tenant/Occupant	\$107.00 \$ 26.75 \$ 53.50
Apartment/Condominium Residential Each Tenant/Occupant/Apartment	\$107.00 \$ 5.35
<b>Special Inspection Tent/Marquee (Outdoor Function)</b>	
Where fire code inspection is mandated (alcohol)	\$ 53.50
Application Review (no alcohol)	\$ 26.75
<b>Fireworks Permit</b>	<b>\$107.00</b>

**Schedule "A" to By-Law #05-54**  
**Amending Schedule "A" of By-Law #99-51 and #04-48**

**SCHEDULE A**

**Schedule of Fees**

1. For responding to false alarms occurring as a result of a failure to maintain a fire alarm system or emergency system:
  - 1) first false alarm in any calendar year - Nil
  - 2) each subsequent false alarm in any calendar year or consecutive twelve month period - \$700.00
  
2. For responding to false alarms occurring as a result of work being performed on a fire alarm system or emergency system:
  - 1) each false alarm - \$700.00
  
3. For responding to false alarms occurring as a result of a malicious act:
  - 1) first false alarm in any consecutive three month period - Nil
  - 2) each subsequent false alarm in any consecutive three month period - \$700.00
  
4. For attending at the scene of a motor vehicle accident or at the scene of motor vehicle fire or other emergencies, and providing firefighting or other emergency services to a non-resident:
  - 1) \$350.00 per vehicle for the first hour or any part thereof; and
  - 2) \$175.00 per vehicle for each additional hour or part thereof
  
5. Interest to be imposed on fees overdue by thirty days:
 

1.25% per month



## Staff Report

**Report #:** Rec – 2016 - 002

**Date:** April-19-16

**Submitted By:** **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

**Subject:** Alcohol Risk Management Policy and By-law

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### Recommendations:

**Be it resolved that** Council receives the report and will consider the By-Law for the attached revised Alcohol Risk Management Policy during that portion of the meeting.

### Background:

Council direction was given to Town CAO and Facilities Manager to review and amend the Town of Erin's Alcohol Risk Policy & By-Law. After contacting the Wellington-Dufferin-Guelph Public Health Unit for direction and input, it was determined that the Town of Erin's Alcohol Risk Management Policy & By-Law could be reviewed and scored by a Health Promotion Specialist. Based on recommendations the ideal score of the Alcohol risk Management Policy to meet Blue Ribbon Standards should range from 70 - 100 out of 100.

The score for the Town of Erin's Alcohol Risk Management policy & By-Law #99-07 was 47/100.

It was recommended that the Municipal Alcohol Policy guide should be used to help revise and rewrite the Town of Erin's Policy in order to meet the Blue Ribbon Standards

### Financial Impact:

Staff time to rewrite and prepare signage and re-submit until the policy met Blue Ribbon standards and could be adopted for By-Law.

### Consultation:

Consultation with the Wellington-Dufferin-Guelph Public Health Unit and their Health Promotion Specialists helped determined areas of concern.

The policy was rewritten and regraded until the Town of Erin's policy could meet the recommended score of 70-100 out of 100.

The first score received from the first rewrite was 87/100 however suggestions were given to bring the score closer to 100/100. The recommendations were reviewed and revised and a final score of 100/100 was received Monday April 04th.

### **Communications Plan:**

The Alcohol Risk Management policy will be updated into all of the rental policies contracts that have the potential of a Special Occasions permit or alcohol being present during an event.

Department Heads will be required to post approved signage in all areas where alcohol could be served and where alcohol is not permitted.

A public notice on the Town's website including a copy of the policy should be made available for customers interested in holding licensed events in Town of Erin Facilities

This policy must be reviewed by the Senior Staff team annually

### **Conclusion:**

That Council approve the attached Alcohol Risk Management Policy and adopt it into By-Law.

### **Appendices:**

2016 Alcohol Risk Management Policy

Alcohol Risk Management Signs

Alcohol Risk Management Policy Support and implementation

Email and Policy Score from the Wellington-Dufferin-Guelph Public Health Unit

ALCOHOL  
RISK MANAGEMENT POLICY  
For the  
CORPORATION OF THE TOWN OF ERIN

Adopted: February 16th, 1999

Amended: April 19th, 2016

## ALCOHOL RISK MANAGEMENT POLICY

### PREAMBLE:

The Town of Erin owns and manages facilities where alcohol consumption is not permitted and other facilities where alcohol consumption is permitted under the authority of a Special Occasion Permit. The Town of Erin has developed an Alcohol Risk Management Policy in order to prevent alcohol related problems that arise from alcohol consumption within its facilities and *to* promote a safe, enjoyable environment for those who use these facilities. The policy is not intended to stand in opposition to legal and moderate drinking.

A range of problems can arise from alcohol consumption. These problems can affect not only the drinkers but other people who use the facilities. These problems include:

- vandalism and destruction of property;
- police being called to municipal property;
- injuries to drinkers or other individuals
- liability action and increased insurance rates arising from alcohol-related injuries or deaths;
- loss of insurability, should the insurer's risk assessment escalate;
- charges laid against the municipality or the Special Occasion Permit holders under the Liquor License Act;
- suspension or loss of alcohol permit privileges by the Liquor License Board of Ontario;
- loss of enjoyment by non-drinkers and moderate drinkers;
- complaints lodged by offended parties;
- loss of revenue due to reduced participation; and
- Increased public concern about alcohol consumption.

In many instances, these problems will not be attributable to moderate drinkers or to those who respect the rules regarding alcohol consumption. The majority of these problems will arise from drinkers who engage in four specific drinking practices;

- a) drinking to intoxication;
- b) drinking and driving
- c) underage drinking; and
- d) drinking in prohibited areas.

To the extent that these four drinking practices can be reduced, the likelihood of alcohol-related problems will correspondingly diminish. For those who do not engage in these targeted drinking practices, the policy will be minimally intrusive.

## PURPOSE OF THE POLICY

The Alcohol Risk Management Policy consists of a range of measures designed to prevent alcohol related problems and to increase the enjoyment of those who use the facilities. By reducing the potential for alcohol related problems, the Town of Erin concurrently increases user's enjoyment of the facilities, reduces the risk of death and injury and reduces its risk of liability actions. In this context, policy measures introduce barriers which impede the adoption of the targeted drinking practices.

The policy is divided into four sections:

1. Designation of facilities where alcohol use is prohibited;
2. Designation of facilities where alcohol use is permitted;
3. Specification of conditions under which alcohol use is permitted; and
4. Enforcement procedures for violations of the policy.

## SECTION 1.

### AREAS DESIGNATED WHERE ALCOHOL USE IS PROHIBITED

The Liquor License Act of Ontario prohibits the consumption of alcohol in public places unless a license or a Special Occasion Permit has been issued. In accordance with the Liquor License Act, the consumption of alcoholic beverages is prohibited in the majority of parks, gardens, sports facilities and service facilities in the Town. Town Council may change the designation of any site at its discretion. A complete list of these areas can be obtained from the Municipal Office and the Recreation and Parks Department. Users who seek permission to use these facilities will be asked to sign a form agreeing that people included in the activity or event will not be intoxicated or consume alcohol (see Appendix A).

The following events are designated as not eligible for alcohol use: all minor sports events and all youth events, including banquets and dances; all "Family Day" events, such as sports tournaments and family days; and all outdoor youth sports activities.

## SECTION 2.

### AREAS DESIGNATED FOR CONDITIONAL USE OF ALCOHOL

These are facilities and areas currently designated for alcohol use under the authority of a Special Occasion Permit. Town Council may change the designation of any site at its discretion. A complete list of these areas can be obtained from the Municipal Office and the Parks and Recreation Department. Users who seek permission to use these facilities with a Special Occasion Permit will be asked to sign a form stipulating the conditions of use (see Appendix B).

## SECTION 3.

### CONDITIONS FOR SPECIAL OCCASION PERMITS

Anyone who wishes to serve alcohol at a designated site must complete an agreement form that stipulates the conditions under which alcohol may be served (see Appendix B). In addition, the responsible person must obtain a Special Occasion Permit from the Liquor License Board of Ontario. The Special Occasion Permit holder must ensure that all the conditions of the Liquor License Act and this policy are adhered to at the event. The Town of Erin is under no legal obligation to allow licensed events to be held on its property. If the Town so chooses, it may impose on the event whatever restrictions it deems appropriate in the circumstances.

All Special Occasion Permit holders are required to adhere to the following conditions.

#### 3.1 Category: Control

- 3.1.1 The permit holder or designated staff (door monitors) will ask for proper identification at the door if individuals appear to be under the age of 19. The permit holder will accept only a Proof of Age card, a military card, citizenship card a photo drivers license, or a passport as identification for alcohol purchase or consumption. If there is any doubt about the person's age the designated staff can request approval from the person in charge by the designated permit holder or the facility staff or its representative. Notification regarding this procedure will be posted at the entrance and rowdy or intoxicated individuals will be refused entrance.
- 3.1.2 Underage individuals will be refused entrance to Special Occasion Permit Events. An exception may be made in the case of a family occasion such as a wedding, anniversary or family reunion, however alcohol must not be served to people under 19 years old.
- 3.1.3 The Town reserves the right to determine and to reject at its discretion who can serve as bartenders, servers or monitors.
- 3.1.4 The permit holder will ensure that the bartenders and servers do not serve alcohol to persons deemed to be underage, intoxicated, and rowdy or to unauthorized people at the event.
- 3.1.5 There will be at least 1 monitor per 150 participants and 1 monitor for each entrance and exit at the facility or area. Monitors will supervise the event, encourage legal and moderate drinking behavior and ensure that any problems that arise are dealt with appropriately. A minimum of 60% of monitors must be smart served trained
- 3.1.6 The monitors, bartenders and servers will not be under the influence of alcohol at any time during the event while on duty.



3.1.7 The permit holder will provide the Town of Erin a list of bartenders (with verified current SMART Serve certificate), servers and monitors a minimum of 24 hours before the event. The permit holder will require that all bartenders serving at the Erin Community Centre, Centre 2000, Hillsburgh Community Centre, Balinafad Community Centre, Hillsburgh Sports Fields, and McMillan Park will be trained in the SMART Serve Program. In all other areas designated for conditional use of alcohol, at least 60% of the bartenders, servers and monitors will be trained in the SMART Serve, with a minimum of 1 SMART Serve trained bartender serving at all times.

### 3.2 Category: Sale of Alcohol

3.2.1 When tickets are sold for alcoholic beverages, there will be a limit of 4 per person at one time. Discounts will be not offered for the volume purchase of tickets. There must be a minimum of 1 SMART Serve trained ticket seller per 150 participants, with a minimum of 60% of the ticket sellers being SMART Serve trained.

3.2.2 All bottles must stay within the bar area. All drinks must be served in disposable paper or plastic cups

3.2.3 At a cash bar, each person will be limited to a purchase of 4 drinks at a time. Discounts will not be offered for the volume purchase of alcoholic beverages.

3.2.4 A sign will be posted at the bar and at the ticket counter stating the law on serving to intoxication.

3.2.5 The ticket sellers will refund any unused tickets for alcoholic beverages during the event. A sign will be posted to this effect.

3.2.6 Ticket sales and ticket refunds will be handled until 30 minutes before the end of the event.

3.2.7 There will be no last call made by event organizers. Entertainers/D.J's will be told that there will be no last call announcement.

3.2.8 Permit holder for public events (or event sponsor) is not to consume alcohol while the event is in progress

3.2.9 All event workers must wear highly visible identification approved by the Town of Erin management

### 3.3 Category: Low Alcohol and Non-Alcoholic Options

3.3.1 The permit holder must show to the satisfaction of the Town of Erin representative that at least 30% of the alcoholic beverages offered consist of low alcohol options (i.e. low alcohol beer or 2.5 % beer). These options will be highlighted by either displaying the bottles or by posting the options.

- 3.3.2 The permit holder will ensure that the portion of spirits served and the price will be posted at the ticket counter.
- 3.3.3 Non-alcoholic drinks will be available throughout the event. A sign will be posted identifying that low alcohol and non-alcoholic beverages are available at the event.
- 3.3.4 No extra strength beer (over 5%) will be made available
- 3.3.5 In all municipal facilities where children and youth are allowed entry, advertising that promotes alcohol products or alcohol brand names is prohibited

#### 3.4 Category: Accountability

- 3.4.1 The Town of Erin will post a sign, stating the telephone number for the Municipal Office: If there are concerns regarding alcohol consumption during the event, they should be directed to the manager on duty or the designated person in charge
- 3.4.2 The permit holder will obtain a minimum of one million dollars liability insurance, two weeks prior to the event.
- 3.4.3 For large public events The Town of Erin reserves the right to hire at least 2 police officers or security personnel during an event with the sponsoring group or individual paying the cost for added security
- 3.4.4 The following signs or posters will be posted (samples of signs attached)
  - a) Intoxication Statement
  - b) Statement of Accountability
  - c) Safe Transportation
  - d) Ticket Sale Limit
  - e) Statement of Acceptable ID
  - f) Restricted Areas

#### 3.5 Category: Safe Transportation

- 3.5.1 The permit holder will be responsible for promoting safe transportation options for all the drinking participants. Examples of safe transportation options are:
  - a) designated drivers selected from non-drinking participants at the event;
  - b) designated drivers provided by the sponsoring group;
  - c) taxi paid either by the sponsoring group or the participant; or
  - d) buses chartered by the sponsoring group.

### 3.6 Category: Other

- 3.6.1 The Town of Erin reserves the right to introduce other conditions from time to time at its discretion

## SECTION 4

### ENFORCEMENT PROCEDURES FOR POLICY VIOLATION AND INFRACTIONS

#### 4.1 Areas Where Alcohol is Prohibited

- 4.1.1 A violation of this policy occurs when individuals consume alcohol in a facility or area where alcohol consumption is prohibited. Group members, staff and the local authorities may intervene if there is a policy violation.
- 4.1.2 A group member may intervene by informing the offending individual(s) that the alcohol policy prohibits alcohol consumption and asking that the violation stop. Group members should feel encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and legal charges.
- 4.1.3 Event workers must report any infraction of this policy to the designated Town of Erin staff as soon as possible or within 24 hours of the occurrence. Event workers will need to fill out an incident report form to report the infraction
- 4.1.4 Event workers must report any infraction of this policy to the police whenever they believe such action is needed.
- 4.1.5 The designated municipal staff will take steps to ensure the policy violation stops. Staff members will ask that the consumption of alcohol stop or they can ask the individual violator or organized group to leave the facility or area depending on the circumstances and the nature of the violation (especially if there is the potential for harm, for loss of enjoyment by non-drinkers, or for complaints). Should individuals or group members fail to comply the staff member can call police for enforcement.
- 4.1.6 The designated municipal staff must close down an event when there are infractions of the Municipal Alcohol Policy or Liquor License Act previously requested for correction, but that are not corrected by the permit holder.
- 4.1.7 When participants are found to be drinking alcohol in restricted areas such as changing rooms, municipal staff will step in and ask them to stop. If illegal drinking continues, police are to be called.
- 4.1.8 The Town of Erin senior staff will review all reported infractions at their next STM. The CAO or Recreation Supervisor will send a registered letter to the permit holder, describing the problem, indicating that no further violations will be tolerated and possibly cancelling further rental permits depending on severity of the infraction. This decision may be made in consultation with the Liquor License Inspector, the Police or at council's discretion. Penalized groups must be able to demonstrate to municipal staff that they will follow all policy regulations if they want to contract future functions or permits in Town of Erin Facilities.

- 4.1.9 Should contracted members of a group violate the policy after receiving a warning letter, their security deposit will be forfeited and they may be required to appear before Council or its representative.
- 4.1.10 If a violation occurs after a contracted group's security deposit is forfeited, the group will be suspended from use for a minimum of one year. A registered letter will be sent to the group and they will be required to appear before Council or its representative for reinstatement.
- 4.1.11 If the group is a non-contracted renter, the ice-surface lights will be turned off and the police notified. Policy violators will be removed.
- 4.1.12 A member of the local police may intervene in a violation of this policy on his or her initiative or in response to a request either from any staff member or a member of the general public. The police officer will ask that the alcohol consumption stop, or can order the individuals or organized group to leave the facility or area. In addition, the officer may, at his or her discretion, lay charges against the offending individuals under the Liquor License Act of Ontario or any other relevant legislation. The police have the right to seize any alcohol that is used in the commission of an offence under the Liquor License Act.
- 4.2 Areas Where Alcohol is Permitted
- 4.2.1 A violation of this policy occurs when the Special Occasion Permit holders fail to comply with the conditions of the Liquor License Act of Ontario or the Alcohol Policy. Participants, staff, local authorities and an Inspector of the Liquor License Board of Ontario may intervene if there is a policy violation.
- 4.2.2 A member of the organizing group or the designated monitor(s) may intervene by informing the offending individual(s) of the policy violation and asking that it stop. Group members and monitors should feel encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and legal charges.
- 4.2.3 The permit holder is responsible for determining if assistance is needed in enforcing the Alcohol Risk Management Policy, conditions of the Special Occasion Permit, or the Liquor License Act. The permit holder is responsible for requesting support from the appropriate authorities including local police and the designated Town of Erin staff person
- 4.2.4 A Town of Erin staff member will take steps to ensure the policy violation stops. Depending upon the severity of the policy infraction, the organizers of the event may be asked to stop the violation or they may be closed down. Should the organizers fail to comply, the police may be called for enforcement.
- 4.2.5 Where the Special occasion Permit holders have violated the alcohol policy, and have been notified of the violation, they may receive a registered letter advising of the violation, and indicating that no further violations will be tolerated. Some violations are serious enough to warrant immediate shut down or denial of access. This decision may be made by the Liquor License Inspector, police or at the Town of Erin's discretion

- 4.2.6 Should members of a group violate the policy after receiving a warning, the security deposit will be forfeited and they may be required to appear before Council or its representative
- 4.2.7 If a violation occurs after a group's security deposit is forfeited; the group will be suspended from use for a minimum of one year. A registered letter will be sent to the group and the group will be required to appear before Council or its representative for reinstatement.
- 4.2.8 A member of the local Police or an Inspector from the Liquor License Board of Ontario may intervene in a violation of this policy on his or her initiative, or in response to a request from either any staff member or a member of the general public. Depending upon the severity of the infraction, charges may be laid under the Liquor License Act of Ontario or any other relevant legislation. The police have the right to seize any alcohol used in the commission of an offence under the Liquor License Act of Ontario.

## SECTION 5

### POLICY SUPPORT

- 5.1.1 After adopting the policy the Senior Staff Team will design and implement a strategy using Policy Implementation Planning form from the MAP Guide toolkit to orient all municipal staff, Council members, and community user groups to the policy requirements and promote the policy to the community at large.
- 5.1.2 Based on information gathered from event organizers, facility staff and event participants, an ad hoc team shall review this policy annually.

## APPENDIX A

## SPORTS ACTIVITY AGREEMENT FORM

As contact person for:

\_\_\_\_\_  
Team Name (print)\_\_\_\_\_  
Contact name (print)\_\_\_\_\_  
Telephone Number

1. I have received and reviewed a copy of the Town of Erin's Alcohol Risk Management Policy.
2. I understand that alcohol cannot be consumed in Town of Erin facilities and areas in compliance with the Liquor License Act of Ontario and the municipal Alcohol Risk Management Policy.
3. I understand that if any member of my team is consuming alcohol in these facilities or areas, a registered letter of warning may be issued advising of the policy violation and indicating that no further violations will be tolerated. Independent action can be taken by the local police force and the Liquor License Board, at its discretion.
4. I understand that if any member of my team violates the policy within one year of receiving a warning, our group may forfeit its security deposit or may be suspended from using any Town of Erin facility or area for a minimum period of one year.
5. If violation occurs after forfeiting the security deposit, my group will be suspended for a minimum of one year.
6. I will not allow anyone to compete if I suspect he or she is intoxicated or may otherwise be incapable of participating safely.
7. Prior to the use of these facilities, I will provide the Town of Erin with the names and addresses of the team captains so that a brochure outlining the policy can be sent to them.

\_\_\_\_\_  
Town of Erin Representative Signature\_\_\_\_\_  
Contact Signature

Date \_\_\_\_\_

## APPENDIX B

## AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDERS

- L I have received and reviewed a copy of the Town of Erin's Alcohol Risk Management Policy.
2. I agree to adhere to the conditions of this Policy and the Liquor License Act of Ontario.
3. I understand that if an infraction of the Policy occurs, the Town may warn or seize the security deposit or suspend my organization from using the facilities for a minimum period of one year.
4. I understand I can be held liable for injuries and damages arising from failing to adhere to the Liquor License Act of Ontario, or from otherwise failing to take action that will prevent foreseeable harm from occurring.
5. I understand that the local police and a Liquor License Board Inspector can lay charges for infractions of the Liquor License Act of Ontario or other relevant legislation.
6. I agree to obtain the appropriate insurance at least two weeks prior to the event.

---

 Town of Erin Representative Signature

---

 Contact Name (print)

---

 Contact Signature

---

 Date

---

 Telephone Number

## APPENDIX C

### GUIDELINES FOR SPECIAL OCCASION PERMIT HOLDERS

As the contact person for a Special Occasion Permit, your group can be held liable, among other things, for injuries and damages arising from failing to adhere to the Liquor License Act of Ontario. These conditions include serving someone to intoxication, serving someone who already is intoxicated, serving minors, failing to prevent impaired individuals from driving, failing to prevent impaired individuals from participating in potentially dangerous events, and failing to adequately manage rowdy or intoxicated patrons.

1. Monitor the entrance with two people, aged 19 *or* over. This allows staff to screen for identification and to ensure underage, intoxicated, rowdy or potentially troublesome patrons are not allowed entrance. It is easier to prevent problems if such people are not admitted to your event.
2. Cover each exit with an additional monitor, aged 19 or over. This allows you to take reasonable steps to prevent impaired people from driving. These reasonable steps can include using a designated driver either from the non-drinking participants at the event or from your group of helpers. Alternatively, it can consist of a chartered bus paid by the group for the occasion, if these efforts fail, staff may attempt to detain impaired drivers and call the police.
3. In order to reduce levels of intoxication and the rate of consumption, staff should encourage patrons to consume food, low alcohol beverages, and non-alcoholic beverages.
4. In order to reduce the risk of intoxication refund unused tickets, avoid serving oversize drinks, double shots or spirits, or beer in pitchers. Do not allow drinking contests, volume discounts, or other marketing practices which encourage increased alcohol consumption.
5. Ensure the facility is adequately lighted, signs are visible, and stairs are clear. As the occupier of the premises, your group is required to ensure the physical setting is safe for both drinkers and non-drinkers. Take extra precautions in regards to stairs, balconies, elevators, swimming pools, skating rinks and other areas that pose special risks. Your group may be held liable if an accident occurs due to the physical set-up of the facility or area.
6. Prevent patrons from engaging in activities that pose potential risks of harm to themselves or others. As the organizer, you must take reasonable steps to prevent foreseeable harm whether patrons are intoxicated or not.
7. Do not contravene the Liquor License Act by serving minors, intoxicated patrons, or be serving to intoxication. Ensure that serving staff know the signs of intoxication and are prepared to cut off patrons.
8. Support serving staff in adhering to the Liquor Licensed Act by allowing them the flexibility to offer discounts on food or non-alcoholic drinks. Managers should give servers the power to deny alcohol service to any patron and management will support the servers' decision. By allowing this discretionary power, staff can defuse potentially troublesome incidents when patrons should not be served any more alcohol.
9. If an alcohol related violation occurs, act promptly to rectify the situation and restore adherence to the Liquor License Act. Whenever the Act is violated at your event, you are at risk of being charged. Even if no charge is laid, the fact that the Liquor License Act has been violated can be used to undermine your defense in any civil suit.



## APPENDIX D

### RATIONALE

#### Rationale for Section 3.1: Control

The Special Occasion Permit holder and the facility owner need to be alerted to the potential liability and attendant responsibility to prevent participants from becoming intoxicated and protect them from foreseeable harm.

In order to provide a safe environment and control behavior, event organizers must supervise entrances and exits. By controlling entry, underage, intoxicated, rowdy or unauthorized people can be prevented from entering an event. This will considerably reduce the likelihood of a problem occurring.

By providing the facility owner with a list of bartenders, servers and monitors, those who previously have over-served, served minors, and served intoxicated patrons can be asked not to participate in the event. A facility owner who failed to take such steps would be in a far more precarious legal position in any subsequent suit.

If injuries result from an event, the facility owner can be held liable and prosecuted under the Liquor License Act, regardless of any agreement with the permit holder.

#### Rational for Section 3.2: Sale Of Alcohol

By limiting the number of tickets or drinks participants can purchase at one time, the ticket sellers, monitors, bartenders and servers are provided with more opportunities to observe participants for signs of intoxication. Table consumption can be moderated by not selling rounds of large numbers of tickets - strips of twenty, for example.

#### Rational for Section 3.3: Low Alcohol and Non-Alcoholic Options

Low alcohol beverages help prevent intoxication by providing responsible consumers with an opportunity to consume less alcohol and avoid becoming intoxicated while providing servers with a substitute drink for those nearing intoxication. A patron consuming a regular beer (at 5% alcohol) could drink two "extra light" beers (at 2.5% alcohol) to ingest the same amount of alcohol. Similarly, "light" beer (at 4% alcohol) Represents a 20% reduction in alcohol intake.

#### Rational for Section 3.4: Accountability

While the local authorities and Liquor License inspectors are informed of the date and place of the special occasion function, they do not always have an opportunity to drop in and check on the operation of the event. The signs serve notice to the permit holder that while enforcement personnel may not be present the entire time, concerned participants will know where to lodge a complaint. This can facilitate early correction of potentially risky situations.

If an individual is injured, and if the Town of Erin were to be found 'jointly and severally' liable, the Town could end up paying the total judgment should the Special Occasion Permit holder be uninsured or inadequately insured. In addition to costing the municipality to settle the award, a municipality might have difficulty obtaining continued insurance coverage.

#### Rational for Section 3.5: Safe Transportation

The risk of liability is high when an impaired driver leaves an alcohol related event. Event organizers must assume responsibility for promoting safe transportation for all drinking participants. Safe transportation options are essential since the only way to sober up an impaired person is with time. Coffee provided at the end of the evening only turns a sleepy drunk into a wide awake drunk and still unable to drive.

SCHEDULE B  
To By-Law \_\_\_\_\_

AREAS DESIGNATED WHERE ALCOHOL USE IS PROHIBITED

Carberry Park Hill Street Park

Lions Park - Hillview Avenue

Village Walking Trail System

Athenwood Parkette

Mountainview Parkette

Riverside Park Erin

Heritage Parkette Hillsburgh

McMillan Park Erin

AREAS DESIGNATED FOR CONDITIONAL USE OF ALCOHOL

Erin Township Tennis Club

Erin Community Centre and Arena

Centre 2000 and Theatre

Hillsburgh Community Centre and Arena

Balinafad Community Centre

Victoria Park Hillsburgh

Town of Erin Municipal Office

Town of Erin Public Works and Water Facilities

Barbour Sports Fields Hillsburgh

Jim Bailey Ball Park Balinafad

Hillsburgh Municipal Fire Hall

Erin Village Municipal Fire Hall

## **Statement on Intoxication**

The Town of Erin strives to provide recreation facilities for the enjoyment of all members of the community.

Servers are required by law not to serve an intoxicated person and not to serve anyone to the point of intoxication.

Low-alcohol beverages, coffee, soft drinks, and food items must be available.

## **Safe Transportation**

The Ontario Provincial Police "Reduce Impaired Driver Everywhere" (RIDE) Program thanks you for helping to reduce impaired driving in the Town of Erin.

We look forward to personally thanking you at one of our spot checks for leaving this event a sober driver.

# Report an Event Issue

Town of Erin

Permit holder: \_\_\_\_\_

Rental group: \_\_\_\_\_

Ontario Provincial Police: 519-843-4240

Municipal Office: 519-855-4407

Alcohol and Gaming Commission of

Ontario: 1-800-522-2876

# **Alcohol-free Area**

**Alcohol is not  
permitted in this area.**

## **Ticket Sale Limit**

No more than 4 tickets per purchase per person.

Unused tickets can be fully refunded

Ticket sales end at 12:30 a.m.

## **Acceptable ID**

In the Town of Erin you must be 19 years or older to attend a Special Occasion Permit Event. The only acceptable proof of age is photo identification.

Exceptions may be made in the case of a family occasion such as a wedding or an anniversary. However, alcohol must not be served to people under 19 years old.



## POLICY SUPPORT

- After adopting the policy, the Senior Staff Team will design and implement a strategy using the Policy Implementation Planning Form attached (from the MAPG toolkit) to orient all municipal staff, Council members and community user groups to the policy requirements and promote the policy to the community at large
- Based on information gathered from event organizers, facility staff and event participants an ad hoc team shall review this policy annually

Hello Graham,

I have reviewed and scored the revised version of the ARMP that you sent on March 30<sup>th</sup>. I am pleased to inform you that the policy now scores 100/100. This means that it includes all of the recommended provisions as outlined in the MAP Guide Toolkit.

The only other recommendation I would make is that I think you can delete clause 3.4.4 as it is covered earlier in 3.1.2.

If you have any more questions about the policy, or would like some support with any of the following items, please don't hesitate to ask:

- Presenting to your council
- Sharing any local alcohol-related information
- Assisting with the development of your implementation plan

It has been a pleasure working with you on this.

Thank you,

**Amy Estill**, MSc, BHSc  
Health Promotion Specialist  
Wellington-Dufferin-Guelph Public Health Unit  
T: 1-800-265-7293 ext. 4363  
[amy.estill@wdgpublichealth.ca](mailto:amy.estill@wdgpublichealth.ca)



## Staff Report

**Report #:** 2016-Rec-003

**Date:** April-7-16

**Submitted By:** **Graham Smith RRFA/CIT Supervisor of Recreation Facilities**

**Subject:** Recreation Assets

### Recommendations:

**Be it resolved that** Council permit the Supervisor of Parks and Recreation Facilities to sell or dispose of assets that the Town of Erin and Recreation department replace, deem no longer useful or are required through Government On line Auctions.

### Background:

During the budget process recommendations to replace certain recreation assets found staff asking what to do with the old assets if they are not traded in. Often these assets use valuable space and storage space. In 2015 Town staff found pieces of equipment that was no longer valuable, used or needed in the recreation department.

A Town of Erin account was set up for on-line Government Auctions and was quite successful in selling and removing the old assets from our department.

In 2016 Recreation staff has identified other items in our department that are being replaced or disposed of.

The items currently on our list are as follows

- 1) Town Recreation Pick-up Truck (being replaced is 2016)
- 2) 200 plus banquet chairs (being replaced is 2016)
- 3) Cinema equipment including the 35 MM projector and make up table
- 4) John Deere snow plow

The benefits of selling these items through an on-line Government auction are the items sell fast, the buyers is responsible for removal costs and the auction is North America wide.

**Financial Impact:**

Unknown revenues will be generated through the on-line auction for the recreation department however minimum bids can be pre-set for items of great value.

The recreation department will not have to pay for disposal of items that can be sold that were previously being sent to landfill.

**Consultation:**

Through discussions with the CAO Kathryn Ironmonger it was discussed that Council should be made aware of assets being put up for auction.

Town staff has met with a sales rep from a Government on line Auction site and have set up an account for the Town of Erin to sell approved assets.

**Conclusion:**

That Council allow the Supervisor of Parks and Recreation to sell assets no longer needed through an on-line Government Auction site

**Appendices:**

Bill of Sales and Bid History of 3 items sold on Auction in 2015

[Print](#) | [Email](#) | [Close](#)



**Erin, ON  
14 Boland Dr  
Erin, ON N0B 1T0**

**Bill of Sale Date:** 01/07/2016

**Bill of Sale Number:** 172016

**Asset ID:** 3

**Inventory ID:** 3

**Description of Property**

Trackless Mower Deck

**Award Amount**

4105.00

**Asset Information**



**Year:**           **Make/Brand:**           Trackless           **Model:**   M10   **VIN/Serial:**   304  
**Meter:**       **Title Restriction:**

**Sale Information**

**\* Actual Sold Amount:**   C \$4,105.00  
**Other Amount:**           C \$0.00  
**\* Buyer's Premium:**     C \$205.25  
**Tax Amount:**            C \$560.33  
**Total Amount:**         C \$4,870.58

**Paid On:** 01/08/2016 by Credit Card

**Other Amount Description:**

**Tax Rate:** HST: 13%

**\* Taxable Items  
GovDeals HST #:  
845281336RT0002**

Briarcreek Properties  
Inc.  
P. O. Box 827  
Metter, GA 30439 USA  
mercferm@pineland.net  
9126180101

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

**Buyer/Agent Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Vehicle Auctions Only: Sold Under Dealer: LSI Liquidity Services Canada LTD -  
O/A GovDeals Canada - 5368543

I agree that this motor vehicle sold under this contract is being sold 'as is' and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the buyer's expense. It may not be possible to register the vehicle to be driven in its current condition. The winning bidder will be

required to  
take the ownership and Bill of Sale to a Service Ontario branch and transfer  
ownership before  
vehicle can be removed from property.

ALL SALES FINAL

PURCHASERS INITIALS: \_\_\_\_\_

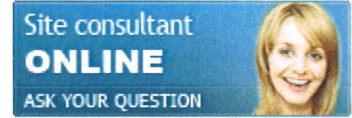
SALESMAN NAME: Peter Johns - Registration #: 5374426

SALESMAN INITIAL: \_\_\_\_\_



**Erin, ON**  
**Graham Smith**

**Log Out**  
**(Logout.cfm)**  
timeout in 59:45



([https://chat.govdeals.com/chat?locale=en&group=3&name=Graham Smith&info=Graham Smith, Erin, ON \(8302\)](https://chat.govdeals.com/chat?locale=en&group=3&name=GrahamSmith&info=Graham%20Smith,%20Erin,%20ON%20(8302))))

### Bid History

Auction Start Date: 12/16/2015 11:13 AM  
Auction End Date: 01/07/2016 7:06 PM  
Asset ID: 3

Userid	Bid Date/Time	Bid Amount
b*****k	01/07/2016 7:01:52 PM	\$4,105.00
r*****t	01/07/2016 7:01:52 PM	\$4,100.00
b*****k	01/07/2016 6:58:46 PM	\$3,897.00
e*****1	01/07/2016 6:58:46 PM	\$3,892.00
e*****1	01/07/2016 6:57:28 PM	\$3,825.00
b*****k	01/07/2016 6:57:28 PM	\$3,820.00
e*****1	01/07/2016 6:57:09 PM	\$3,715.00
b*****k	01/07/2016 6:57:09 PM	\$3,710.00
e*****1	01/07/2016 6:56:26 PM	\$3,505.00
b*****k	01/07/2016 6:56:26 PM	\$3,500.00
b*****k	01/07/2016 6:55:01 PM	\$3,105.00
p*****8	01/07/2016 6:55:01 PM	\$3,100.00
b*****k	01/07/2016 6:54:10 PM	\$3,055.00
p*****8	01/07/2016 6:54:10 PM	\$3,050.00
b*****k	01/07/2016 6:49:00 PM	\$3,030.00
e*****1	01/07/2016 6:49:00 PM	\$3,025.00
e*****1	01/07/2016 6:48:17 PM	\$3,005.00
b*****k	01/07/2016 6:47:28 PM	\$3,000.00
p*****8	01/07/2016 6:47:28 PM	\$3,000.00
b*****k	01/07/2016 6:46:55 PM	\$2,860.00
e*****1	01/07/2016 6:46:55 PM	\$2,855.00
e*****1	01/07/2016 6:46:37 PM	\$2,755.00
b*****k	01/07/2016 6:46:37 PM	\$2,750.00
e*****1	01/07/2016 6:46:20 PM	\$2,505.00
b*****k	01/07/2016 6:46:20 PM	\$2,500.00
e*****1	01/07/2016 6:46:12 PM	\$2,205.00
p*****8	01/07/2016 6:46:12 PM	\$2,200.00
e*****1	01/07/2016 6:46:04 PM	\$2,125.00
r*****t	01/07/2016 6:46:04 PM	\$2,120.00
r*****t	01/07/2016 6:45:54 PM	\$2,105.00
p*****8	01/07/2016 6:45:54 PM	\$2,100.00
r*****t	01/07/2016 6:45:39 PM	\$2,005.00

p*****8	01/07/2016 6:45:39 PM	\$2,000.00
r*****t	01/07/2016 6:45:22 PM	\$1,905.00
p*****8	01/07/2016 6:45:22 PM	\$1,900.00
r*****t	01/07/2016 6:45:07 PM	\$1,805.00
p*****8	01/07/2016 6:45:07 PM	\$1,800.00
r*****t	01/07/2016 6:44:52 PM	\$1,755.00
p*****8	01/07/2016 6:44:52 PM	\$1,750.00
r*****t	01/07/2016 6:44:31 PM	\$1,705.00
p*****8	01/07/2016 6:44:31 PM	\$1,700.00
r*****t	01/07/2016 6:43:57 PM	\$1,605.00
p*****8	01/07/2016 6:43:57 PM	\$1,600.00
r*****t	01/07/2016 8:13:34 AM	\$1,505.00
b*****k	01/07/2016 8:13:34 AM	\$1,500.00
b*****k	01/06/2016 7:13:45 PM	\$1,255.00
p*****8	01/06/2016 7:13:45 PM	\$1,250.00
p*****8	01/06/2016 7:13:00 PM	\$1,205.00
b*****k	01/06/2016 7:13:00 PM	\$1,200.00
p*****8	01/06/2016 7:12:23 PM	\$1,172.00
b*****k	01/06/2016 7:12:23 PM	\$1,167.00
p*****8	01/06/2016 7:09:27 PM	\$1,162.00
n****2	01/06/2016 7:09:27 PM	\$1,157.00
n****2	01/06/2016 7:08:48 PM	\$1,105.00
p*****8	01/06/2016 7:08:48 PM	\$1,100.00
n****2	01/06/2016 7:07:51 PM	\$1,005.00
p*****8	01/06/2016 7:07:51 PM	\$1,000.00
n****2	01/05/2016 2:49:33 PM	\$885.00
v*****m	01/05/2016 9:31:31 AM	\$880.00
j*****a	01/04/2016 3:59:55 PM	\$875.00
n****2	01/04/2016 3:59:55 PM	\$872.00
j*****a	01/02/2016 7:15:51 PM	\$864.00
n****2	01/02/2016 7:15:51 PM	\$859.00
n****2	01/02/2016 7:15:12 PM	\$850.00
j*****a	01/02/2016 7:15:12 PM	\$845.00
n****2	01/02/2016 7:14:21 PM	\$835.00
j*****a	01/02/2016 7:14:21 PM	\$830.00
n****2	01/02/2016 7:09:42 PM	\$820.00
j*****a	01/02/2016 7:09:42 PM	\$815.00
n****2	01/02/2016 7:08:48 PM	\$810.00
j*****a	01/02/2016 7:08:48 PM	\$805.00
n****2	01/02/2016 7:08:05 PM	\$795.00
j*****a	01/02/2016 7:08:05 PM	\$790.00
n****2	12/31/2015 1:31:52 PM	\$785.00



j*****a	12/31/2015 1:31:52 PM	\$780.00
n*****2	12/31/2015 1:28:39 PM	\$775.00
j*****a	12/31/2015 1:28:39 PM	\$770.00
n*****2	12/25/2015 9:29:32 PM	\$755.00
a*****3	12/25/2015 9:29:32 PM	\$750.00
a*****3	12/24/2015 7:28:09 PM	\$730.50
n*****2	12/24/2015 7:28:09 PM	\$725.50
n*****2	12/24/2015 7:27:46 PM	\$705.00
a*****3	12/24/2015 7:27:46 PM	\$700.00
n*****2	12/24/2015 7:25:59 PM	\$655.00
a*****3	12/24/2015 7:25:59 PM	\$650.00
a*****3	12/24/2015 7:25:42 PM	\$630.30
n*****2	12/24/2015 7:25:42 PM	\$625.30
a*****3	12/21/2015 8:30:56 PM	\$605.00
o**c	12/21/2015 8:30:56 PM	\$600.00
o**c	12/18/2015 9:31:55 AM	\$505.00
d*****0	12/18/2015 9:31:55 AM	\$500.00
o**c	12/18/2015 9:31:35 AM	\$455.00
d*****0	12/18/2015 9:31:35 AM	\$450.00
o**c	12/18/2015 9:31:19 AM	\$405.00
d*****0	12/18/2015 9:31:19 AM	\$400.00
o**c	12/18/2015 9:31:04 AM	\$372.00
d*****0	12/18/2015 9:31:04 AM	\$367.00
o**c	12/17/2015 6:36:15 PM	\$362.00
j*****m	12/17/2015 6:36:15 PM	\$357.00
j*****m	12/17/2015 3:21:51 AM	\$205.00
f*****1	12/17/2015 3:21:51 AM	\$200.00
f*****1	12/16/2015 12:57:44 PM	\$100.00

For Support, contact your CSR: Peter Johns (mailto:pjohns@govdeals.ca) (416-460-4500) or call Site Map (index.cfm? 1-800-613-0156 from 9 am - 6 pm ET or email Support (mailto:clientservices@govdeals.com). fa=Main.SiteMap)

Acct ID: 8302 - P2B

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**Erin, ON**  
**14 Boland Dr**  
**Erin, ON N0B 1T0**

**Bill of Sale Date:** 01/07/2016

**Bill of Sale Number:** 172016

**Asset ID:** 2

**Inventory ID:** 2

**Description of Property**

2004 Chevrolet Work Truck Long Bed 4WD - See Video

**Award Amount**

2680.00

**Asset Information**



**Year:** 2004

**Make/Brand:** Chevrolet **Model:** Silverado 1500

**VIN/Serial:** 1GCEK14X24Z130859

**Meter:** 195144 Kilometers (Accurate?: Yes)

**Title Restriction:**

**Sale Information**

**\* Actual Sold Amount:** C \$2,680.00

**Paid On:** 01/08/2016 by Credit Card

**Other Amount:** C \$0.00

**Other Amount Description:**

**OMVIC Fee:** C \$10.00

**Tax Rate:** HST: 13%

**\* Buyer's Premium:** C \$134.00

**Tax Amount:** C \$365.82

**\* Taxable Items**

**Total Amount:** C \$3,189.82

**GovDeals HST #:**  
**845281336RT0002**

aba auto sales  
1726 Morton Line  
Cavan, ON L0A 1C0  
CAN  
dodgesrb@gmail.com  
7057453483

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

**Buyer/Agent Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Vehicle Auctions Only: Sold Under Dealer: LSI Liquidity Services Canada LTD - O/A GovDeals Canada - 5368543

I agree that this motor vehicle sold under this contract is being sold 'as is' and is not represented as being in road worthy condition,mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and

may  
require substantial repairs at the buyer's expense. It may not be possible to  
register  
the vehicle to be driven in its current condition. The winning bidder will be  
required to  
take the ownership and Bill of Sale to a Service Ontario branch and transfer  
ownership before  
vehicle can be removed from property.

ALL SALES FINAL

PURCHASERS INITIALS: \_\_\_\_\_

SALESMAN NAME: Peter Johns - Registration #: 5374426

SALESMAN INITIAL: \_\_\_\_\_



**Erin, ON**

**Graham Smith**

**Log Out  
(Logout.cfm)**  
timeout in 59:53



([https://chat.govdeals.com/chat?locale=en&group=3&name=Graham Smith&info=Graham Smith, Erin, ON \(8302\)](https://chat.govdeals.com/chat?locale=en&group=3&name=Graham%20Smith&info=Graham%20Smith,%20Erin,%20ON%20(8302))))

**Bid History**

Auction Start Date: 12/17/2015 3:05 PM  
Auction End Date: 01/07/2016 9:00 PM  
Asset ID: 2

Userid	Bid Date/Time	Bid Amount
d*****m	01/07/2016 7:49:43 PM	\$2,680.00
m*****n	01/07/2016 7:02:35 PM	\$2,670.00
m*****g	01/07/2016 5:55:42 PM	\$2,660.00
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d*****m	01/07/2016 5:54:54 PM	\$2,620.00
m*****g	01/07/2016 5:54:54 PM	\$2,610.00
d*****m	01/07/2016 5:54:28 PM	\$2,590.00
m*****g	01/07/2016 5:54:28 PM	\$2,580.00
d*****m	01/07/2016 5:25:13 PM	\$2,560.00
m*****g	01/07/2016 5:25:13 PM	\$2,550.00
m*****g	01/07/2016 3:53:59 PM	\$2,517.00
d*****m	01/06/2016 10:56:59 PM	\$2,507.00
m*****g	01/06/2016 10:56:59 PM	\$2,500.00
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d*****m	01/06/2016 9:21:40 AM	\$2,470.00
d*****m	01/06/2016 9:21:20 AM	\$2,460.00
m*****g	01/06/2016 9:21:20 AM	\$2,450.00
d*****m	01/06/2016 6:37:57 AM	\$2,305.00
q*****m	01/06/2016 6:37:57 AM	\$2,295.00
q*****m	01/02/2016 9:34:16 PM	\$2,160.00
j*****m	01/02/2016 9:34:16 PM	\$2,150.00
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d*****m	12/28/2015 12:23:12 PM	\$1,820.00
q*****m	12/21/2015 12:10:46 PM	\$1,710.00
p*****m	12/21/2015 12:10:46 PM	\$1,700.00
q*****m	12/21/2015 12:09:15 PM	\$1,610.00
p*****m	12/21/2015 12:09:15 PM	\$1,600.00
q*****m	12/18/2015 11:42:21 PM	\$1,510.00
p*****m	12/18/2015 11:42:21 PM	\$1,500.00
q*****m	12/18/2015 11:35:33 PM	\$1,260.00

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p*****m	12/18/2015 11:33:49 PM	\$1,000.00
q*****m	12/18/2015 6:11:08 PM	\$710.00
e*****w	12/18/2015 6:11:08 PM	\$700.00
q*****m	12/18/2015 9:32:41 AM	\$610.00
d*****0	12/18/2015 9:32:41 AM	\$600.00
q*****m	12/17/2015 7:11:32 PM	\$510.00
l**e	12/17/2015 5:08:07 PM	\$500.00

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Acct ID: 8302 - P2B

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**Erin, ON  
14 Boland Dr  
Erin, ON N0B 1T0**

**Bill of Sale Date:** 01/07/2016

**Bill of Sale Number:** 172016

**Asset ID:** 1

**Inventory ID:** 1

**Description of Property**

Lot of 150 plus Cushioned Banquet Chairs

**Award Amount**

328.00

**Asset Information**



**Year:**

**Make/Brand:**

**Model:**

**VIN/Serial:**

**Meter:**

**Title Restriction:**

**Sale Information**

**\* Actual Sold Amount:** C \$328.00

**Other Amount:** C \$0.00

**\* Buyer's Premium:** C \$16.40

**Tax Amount:** C \$44.77

**Total Amount:** C \$389.17

**Paid On:** 01/15/2016 by Credit Card

**Other Amount Description:**

**Tax Rate:** HST: 13%

**\* Taxable Items  
GovDeals HST #:  
845281336RT0002**

SAMUEL OJEMADA  
50 Airview Rd Unit 18  
Toronto, ON M9W 4P2  
CAN  
acquisition@mohigo.com  
4162745994

Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid.

Buyer/Agent Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Vehicle Auctions Only: Sold Under Dealer: LSI Liquidity Services Canada LTD -  
O/A GovDeals Canada - 5368543

I agree that this motor vehicle sold under this contract is being sold 'as is' and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the buyer's expense. It may not be possible to register the vehicle to be driven in its current condition. The winning bidder will be required to

take the ownership and Bill of Sale to a Service Ontario branch and transfer ownership before vehicle can be removed from property.

ALL SALES FINAL

PURCHASERS INITIALS: \_\_\_\_\_

SALESMAN NAME: Peter Johns - Registration #: 5374426

SALESMAN INITIAL: \_\_\_\_\_



**Erin, ON**  
**Graham Smith**

**Log Out**  
**(Logout.cfm)**  
timeout in 59:54



([https://chat.govdeals.com/chat?locale=en&group=3&name=Graham Smith&info=Graham Smith, Erin, ON \(8302\)](https://chat.govdeals.com/chat?locale=en&group=3&name=GrahamSmith&info=Graham%20Smith,%20Erin,%20ON%20(8302))))

### Bid History

Auction Start Date: 12/16/2015 11:15 AM  
Auction End Date: 01/07/2016 8:00 PM  
Asset ID: 1

Userid	Bid Date/Time	Bid Amount
s*****a	01/07/2016 2:08:31 PM	\$328.00
b*****1	01/07/2016 2:08:31 PM	\$326.00
b*****1	01/07/2016 2:00:36 PM	\$252.00
s*****a	01/07/2016 2:00:36 PM	\$250.00
s*****a	01/07/2016 1:58:16 PM	\$224.00
b*****1	01/07/2016 1:58:16 PM	\$222.00
b*****1	01/07/2016 1:57:59 PM	\$212.00
s*****a	01/07/2016 1:57:59 PM	\$210.00
b*****1	01/07/2016 1:37:30 PM	\$202.00
s*****a	01/07/2016 1:37:30 PM	\$200.00
s*****a	01/07/2016 12:05:41 AM	\$172.00
w*****s	01/07/2016 12:05:41 AM	\$170.00
w*****s	01/06/2016 8:13:40 PM	\$158.00
j*****m	01/06/2016 8:13:40 PM	\$156.00
w*****s	01/01/2016 3:09:53 PM	\$153.00
j*****m	01/01/2016 3:09:09 PM	\$151.00
w*****s	01/01/2016 3:09:09 PM	\$150.00
j*****m	01/01/2016 3:08:22 PM	\$122.00
w*****s	01/01/2016 3:08:22 PM	\$120.00
j*****m	01/01/2016 3:07:32 PM	\$112.00
w*****s	01/01/2016 3:07:32 PM	\$110.00
j*****m	12/17/2015 3:22:57 AM	\$102.00
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j*****m	12/17/2015 3:22:36 AM	\$12.00
f*****1	12/16/2015 1:05:26 PM	\$10.00

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Acct ID: 8302 - P2B





## Staff Report

**Report #:** Rec - 2016-001

**Date:** April-4-16

**Submitted By:** **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

**Subject:** 2016-2017 Recreation Rates

### Recommendations:

**Be it resolved that** Council directs staff to bring forward a by-law to adopt the proposed rates schedule for Town of Erin Recreation Facilities effective June 01<sup>st</sup> 2016 until May 31<sup>st</sup> 2017.

### Background:

Facility rates were discussed and notice was given during the 2016 budget process for the rental facilities in the recreation department. During the discussions, a suggestion was made to review facility rates from neighbouring & similar sized communities to insure Town of Erin rates were fair and affordable. The review showed that the majority of the Town of Erin recreation facility rates on average are at market value.

During the review it was noticed that other communities small and large were charging capital surcharges and also surcharges based on types of events and holidays. Administrative fees are also fees charged by some municipalities to rent facilities.

Previous Councils have approved rate increases at 2 to 3 percent yearly however with projected increases for utility costs for 2016, an increase of 6% is recommended to be added to the 2015/16 rates schedule in the arenas, theatre and all room rentals. This rate increase is recommended because of increased utility cost our facilities will incur in 2016. It is also recommended that Town staff be able to negotiate prices for hard to sell rental times, special events and summer camps to help increase facility rentals.

A precedent of 2% increase has been set for the SRNS room since Centre 2000 opened and is recommended for 2016/17.

An increase of 3% is recommended to be added to the 2015/16 rates in the sports fields. It is also recommended that Town staff be able to negotiate prices for special events like tournaments and summer camps to help increase facility rentals in the sports fields and parks.

The anticipated 12% increase in hydro rates in 2016 will affect those activities that need or require extra hydro use for their rentals. For areas that utilize lights as an extra for their rentals like Ball Diamonds and soccer Fields a 12% rate increase for hydro rates is recommended for those rentals.

The rates for public skating, shiny and advertising remain unchanged and are to be revisited during the budget process for 2017 and the Recreation Master Plan.

Reduced Banquet room rental rates for Non-profit groups have been added to the rates schedule to promote and increase use from community groups for special events and fundraisers in the Banquet Rooms.

A further recommendation is to expand the capital surcharges to include all rental facilities not just ice rentals. The surcharge recommendation ranges on the type of rental from \$5 to \$10 per hour up to \$25 to \$50 flat fee per day for larger events.

A facilities rates schedule is attached for the following Town of Erin Recreation facilities

- 1) Centre 2000/Erin Community Centre
- 2) Hillsburgh Community Centre
- 3) Hillsburgh Sports Fields

The recreation department will also be looking at ways to save on utility costs and facility costs during 2016, as well as ways increase revenues by developing programs to utilize facilities during dark hours. Some ideas will be implemented as part of our budget management however some programs and events ideas will need Council approval before they can be implemented.

The recreation master plan being completed in 2017 will examine recreation rates, surcharges, administrative fees and community recreation needs. This master plan should be able to offer a more in-depth review of recreation costs and fees with future facility rates recommendations.

**Financial Impact:**

The financial impact is a 6% increase of rental fees at Arenas, Community Centre room rentals and theatre, 2% increase for SRNS, 3% for sports fields and 12% for activities requiring outdoor lighting and remains in effect until May 31<sup>st</sup> 2016

**Consultation:**

Consultation of rates schedules in neighbouring municipalities as well as similar sized communities as well as services offered for those rates.

We are confident Town of Erin Recreation rates offered to our customers and potential users are flexible and affordable compared to other surrounding municipalities and other private rental facilities.

**Communications Plan:**

Rates will be posted on the recreation portion of the town's website.

Rates will be sent to customers through emails and rental confirmations/contracts.

Rates will also be posted and available on the new on-line booking program being purchased in 2016.

Copies of our rates are available upon request

**Conclusion:**

We conclude by asking Council to approve the attached Recreation rates schedule for the 2015/16 season effective June 01<sup>st</sup>, 2016 through to May 31<sup>st</sup>, 2017

**Appendices:**

2016/17 Facility Rates for Town of Erin Recreation and Rental Facilities

# TOWN OF ERIN PARKS AND RECREATION PRICE LIST

			2016/2017 rates	
			RATES BEFORE TAX WITH INCREASE	FINAL RATES incl tax, increase, & surcharges
<b>Centre 2000 - Shamrock Room</b>				
<b>Capital Surcharge</b>				
<b>Included in all prices</b>	Flat Rate		\$ 25.00	\$ 28.25
	Hrly Rate		\$ 5.00	\$ 5.65
<b>Full Room includes Bar &amp; Dancing</b>				
(SURCHARGE INCLD)	Friday to Sunday	9:00 am to 1:00 am.	\$ 555.75	\$ 628.00
	Extra Charge	Bar until 2 am	\$ 92.92	\$ 105.00
<b>Full Room includes Bar &amp; Dancing</b>				
<b>Full Room includes Bar &amp; Dancing</b>	Friday to Sunday	9:00 am to 1:00 am.	\$ 442.48	\$ 500.00
(SURCHARGE INCLD)	Monday to Thursday	9:00 am to 1:00 am.	\$ 420.35	\$ 475.00
		Bar until 2 am Extra charge	\$ 92.92	\$ 100.00
<b>Upper Cafeteria Rental for Event</b>				
(SURCHARGE INCLD)	With Shamrock Room rental	Flat Fee	\$ 201.77	\$ 228.00
<b>Meeting or Parties Hourly Rate Fri.-Sun.</b>				
(SURCHARGE INCLD)	Fri.-Sun 9:00 am to 2:00 am.	Hrly Rate	\$ 92.92	\$ 105.00
<b>Meeting or Parties Hourly Rate - Mon. - Thurs.</b>				
(SURCHARGE INCLD)	Mon. to Thurs 9am to 2am.	Hrly Rate	\$ 79.65	\$ 90.00
<b>ALL Shamrock Room Full Rentals extra hours charged hourly plus surcharge</b>			\$ 92.92	\$ 105.00
<b>New Years Eve Rental</b>				
(SURCHARGE INCLD)	New years 9:00 am to 2:00 am.	Flat rate	\$ 821.24	\$ 928.00
	Excessive Clean up	Per hour rate	\$ 92.92	\$ 105.00
<b>Full Shamrock Room Senior Groups - 3 hour Flat Rate</b>				
(SURCHARGE INCLD)	Daytime per 3 hrs session	Sunday to Thurs	\$ 76.99	\$ 87.00
		Per hour rate	\$ 26.55	\$ 30.00
<b>Full Shamrock Room Not for profit fundraisers 5 hour Flat Rate</b>				
(SURCHARGE INCLD)	Any Day	Up to 5 hours	\$ 272.57	\$ 308.00
		per hour rate	\$ 57.52	\$ 65.00
<b>Non for Profit &amp; Minor Sports Dance (Bar until 1 am)</b>			\$ 423.01	\$ 478.00
<b>Minor Sports &amp; Not For Profits Poker/Card Tournament (Bar u</b>			\$ 378.76	\$ 428.00
<b>Bar open until 2 am extra</b>			\$ 92.92	\$ 105.00
<b>Meeting Rooms &amp; Lobby</b>				
<b>Either 1/2 of Shamrock Room or Upper Cafeteria or EWCS Rm and Back of Theatre</b>				
(SURCHARGE INCLD)	Any Time / Meeting only	Flat Fee max 3 hours	\$ 97.35	\$ 110.01
	Any Time / Meeting only	Meeting use per hour or each hour after 3 hours	\$ 44.25	\$ 50.00
<b>Lobby (registration)</b>				
(SURCHARGE INCLD)	Hourly Rate after 3 hr	Flat Rate	\$ 61.95	\$ 70.00
		Hourly or after each hour after 3 hrs	\$ 41.59	\$ 47.00
<b>Additional set up fee will be charged if initial set up needs changed</b>				
(SURCHARGE INCLD)		Per hour rate	\$ 70.80	\$ 80.00
<b>Clean up Fees above and beyond the accepted level</b>				
(SURCHARGE INCLD)		Per hour rate	\$ 92.92	\$ 105.00

# Theatre Usage and Theatre Community Room

## Theatre Capital Surcharge

		Flat Rate per 4 hours	\$ 17.70	\$ 20.00
		Hrly Rate	\$ 5.00	\$ 5.65

## Full Theatre Non-Resident

<small>(SURCHARGE INCLD)</small>	Sunday to Saturday	4 hour Max	\$ 679.65	\$ 768.00
	Sunday to Saturday	8 hour Max	\$ 986.73	\$ 1,115.00
	Sunday to Saturday	12 hour Max	\$ 1,513.27	\$ 1,710.00
	Sunday to Saturday	Weekly surcharge based on 12 hr daily rate included	\$ 4,814.16	\$ 5,440.00

## Full Theatre Local Non-Profit

<small>(SURCHARGE INCLD)</small>	Sunday to Saturday	4 hour Max	\$ 265.49	\$ 300.00
	Sunday to Saturday	8 hour Max	\$ 473.45	\$ 535.00
	Sunday to Saturday	12 hour Max	\$ 600.00	\$ 678.00
	Sunday to Saturday	Weekly	\$ 2,256.64	\$ 2,550.00

## Full Theatre Local

<small>(SURCHARGE INCLD)</small>	Sunday to Saturday	4 hour Max	\$ 351.33	\$ 397.00
	Sunday to Saturday	8 hour Max	\$ 592.92	\$ 670.00
	Sunday to Saturday	12 hour Max	\$ 787.61	\$ 890.00
	Sunday to Saturday	Weekly	\$ 3,512.39	\$ 3,969.00

## Theatre Rental overtime Hourly

<small>(SURCHARGE INCLD)</small>	Sunday to Saturday	Overtime per hour	\$ 92.92	\$ 105.00
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## Back of Theatre

<small>(SURCHARGE INCLD)</small>	Any day	3 hour max	\$ 97.35	\$ 110.01
		Hourly or over time per hour	\$ 44.25	\$ 50.00

## Centre 2000 Foyer

<small>(SURCHARGE INCLD)</small>	Any day	Bar Purposes Flat Fee	\$ 115.04	\$ 130.00
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## Stage/Riser Set up & Take down

<small>Surcharge \$25.00 included</small>	Any Day	Flat fee	\$ 181.42	\$ 205.00
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## Theatre Concession

<small>Surcharge \$25.00 included</small>	Any Day	Flat Fee	\$ 92.92	\$ 105.00
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# Centre 2000 Ball Diamond Rates

## Capital Surcharge

	Hrly Rate	\$ 5.00	\$ 5.65
	Daily Tournament Rate	\$ 25.00	\$ 28.25

## Ball Diamond Lights

	Ball Diamond Lights per hour	\$ 24.78	\$ 28.00
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## Clean up Fees above and beyond the accepted level

	Clean up Fee PER HR	\$ 92.92	\$ 105.00
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## Centre 2000 Baseball Diamond Local Adult Leagues

<small>(SURCHARGE INCLD)</small>	<b>Hourly Rates</b>	Practice (Incls \$5 surcharge)	\$ 32.74	\$ 37.00
	<b>Hourly Rates</b>	Game No Lights (Incls \$5 surcharge)	\$ 41.59	\$ 47.00
	<b>Hourly Rates</b>	Game With Lights (\$10 surcharge)	\$ 66.37	\$ 75.00
		Extra Lights per hour	\$ 24.78	\$ 28.00

## Centre 2000 Baseball Diamond Tournament Rates

<small>(SURCHARGE INCLD)</small>	One Day Tournament	\$ 305.31	\$ 345.00
	Two Day Tournament	\$ 522.12	\$ 590.00
	Three Day Tournament	\$ 623.89	\$ 705.00
	Lights per hours	\$ 24.78	\$ 28.00

## Minor Baseball

Surcharge to start 2017	<b>Hourly Rates</b>	Practice	\$ 16.81	\$ 19.00
	<b>Hourly Rates</b>	Game No Lights	\$ 28.32	\$ 32.00
	<b>Hourly Rates</b>	Lights per hour	\$ 24.78	\$ 28.00

## Hillsburgh Diamonds Fastball Rates based on 1.5 hr games

<small>(SURCHARGE PER HOUR INCLD)</small>	<b>Per Game</b>	Practice	\$ 36.28	\$ 41.00
	<b>Per Game</b>	Game	\$ 56.64	\$ 64.00
		Lights per hour	\$ 24.78	\$ 28.00

## Hillsburgh Diamonds 3 Pitch Rates

<small>(SURCHARGE INCLD)</small>	<b>Per Game</b>	Practice	\$ 33.63	\$ 38.00
	<b>Per Game</b>	Game	\$ 52.21	\$ 59.00
		Lights per hour	\$ 24.78	\$ 28.00

## Barbour & Vic Park Tournament Rates - Surcharge \$25 per day per field

<b>One Day</b>	1 Day Vic Park (lights extra)	\$ 305.31	\$ 345.00
<small>(SURCHARGE INCLD)</small>	1 Day Barbour 1 diamond (lights extra)	\$ 305.31	\$ 345.00
	1 Day Barbour 2 diamonds (lights extra)	\$ 491.15	\$ 555.00
	1 Day Barbour 2 diamonds and Vic Park (lights extra)	\$ 641.59	\$ 725.00
<b>Two Day</b>	2 Days Vic Park (lights extra)	\$ 522.12	\$ 590.00
<small>(SURCHARGE INCLD)</small>	2 Days Barbour 1 diamond (lights extra)	\$ 522.12	\$ 590.00
	2 Days Barbour 2 diamonds (lights extra)	\$ 945.13	\$ 1,068.00
	2 Days Barbour 2 diamonds and Vic Park (lights extra)	\$ 1,318.58	\$ 1,490.00

# Soccer Field Rates

## Capital Surcharge

	Hrly Rate Per field	\$ 5.00	\$ 5.65
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Included Field Cutting, painting & netting- 1-2 times per week depending on weather - all fields fertilized annually - Top dressed overseeded aerated an average of 3-4 times per season.

## Extra Services

	Field Cutting - per field as requested	\$ 66.37	\$ 75.00
	Field Painting - per field as requested	\$ 70.80	\$ 80.00

## HEADS - per hour field rates

Surcharge to start 2017	Fields 1, 4 & 5 per hour	\$ 22.12	\$ 25.00
	Mini Fields 2E, 2W, 3E, 3W per hour	\$ 15.49	\$ 17.50
	Vic Park & Centre 2000 per hour	\$ 14.16	\$ 16.00
	Adult use per hour all fields	\$ 29.20	\$ 33.00
	Soccer Field Lights per hour	\$ 24.78	\$ 28.00

## HEADS - Soccer Tournaments - Surcharge to start 2017 - Heads

<b>Fields 1, 4 &amp; 5 ( large fields)</b>	1 fields per day rate	\$ 163.72	\$ 185.00
	2 fields per day rate	\$ 323.89	\$ 366.00
	3 fields per day rate	\$ 482.30	\$ 545.00
<b>Fields 2E, 2W, 3E, 3W (mini fields)</b>	1 field per day rate	\$ 119.47	\$ 135.00
	2 fields per day rate	\$ 234.51	\$ 265.00
	3 fields per day rate	\$ 341.59	\$ 386.00
	4 fields per day rate	\$ 446.90	\$ 505.00
	Excessive Clean up fees per hour	\$ 88.50	\$ 100.01
	Soccer Field Lights per hour	\$ 24.78	\$ 28.00

## Barbour & Vic Park Soccer Field Rates

	In Town Rental Per Field	\$ 44.25	\$ 50.00
	In Town Rental With Lights	\$ 97.35	\$ 110.01
	Out Of Town Rental Per Field	\$ 53.98	\$ 61.00
	Out Of Town Rental With Lights	\$ 107.08	\$ 121.00
<b>Centre 2000 Soccer Field Rates</b>	Games & Practices	\$ 23.89	\$ 27.00
Surcharge to start 2017 - Heads		\$ -	\$ -

## Soccer Tournaments Adult/Lacrosse/Out of Town

<small>(SURCHAGRE INCLD)</small>	1 DAY EVENTS (no diamond or field prep) (ex. Dog shows, family picnics.)	\$ 194.69	\$ 220.00
<b>Fields 1, 4 &amp; 5 ( large fields)</b>	1 field Per day rate - Adult/ Lacrosse/out of town	\$ 331.86	\$ 375.00
<small>(SURCHAGRE INCLD)</small>	2 fields per day rate	\$ 659.29	\$ 745.00
	3 fields per day rate	\$ 969.03	\$ 1,095.00
<b>Fields 2E, 2W, 3E, 3W (mini fields)</b>	1 field per day rate	\$ 234.51	\$ 265.00
<small>(SURCHAGRE INCLD)</small>	2 fields per day rate	\$ 455.75	\$ 515.00
	3 fields per day rate	\$ 672.57	\$ 760.00
	4 fields per day rate	\$ 876.11	\$ 990.00
		\$ -	\$ -
		\$ -	\$ -
<small>(SURCHAGRE INCLD)</small>	CLEAN-UP FEES FOR ALL TOURNAMENTS PER HOUR	\$ 88.50	\$ 100.01

## Baseball & Soccer Field Rentals

<b>Capital Surcharge</b>		Hrly Rate Per field	\$ 5.00	\$ 5.65
<b>ECC Soccer Field</b>	<small>(SURCHAGRE INCLD)</small>	Games & practices	\$ 23.89	\$ 27.00
<b>ECC Field rate for Heads</b>	<small>(SURCHAGRE INCLD)</small>	Per hour rate	\$ 14.16	\$ 16.00

<b>CENTRE 2000 Birthday Party Packages</b>				
			2016/2017 rates	
			Before Tax with increase	FINAL RATES include tax, increase, & surcharges
<b>Capital Surcharge</b>		<b>Hourly Rate Included in price</b>	\$ 5.00	\$ 5.65
<b>Prime Ice Package After 5pm wkdays &amp; all Wknds</b>				
1 hour of Ice & 3 hours of room (\$15 surcharge & \$10 Ice surcharge included)			\$ 243.36	\$ 275.00
<b>Non Prime Ice Package Weekdays before 5 pm</b>				
1 hour of Ice 3 hours of room (\$15 surcharge \$10 Ice surcharge included)			\$ 185.84	\$ 210.00
<b>Public Skating Package Frdiay nights 4-5:30 Sundays 1:00 pm to 3:30 pm</b>				
1.5 hours of public skating & 3 hours of room			\$ 168.14	\$ 190.00
				\$ -
<b>Arena Floor Package</b>				
3 hours of arena floor surface			\$ 168.14	\$ 190.00
<b>Theater Birthday Packages</b>				
<b>DVD/NETFLIX Movie package</b>				
(\$5 room surcharge Included) 3-4 hours of theatre, back of theatre & a movie (\$5 room surcharge Included)			\$ 168.14	\$ 190.00
<b>PLAYSTATION Packages</b>				
(\$5 room surcharge Included) 1 hour of gaming—\$165.00			\$ 168.14	\$ 190.00
2 hours of gaming—\$215.00			\$ 221.24	\$ 250.00
3 hours of gaming—\$235.00			\$ 243.36	\$ 275.00
<b>All Theatre Birthday Parties are 3-4 hours of theatre and room attached to theatre</b>				
<b>Community Groups</b>				
<b>Nursery Schools</b>				
Monthly			\$ 1,539.82	\$ 1,740.00
Station Road September to August				\$ -
<b>EWCS Room</b>				
Monthly			\$ 1,424.00	\$ 1,609.12
EWCS ROOM September to August				\$ -
<b>Shamrock Room</b>				
Any Day Full Program			\$ 65.04	\$ 73.50
Station Road/Day				\$ -
<b>Dance Groups</b>				
Per one or two sessions per week booked up to 4 hours			\$ 89.00	\$ 100.57
All rooms or half of shamrock room			\$ 65.00	\$ 73.45
Reduced rate on third session per week booked				\$ -
<b>Karate</b>				
Per one or two sessions per week booked up to 4 hours			\$ 88.50	\$ 100.01
All rooms or half of shamrock room (\$5 room surcharge Included)				\$ -
<b>Camps</b>				
Camps			<b>Negotiated</b>	<b>Negotiated</b>
Weekly and Daily Rates				\$ -
<b>Fitness Class</b>				
Per Hour			\$ 38.94	\$ 44.00
(\$5 room surcharge Included)				\$ -
<b>Church groups</b>				
All rooms or half of shamrock room (\$5 room surcharge Included)			\$ 88.50	\$ 100.01
<b>SRNS Office</b>				
Station Road Staff Room			\$ 62.83	\$ 71.00
Per month (\$5 room surcharge Included)				\$ -
Hearing Clinic			\$87.00	\$ 98.31
Per month (\$5 room surcharge Included)				\$ -
<b>Advertsing, Lockers &amp; Storage</b>				
<b>Locker Rentals</b>	Minor Hockey & Shamrocks	Per season (\$25 room surcharge Included)	\$ 1,300.89	\$ 1,470.01
<b>Hockey Office</b>	Minor Hockey	Per month (\$5 room surcharge Included)	\$ 207.97	\$ 235.01
<b>Advertising Space</b>	Arena Walls	Per sign/yearly	\$ 286.00	\$ 286.00
<b>Zamboni Advertising</b>	Zamboni	Yearly	\$ 431.00	\$ 431.00
<b>Advertising Space</b>	Arena Boards	Per sign / yearly	\$ 357.00	\$ 357.00



<b>ERIN COMMUNITY/CENTRE 2000</b>				
<b>Ice Rentals</b>			2016/2017 rates	
			Before Tax with 6% increase	FINAL RATES include tax, increase, & surcharges
<b>Capitall Surchage</b>				
	added to each hour of ice	Hourly	\$ 10.00	\$ 11.30
<b>Resident Prime Time Ice rate</b>				
	Weekday after 5pm & all weekends			\$ -
	September to March	Hourly	\$ 194.69	\$ 220.00
<b>Out of Town Prime Time Rate</b>				
	September to March	Hourly	\$ 230.09	\$ 260.00
<b>Non Prime Ice</b>				
	Weekdays before 5:00pm.		\$ -	
	1 to 4 skaters	Hourly	\$ 66.37	\$ 75.00
	4th - 8th skater each	Hourly	\$ 11.06	\$ 12.50
	over 8 skater Rate (FULL)	Hourly	\$ 119.47	\$ 135.00
<b>Minor Hockey</b>				
	September to March	Hourly	\$ 166.37	\$ 188.00
			\$ 256.64	\$ 290.00
<b>Special Ice</b>				
	4:30 pm – 6:00pm Flat fee		\$ 194.69	\$ 200.00
	before 9 am & after 11 pm weekday & after 10		\$ 176.99	\$ 220.00
	8am -5 pm per person	Organized shinny midweek- \$10 per person Per	\$ 8.85	\$ 10.00
	8am -5 pm per person	Organized school shinny midweek- \$5 per person	\$ 4.42	\$ 5.00
<b>Schools</b>				
	Prime Time	Hourly	\$ 166.37	\$ 188.00
	Non Prime Time	Hourly	\$ 82.74	\$ 93.50
<b>Local Hockey Leagues</b>				
	All prime time ice	Hourly	\$ 200.88	\$ 227.00
<b>EHMHA</b>				
	EHMHA -Christmas Break Tournaments/weekdays		\$ 131.42	\$ 148.50
	EHMHA Hockey Tournaments/weekends		\$ 166.37	\$ 188.00
<b>Arena Floor</b>				
	Surcharge	Per hour rate	\$ 5.00	\$ 5.65
	All Days	Regular Hourly Rate	\$ 80.53	\$ 91.00
	Full Day Event	Flat Fee	negotiated	negotiated
	Concert	Flat Fee	negotiated	negotiated
	Clean up rate for Concerts	Per hour rate	\$ 66.37	\$ 75.00

<b>Skating Rates</b>					
<b>Parents &amp; Tots Sticks and Pucks Welcome</b>					
	Mon & Tues.'s 2-3 pm		Per skater	\$ 2.65	\$ 3.00
	Wed. & Thru.'s 10:30 - 11:30am		Per skater	\$ 2.65	\$ 3.00
		Seasons pass	Sept- March	\$ 70.80	\$ 80.00
<b>Adult Skating</b>					
	Mondays 10:00-11:30 am		Per skater	\$ 2.65	\$ 3.00
	Fridays 1:30 to 2:30 pm		Per skater	\$ 2.65	\$ 3.00
		Seasons pass	Sept- March	\$ 53.10	\$ 60.00
<b>Public Skating (Sun, Fri., Christmas &amp; March Break)</b>					
	Friday's 4-5:30 pm			\$ -	\$ -
	Sunday's 12-1:30pm	Children under 12	Per skater	\$ 2.65	\$ 3.00
		Teens 13 to 18	Per Skater	\$ 2.88	\$ 3.25
		Adults	Per skater	\$ 3.54	\$ 4.00
		Seniors	Per skater	\$ 2.88	\$ 3.25
		Family	Per Family of 4	\$ 11.50	\$ 13.00
		Family Membership		\$ 150.44	\$ 170.00
		Individual Membership	Adult	\$ 48.67	\$ 55.00
		Individual Membership	Child	\$ 39.82	\$ 45.00
<b>Adult Shinny</b>					
	Fridays 2:30-4 pm		Per skater	\$ 4.42	\$ 5.00

<b>Hillsburgh Community Centre Price List</b>			
		2016 Prices Before tax	2016 Final Prices
<b>HCC ICE RATES</b>			
<b>Capital Surcharge</b>			
		Hourly	\$ 10.00 \$ 11.30
<b>Prime Time</b>			
<b>Weekdays after 5pm &amp; all weekends</b>			
Prices Include Surcharges	Resident	Hourly	\$ 172.57 \$ 195.00
	Out of Town Rate	Hourly	\$ 199.12 \$ 225.00
	EHMHA	Hourly	\$ 156.06 \$ 176.35
<b>Non Prime Time</b>			
<b>Weekdays before 5:00pm.</b>			
Prices Include Surcharges	1 to 4 skaters	Hourly	\$ 66.37 \$ 75.00
	over 4 skater Rate (FULL)	Hourly	\$ 92.92 \$ 105.00
<b>Holiday Rates</b>			
Prices Include Surcharges	Resident	Hourly	\$ 92.92 \$ 105.00
	Out of Town	Hourly	\$ 199.12 \$ 225.00
<b>Local Adult Hockey Leagues</b>			
Prices Include Surcharges	All prime time ice	Hourly	\$ 182.30 \$ 206.00
<b>Tournaments</b>			
Prices Include Surcharges	EHMHA Hockey Tournaments		\$ 156.06 \$ 176.35
	Adult	Hourly	\$ 188.94 \$ 213.50
<b>ARENA FLOOR</b>			
<b>Capital Surcharge</b>			
Prices Include Surcharges	Hourly		\$ 5.00 \$ 5.65
	Flat daily Fee		\$ 25.00 \$ 28.25
<b>Floor Rates</b>			
Prices Include Surcharges	All Days	Regular Hourly Rate	\$ 63.27 \$ 71.50
	Whole facility Full Day Event Non Profit		\$ 871.68 \$ 985.00
	Entire Facility Full Day Event Profit Based		\$ 1,207.97 \$ 1,365.01
	Arena Floor Only Full Day Non Profit		\$ 681.42 \$ 770.00
	Arena Floor Only Full Day Profit Based		\$ 871.68 \$ 985.00
<b>Hall Rental</b>			
<b>Hall Capital Surcharge</b>			
		Hourly	\$ 5.00 \$ 5.65
		Flat daily Fee	\$ 25.00 \$ 28.25
Prices Include Surcharges	Hourly	Regular Hourly Rate	\$ 62.83 \$ 71.00
	Full Rental Friday or Saturday	Flat Fee (12 hours)	\$ 460.18 \$ 520.00
	Sundays	Flat Fee (12 hours)	\$ 261.06 \$ 295.00
	Weekday	Flat Fee (12 hours)	\$ 216.81 \$ 245.00
	1/2 Hall rental Friday/Saturday	Flat Fee (12 hours)	\$ 265.49 \$ 300.00
	New Years Eve	Flat Fee (12 hours)	\$ 690.27 \$ 780.00
	Kitchen	Flat Fee (12 hours)	\$ 30.97 \$ 35.00
	Overtime Hours	Overtime Hourly	\$ 66.37 \$ 75.00
<b>Birthday Parties</b>			
<b>Capital Surcharge</b>			
		Flat daily Fee	\$ 13.27 \$ 15.00
<b>Birthday Parties Options &amp; Rates</b>			
Prices Include Surcharges	1 hour Prime Ice with Hall	Flat Fee	\$ 221.24 \$ 250.00
	1 hour Non Prime Ice with Hall	Flat Fee	\$ 150.44 \$ 170.00
<b>Prices includes HST &amp; any capital surcharges where applicable</b>			



## Staff Report

**Report #:** 2016-4B  
**Date:** April-19-16  
**Submitted By:** Gail Broadfield, Deputy Treasurer  
**Subject:** Approval of Accounts

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### Recommendations:

**Be it resolved that** Council receives the Deputy Treasurer's Report #2016-4B on "Approval of Accounts".

### Background:

Invoices in the amounts listed below have been authorized for payment by Department Heads, or their designates, and entered for payment as follows:

Cheque Listing	#1088	\$	137,136.66
Manual Cheque Listing	#1085	\$	1,377,658.23
Online Internet Payments	#1084	\$	16,014.46
	#1086	\$	9,106.62
	#1087	\$	38,321.70
<b>TOTAL</b>		<b>\$</b>	<b><u>1,578,237.67</u></b>

### LARGER PAYMENTS

Cheque #4529 \$991,470.30 Upper Grand District School Board – 2016 Tax Levy  
 Cheque #4528 \$170,035.54 Wellington Catholic School Board – 2016 Tax Levy

**Financial Impact:**

The accounts, as listed, will be paid as submitted.

**Consultation:**

Department Heads and CAO.

**Communications Plan:**

Regular report to Council.

**Conclusion:**

That Council receives the report from the Deputy Treasurer regarding the payment of the Accounts.

**Appendices:**

N/A



## Staff Report

**Report #:** 2016-CA07

**Date:** April-19-16

**Submitted By:** Kathryn Ironmonger, CAO/Town Manager

**Subject:** CAO – Compensation review follow up

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### Recommendations:

**Be it resolved that** Council receives the report of the CAO/Town Manager regarding additional information on the Gallagher McDowall Associates Compensation Review.

### Background:

The Consultant presented a report to Council on April 5, 2016 including the Town's compensation background, the objectives of the project, and a summary of how the review was conducted. Council directed that the newly adopted 2016 Full Time Salary Grid be provided on the next agenda, and is attached as an appendices to this report.

The Consultant has provided a list of next steps and future considerations that will be undertaken as follows:

- Employee Communication
- Prepare Amended Pay Equity Plan
- Ongoing Maintenance – Internal/Pay Equity
  - New/changed jobs
  - Jobs impacted by organizational change; change in leadership
- Ongoing Maintenance – Salary Grid Administration
  - Adjust salary grid annually by COLA having regard to:
    - Average comparator group
    - Published survey data
    - Ability to pay
  - Periodic market review (4 to 5 years)
- Revise HR salary administration policies to reflect key elements of the revised compensation program
- Job descriptions to be finalized
- Prepare revised Part Time Grid

**Financial Impact:**

As presented during the report at the last meeting.

**Consultation:**

Gallagher McDowall Associates

**Communications Plan:**

Council report.

**Conclusion:**

That Council receive the report for information.

**Appendices:**

2016 Full Time Salary Grid

## Town of Erin 2016 Salary Grid

Similar Value Group	2016 SALARY RANGES - HOURLY \$					Job Rate Step 5	Band Spread %
	Step 1	Step 2	Step 3	Step 4	Step 5		
	4% spread between steps						
14	\$56.44	\$58.70	\$61.05	\$63.49	\$66.03	8%	
13	\$52.08	\$54.16	\$56.34	\$58.59	\$60.92	11%	
12	\$46.76	\$48.63	\$50.57	\$52.59	\$54.69	6%	
11	\$44.30	\$46.06	\$47.89	\$49.82	\$51.80	7%	
10	\$41.54	\$43.20	\$44.93	\$46.72	\$48.58	7%	
9	\$38.90	\$40.43	\$42.07	\$43.75	\$45.50	7%	
8	\$36.25	\$37.70	\$39.21	\$40.78	\$42.41	8%	
7	\$33.61	\$34.95	\$36.36	\$37.81	\$39.33	9%	
6	\$30.98	\$32.23	\$33.52	\$34.85	\$36.24	9%	
5	\$28.34	\$29.47	\$30.64	\$31.88	\$33.16	10%	
4	\$25.69	\$26.73	\$27.80	\$28.91	\$30.08	10%	
3	\$23.39	\$24.33	\$25.30	\$26.31	\$27.36		





## Staff Report

**Report #:** 2015 – CAO08

**Date:** April-19-16

**Submitted By:** Kathryn Ironmonger, CAO/Town Manager

**Subject:** Canada Day Event – McMillan Park

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### Recommendations:

**Be it resolved that Council**

- a) supports the event but denies the request to pass a resolution to designate the event as a “municipally significant” event.

or

- b) designates the Canada Day Celebration to be held on July 1, 2016 as a municipally relevant event for the purpose of obtaining a liquor licence for the event  
 And that, **Council** waives the rules of the Alcohol Risk Management Policy and approve the event subject to recreation department staff member conducting at least an inspection of the event and that alcohol can only be served and restricted within the identified fenced in area;  
 And further that that AAA Events hires a minimum of two security individuals who are licenced under the Private Securities Act.

### Background:

AAA Events (Tracy Wallace) would like to hold another public licenced Canada Day Event at McMillan Park in the Village of Erin on July 1<sup>st</sup> from 10 am to 9 pm. The company is seeking Council’s consideration to pass a resolution to designate the event as an event of municipal significance for them to be eligible to submit an application to obtain a Special Occasion Permit through the AGCO.

The Town of Erin passed By-Law 99-07 establishing an Alcohol Risk Management Policy. A new By-Law is on the agenda this evening for consideration which will repeal and replace the old by-law and add more regulations.

The Alcohol Risk Management Policy is intended to increase the enjoyment of those who use the facilities, by reducing the potential for alcohol-related problems.

When public events are held at Town owned facilities or parks the applicant must submit specific documentation prior to the issuance of a rental permit. One of the requirements is insurance coverage in the amount of \$5,000,000.00 and to include the Town as an additional insured party and indemnify the Town of all and any associated risks that may occur as a result of the applicant's facility or park rental.

The Town reserves the right to refuse any applicant permission to run a licensed event on its property and to impose on the event whatever restrictions it deems appropriate to the circumstances.

AAA Events ran the 1<sup>st</sup> Canada Day Event in Erin last year and they lost money. As a result they are seeking authorization to use one experienced security guard to help reduce their expenses and requesting the hours of the event be extended.

The event organizer must demonstrate sufficient event controls so that patrons will not be put in a situation that could cause harm to others. The event organizer will ensure that the physical setting is safe for both drinkers and non-drinkers.

All Special Occasion Permit holders are required to adhere to the conditions as outlined in the policy.

Problems arising from alcohol consumption can affect not only the drinkers but also other people who use the facilities. Some of these problems may include:

- Vandalism and destruction of Town property;
- Police being called to municipal property;
- Injuries to drinkers or other individuals;
- Liability action arising from alcohol-related injuries or deaths;
- Increased insurance rates as a result of alcohol-related incidents;
- Loss of insurability should the insurer's risk assessment escalate;
- Charges laid against the Township or the Special Occasion Permit holder under the Liquor Licence Act;
- Suspension or loss of alcohol permit privileges by the Liquor Licence Control Board of Ontario;
- Loss of enjoyment by non-drinkers and moderate drinkers;
- Complaints lodged by offended parties;
- Withdrawal from use of facilities by people concerned about alcohol consumption;
- Loss of revenue due to reduced participation; and
- Increased public concern about alcohol consumption.

**Financial Impact:**

Wages associated with inspecting the event.

**Consultation:**

I consulted Kendra Giles from the AGCO who monitors such licenced events to get her advice on reducing the number of security personnel and not requiring the event organizer to use a licenced security company.

**Communications Plan:**

Decision of Council will be provided to the applicant.

**Conclusion:**

The event sponsor conducting a SOP function is responsible to ensure that all requirements of the Liquor Licence Act and its' Regulations, AGCO policies and conditions of the Town of Erin Facility Rental Agreement and the Alcohol Risk Management Policy are strictly adhered to.

Rationale: The event sponsor is responsible for the behaviour of event participants and guests. Liquor Licence Act and its' Regulations and the AGCO's policies to ensure sensible and safe use of alcohol. Town of Erin Facility Rental Regulations is to ensure safe, responsible use of the facility.

In order to be eligible to rent a municipal facility for a special occasion permit event, the sponsor must demonstrate to the satisfaction of the facility representative that the alcohol management policy can be fulfilled

Facility Rental Permits will not be issued by the Town of Erin for alcohol consumption at any youth focused event.

Rationale: The deciding factor for which SOPs is allowed will be determined by the focus of the events. Those events where the primary focus involves minors will not be allowed to obtain a SOP. Non-consumption by participating adults provides a positive example for young people.

Recommendation, that Council supports the event but denies the request to pass a resolution to designate the event as a "municipally significant" event.

If Council supports the event, Council needs to waive the rules of the Alcohol Risk Management Policy and approve the event subject to recreation department staff member conducting at least on inspection of the event and that alcohol can only be served and

restricted within the identified fenced in area. And further that that AAA Events hires a minimum of two security individuals who are licenced under the Private Securities Act.

**Appendices:**

1. 2016 Event Information package
2. 2015 Canada Day Celebration Review



To the Mayor & Town Council of the Town of Erin,

I am writing to request that you once again designate the Canada Day Celebration to be held on July 1<sup>st</sup>, 2016, as a municipally relevant event for the purpose of obtaining a liquor licence for the event.

Thank you

Tracey Wallace



To Katherine Ironmonger,

AAA Events is offering the Town of Erin the Title sponsorship for the Canada Day Celebration 2016. This Title Sponsorship would allow the Town of Erin to be a partner with AAA Events in that they will be recognised as the lead supporter and sponsor for the Canada Day 2016 celebration. The sponsorship cost is \$1500 and is being offered to the Town of Erin first, as we recognise that this will be an event that bridges the Canada Day celebration from last year and the one that will be taking place in 2017. If the Town of Erin would like to take this opportunity to be the Title Sponsor for the Canada Day 2016 Celebration, we will require permission to use the Town of Erin logo on all advertising and marketing for the Canada Day Festival to be held on Wednesday July 1<sup>st</sup>, 2016.

The advertising and marketing for the event will include but will not be limited to:

Social media marketing (Facebook & Twitter)

Promotional materials on AAA Events website

Posters and marketing in local papers

Marketing on businesses social media pages who wish to share the promotional materials

Signage posted at the event

AAA Events will send all printed materials to the Town of Erin prior to printing if the Title Sponsorship is approved.

Please contact me at [aaa.events.in.erin@gmail.com](mailto:aaa.events.in.erin@gmail.com) with your answer and a copy of the Town of Erin's digital logo if this request is approved as soon as possible so that it may be included in our marketing.

Thank you

*Tracey & Danae Wallace*

CC: Town of Erin Council



## Canada Day Festival

Date: Friday July 1<sup>st</sup>, 2015

Time: 10 am – 9 pm (set up beginning @ 8 am)

### Proposed event components (but not limited to)

2 X Food Trucks provided and executed by The Bistro Riviere (Caterer)

Bouncy castle (additional insurance coverage through AAA Events)

Vendor booths

Community relevant and non-profit vendors – no charge

Vendor's for profit - \$50 each – \$10 discount if they provide a children's activity

Local Musicians (paid by AAA Events)

Local Businesses showcased in the pavilion throughout the day

Beer Garden

licensed open air beer garden (see attached diagram for location) with special occasion permit from AGCO and Major Event Permit from Town of Erin

- Taken From *INFORMATION BULLETIN – No. 22 Highlights of Amendments to Regulation 389/91 of the Liquor Licence Act (Special Occasion Permits) Effective June 1, 2011 and August 2, 2011*  
 "Public Event" Special Occasion Permit A new type of special occasion – "Public Event" – replaces three types of special occasions (Fundraisers, Significant Event, Community Event) for which a Special Occasion Permit may be issued. A Public Event is one which is conducted by a registered charity or not for profit entity or an event of municipal, provincial, national or international significance. In order to be eligible for an SOP, Public Events which are not conducted by a registered charity or not for profit entity must be designated as an event of municipal significance by the municipality in which the event is to take place.

Security as requested by the Town of Erin

Children's craft & activity area

Best decorated bike contest for children sponsored by local businesses

MPP Ted Arnott has been issued a request to address the attendees

MP Michael Chong has been issued a request to address the attendees

Allan Alls has been issued a request to address the attendees

2 portable toilets and 1 hand washing station

Sponsorship in the form of foods for sale, craft items for children or funding to pay entertainment will be accepted from local businesses in exchange for marketing and signage at the event

### Advertising & Marketing

Social Media marketing (ie. Facebook, Twitter, event listed on AAA Events website – [www.aaaevents.webs.com](http://www.aaaevents.webs.com))

Local community event listing 3 weeks prior and leading up to the event

Signage posted in local businesses

Town of Erin website upon approval

Request to use TOE logo to be submitted prior to executing marketing

Other forms of digital marketing (ie. Kijiji, Craigslist, etc.)



### **Licensing & Insurances**

Town of Erin Major Event Permit

AAA Event has \$5 000 000 umbrella insurance that covers employees and volunteers of events coordinated and executed by their business

Additional Special Events Liability insurance that names the Town of Erin as an additional insured upon event approval

Letter to OPP to inform them of the event

Erin Fire Chief has been contacted and informed of event

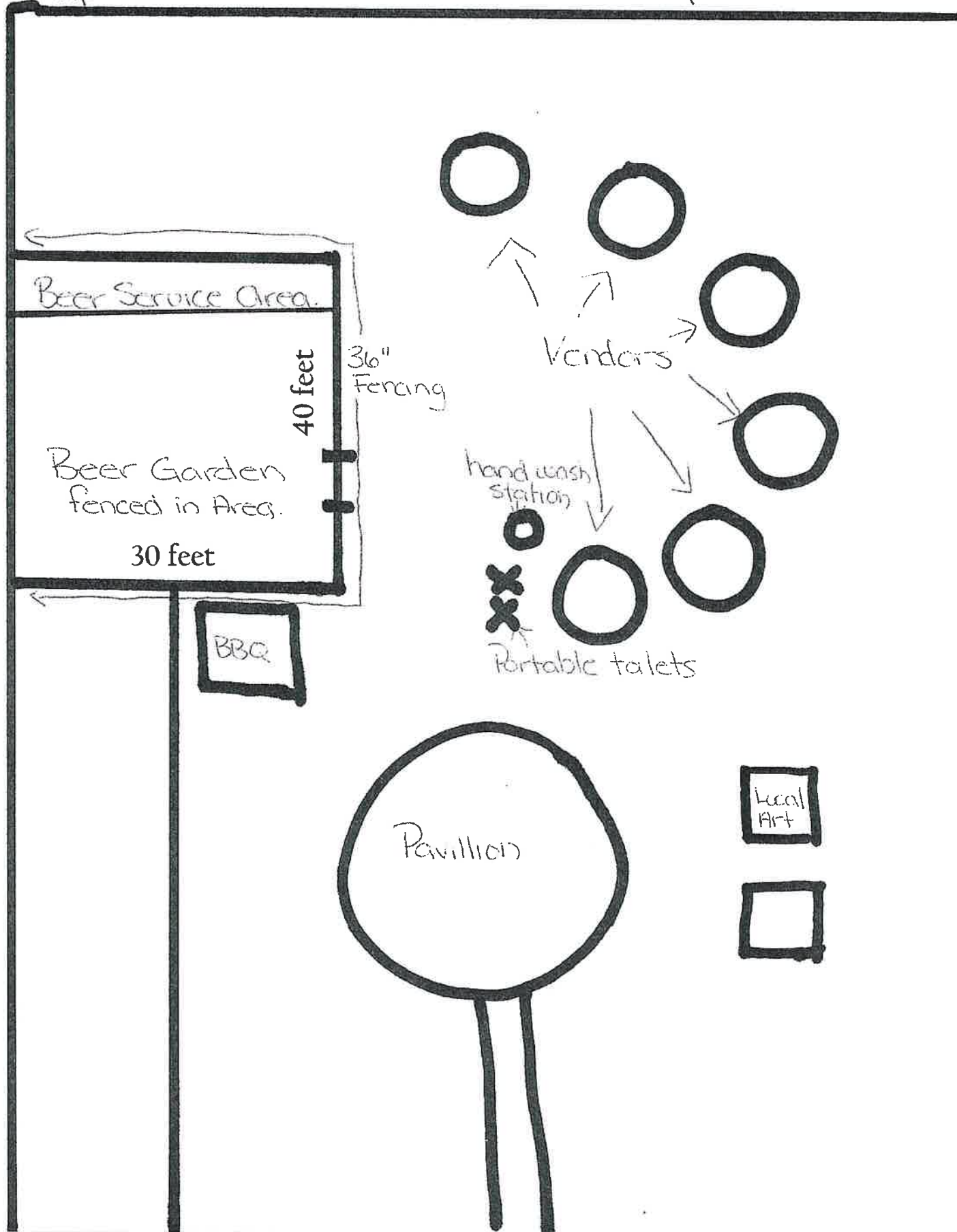
Promotional materials have been requested from the Ontario government to give out to attendees

Special Occasion Permit to be filed with the AGO upon receipt of municipal resolution or letter from a delegated municipal official designating the event as "municipally significant"

All letters and applications are available to the Town of Erin upon request.



# Map for McMillan Park Canada Day Celebration





## Canada Day Festival information for McMillan Park contract

1. Signature on contract accepting rental terms
2. Liability Insurance (attachment 1)
3. Read Alcohol restrictions
4. Map identifying Layout (attachment 2)
5. The vendors and musical equipment set up will begin at 9:00 am on July 1<sup>st</sup>
  - a. The event will begin at 11:00 am
  - b. Alcohol service will begin at 1:00 pm and will cease at 7:00 pm
  - c. Clean up is scheduled until 9:00 pm
6. The registered Security company is TAG security (attachment 3)
7. The names of the servers and their Smart Serve numbers are as follows
  - a. Jo Ann carney – e06082700023
  - b. Victoria Cunningham – e12081392367
  - c. Tracey Wallace e130216121357
  - d. Brooke Connolly - e150409259194
  - e. Keith – Beau’s Beer Rep - e090909400688
8. Tracey Wallace and Danae Wallace will be carrying cell phones in case of emergency (Tracey 519 216 5379 – Danae 519 216 0694)
9. The event will use the waste receptacles provided in the park as well as secondary waste and recycling receptacles provided by and removed by AAA EVENTS
10. A 4 foot fence will be surrounding the Beer Garden
11. The fencing is 4 foot Chain Link fence
12. The food will be provided by The Friendly Chef Adventures. The Health unit has approved and The Friendly Chef Adventures is Licensed and is in compliance with Health regulations.
13. We are estimating that approximately 150 people will attend the event
14. No admission will be charged to enter this event.

Thank you

---

Tracey Wallace

**Special Events Liability**

Cover note of insurance

Insurers subscribing: 100% certain underwriters at Lloyd's, London, UK through PAL Insurance Brokers Canada Ltd.  
2 Norfolk St. South, Simcoe, On N3Y 2V9  
Contract # B1294HSGBGH150022

Certificate #: CGLS6140

**INSURED INFORMATION**

Name of insured: TRACEY WALLACE  
Address: 157 DANIEL STREET  
City: ERIN Province: ON Postal Code: N0B 1T0  
Additional insured: TOWN OF ERIN  
Additional insured(s) have been added only with respect to liability arising out of the operations of the named insured.

**EVENT INFORMATION**

Event Type: HOLIDAY CELEBRATION PARTY  
Effective date: JULY 01, 2015 11:00 AM TO JULY 01, 2015 23:00 PM  
Number of attendees: 200  
Name of event Location: MCMILLAN PARK  
Address: 109 MAIN STREET  
City: ERIN Province: ON  
Alcohol served #1: JULY 01, 2015

**COVERAGE DETAILS**

Limit of liability: \$ 5,000,000.00 per occurrence and in the aggregate  
Tenants Legal Liability: \$ 500,000.00  
Deductible: \$ 1,000.00  
NET PREMIUM: \$ 417.00

**COMMERCIAL GENERAL LIABILITY INCLUDING: 3rd party Bodily injury and property damage, Personal**

Injury, Tenants Legal Liability Medical payment (\$2 500.00 pp/ \$25 000.00 max), Non-Owned Auto, Products/ Completed operations (Food and beverages only), Cross Liability, Blanket Contractual Liability, Employees/ Volunteers as Additional Insured, Host Liquor Liability

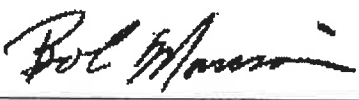
**SUBJECT TO: Endorsement # 1L1A \*Please read attached endorsement carefully**

**SPECIAL ACCEPTANCE TERMS AND CONDITIONS: AN EXTENSION OF COVERAGE HAS BEEN ADDED WITH RESPECT TO LIABILITY ARISING FROM B.I. FROM THE USE OF BOUNCY CASTLE OR OTHER INFLATABLES SUBJECT TO A SUB-LIMIT OF \$250 000.00. THE CONDITIONS LISTED ON THE QUOTATION MUST BE RESPECTED. ALL OTHER TERMS, CONDITIONS, LIMITATION AND EXCLUSIONS REMAIN UNALTERED.**

Notwithstanding anything contained elsewhere on the policy to the contrary, it is understood and agreed that in the event of a cancellation, 30 days notice will be provided to the parties of the contract (if applicable).

**BROKER DETAILS**

PAL Insurance Brokers Canada Ltd.  
2 Norfolk St. South Simcoe, On N3Y 2V9  
Phone #: 519-428-7716 or Toll Free: 1-800-265-8098 E-mail Address: ontario@palcanada.com

Signature of authorized representative:   
Per: PAL Insurance Brokers Ltd.

**THIS POLICY CONTAINS A CLAUSE(S) THAT MAY LIMIT THE AMOUNT PAYABLE**

## Erin Community Centre

Page 3

Printed 21-May-15, 01:24 PM

14 Boland Drive P.O. Box 662  
Erin, ON N0B 1T0  
Phone: 519-833-2114 ext 21  
Fax: 519-833-7310

### MCMILLIAM PARK

McMillan Park  
Special Events/ Special Occasion Permit  
Rental Agreement & Conditions

I, on behalf of myself, Tracy Wallace is renting the facility agree(s) to release and discharge, and to indemnify and save harmless the Municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any cost, expenses, losses, damage or injury arising by reason of my use of the rented facility. The applicant is required to carry Commercial General Liability Insurance in an amount not less than five million dollars and must provide a copy of the said insurance coverage prior to the event. This insurance will have the Municipality shown as an additional Insured for this specific event.

The serving of alcohol will be restricted to a fenced area identified on a map you will provide and will not be allowed anywhere else on the rental property. No under aged person will be allowed in the identified area. Alcoholic beverages must be served in plastic cups.

Provide a map that identifies the event layout in the park.

Indicate the time the event will begin and end including the time at which the sale of alcohol will begin and end.

Give the name of the registered security company and their associated legal documents ie. Insurance and WSIB coverage and the name of their key personnel for the event. A copy of the documentation must be submitted prior to the event.

The schedule and names of the individuals serving alcohol including their respective smart serve number. Again, this information must be submitted prior to the event.

Identify the name of the person who will carry a cell phone for emergency purposes.

Identify the supplier and number of waste receptacles being provided for the event.

10A minimum of 4 foot high fence required.

11 State the type of fencing that will be used to secure the licensed area.

12 Identify the food vendor and Health Unit related documentation.

13 Indicate how many people you expect will attend the event.

14 There will not be any admission fees charged to access the facility or park.

Please attach all required documentation with the signed contract to P.O. Box 662 Erin Ontario N0B 1T0 or by fax to 519-833 7310 or by email to centre2000@erin.ca.

Applicant Signatures

Tracy Wallace

Dated

June 10, 15

June 19, 15

Management Signature

Dated

# Erin Community Centre

14 Boland Drive P.O. Box 662  
Erin, ON N0B 1T0  
Phone: 519-833-2114 ext 21  
Fax: 519-833-7310

## MCMILLIAM PARK

**Contract Terms:**

Use: The Town hereby grants you the right to use McMillan as per your attached Customer Schedule, according to the terms and conditions of this agreement, any appendices, letters and operating procedural manuals. For the sole purpose of: "Event Type" on your Customer Schedule"

The applicant will be required to provide The Town of Erin Management with schedules pertaining to his/her use of the Facility in order to assist with the scheduling of the facility 14 days prior to the event.

Additional Charges: Any cost related to the provision of additional services, damages, or excessive clean-up will be added to the Base Fee. Excessive clean up fee is billed at \$75.00 per hr.

Signatures: I the applicant of this agreement acknowledges that "I have received a copy of this contract along with the policies and procedures and other documentation relevant to the use of the McMillan Park during the contract period, and that I hereby agree to abide by the terms and conditions of this contract and any appendices or additions."

Tracy Wallace  
Applicant Signature

June 10-15  
Date

**McMillian Park Policies and Procedures**

The renter will be subject to the following terms and conditions:

1. All Documentation for Special Occasions Permit/Special Events for rentals on are due within 14 days prior to the event.
3. Tentative bookings may be made on the condition that any other offers made will be accepted if the applicant does not confirm or cancel.
4. Alcohol is not permitted on the premises, with the exception of special occasion permit holders and following the Special Occasion permit/Special Events Rental Agreement. Alcohol is not permitted on the benches, in the parking lot, etc. Only in the designated area set out in the Special Occasions/Special Event Rental Agreement. Violation of this rule is punishable by law, fines set by facility manager, and/or termination of the rental contract and removal from the facility.
5. The applicant shall not do, suffer or allow to be done any action, which will damage, waste, disfigure or injure the facility rented or any part thereof.
6. All property belonging to or used by the applicant shall be cleared from the premises at the conclusion of the rental unless otherwise arranged with the facility manager.
7. The Town of Erin, the Erin Community Centre or its employees shall not be liable or responsible for any loss or damage or injury to any property belonging to the applicant or its invitees or agents or other person while such property is on the premises. The Town of Erin shall not be liable for any injuries and/or damage to vehicles parked within the McMillan parking lot.
8. TOWN of Erin and its employees have the right to remove persons from the premises for breach of any of the terms of this contract and to refuse future rentals to any group or individual who has breached a prior contract.
9. Rentals commence on the hour (or half past the hour) and end at ten to the hour (or twenty minutes past the hour).
10. The conduct of the patrons in the facility during a rental is the responsibility of the renter. Any damage or misconduct during the rental is the responsibility of the renter and will be charged to the renter appropriately.
11. Any physical or verbal threats to staff will result in automatic expulsion without warning.
12. The client will not sublet or give away any rental time to groups not associated and insured by the contracted facility user.
13. Any cars parked in non-designated areas will be towed and the owner may be fined. Please inform all users to use dedicated parking lots.

Tracy Wallace  
Applicant Signature

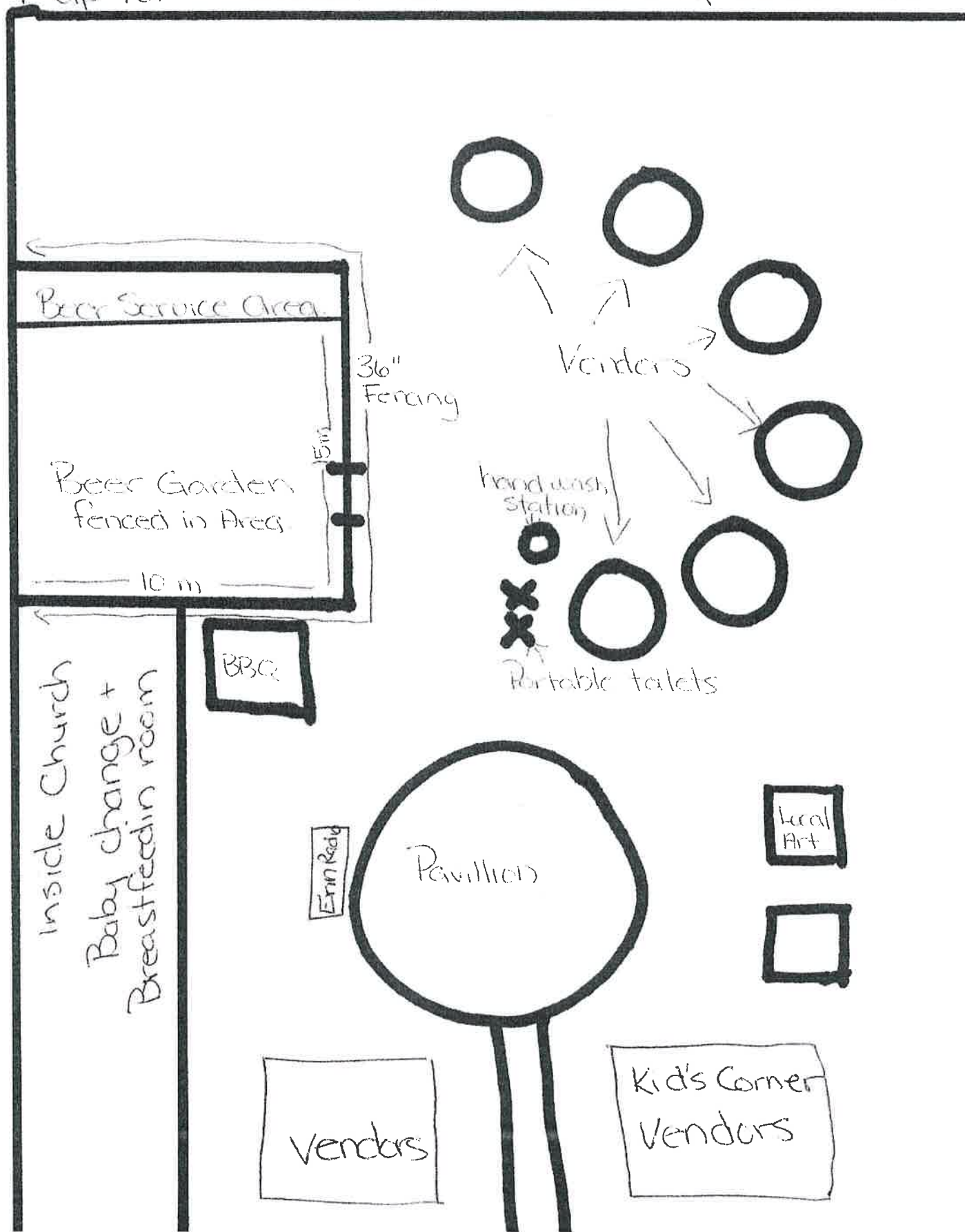
June 10-15  
Date

[Signature]  
Facility Management

June 19-15  
Date

# Attachment 2

## Map for McMillan Park Canada Day Celebration



Attachment 3

# SECURITY EVENT AGREEMENT

between TAG INTERNATIONAL INC. (a/k/a TAG PROTECTION Company)  
and Tracey Wallace and AAA-Events, Client

THIS AGREEMENT made this 20th day of May 2015 between TAG INTERNATIONAL INC.

hereby certifies that it is a duly authorized representative of the Client, and it hereby certifies that it is, on behalf of the Client, a duly authorized representative of the Client, and it hereby certifies that it is, on behalf of the Client, a duly authorized representative of the Client.

Address: Tracey Wallace, AAA-Events, Tel: 519-218-5379  
 Fax: 519-218-5379  
 Email: Tracey.Wallace@aaa-events.com  
 Order: bb date: May 18/15

Section B

EVENT: Beer Tent DATE: July 01-15

Section C

Security Coverage											
Date	Start Time	End Time	Travel hrs	Total hours w/travel	Officer Type	#	Rate	Stat	Stand by	Total before tax	
July 1/15	13:00	19:30		6.5	Regular	2	528.00	2x		5728.00	
HST										94.04	
total										5822.64	

TERMS AND CONDITIONS: This agreement is made in full and complete consideration of the sum of \$5822.64 (Five thousand eight hundred twenty two and 64/100 dollars) payable to TAG INTERNATIONAL INC. The Client hereby certifies that it is a duly authorized representative of the Client, and it hereby certifies that it is, on behalf of the Client, a duly authorized representative of the Client. All fees are subject to the Government Sales Tax, which is not included in the above total. The Client shall provide the necessary equipment for the event, including but not limited to, food, beverages, and other amenities. Failure to do so will result in a \$250.00 per day penalty.

TAG INTERNATIONAL INC.  
*[Signature]*  
 DATE: June 10/15

On behalf of the Client, the Client hereby certifies that it is a duly authorized representative of the Client, and it hereby certifies that it is, on behalf of the Client, a duly authorized representative of the Client.  
*[Signature]*  
 DATE: July 1/15

PLEASE FAX BACK SIGNED AGREEMENT TO 519-943-0126



Tracey & Danae Wallace  
519 216 5379

## Canada Day Celebration Review

**Hello members of the BIA and The Town of Erin,**

Before we begin our review, we would like to thank all the businesses and individuals who sponsored and advertised with us, who directed us, and who helped in any way to pull the Canada Day in Erin event together. It was a raging success and it wouldn't have been the same without you! We truly appreciate all of the support that we received from our community.

Although we have been involved in coordinating and participating in many events in our community as a part of other programs, this is our first effort as **AAA Events** exclusively. We hope to work with you in the future to continue to promote our community and stimulate the economic development through events coordinated by our team with your support.

We believe that in order to build a strong and longstanding relationship with our partners, **AAA Events** needs to be forthright with all of our expenses and revenues for our events. We encourage feedback from our local business owners and event participants. We also ask for constructive criticism from the community so that we may improve our events. It is important for us to know if our events have added to the success of your businesses or been detrimental in any way. We feel that if we work together with our community leaders, support groups and business owners we can enhance the economic development of our community, we can watch the Town of Erin continue to thrive. If our "Canada Day in Erin" event is an indicator of what we can accomplish together, we are well on our way.

We tried very hard to estimate attendance for the day and along with the vendors, BIA members in attendance and our local Town office members, we have decided that attendance for the day was between 800 and 1000+ people. It is important to recognise that many of the attendees were from out of town. We have spoken to all of the business owners on the Main Street who were open and most identified to **AAA Events** that sales were comparative to a "Very Busy Saturday". Every business that we spoke to was visited by both members of our community and by people who were visiting for the event. Each vendor who was in the park made money at the event and/or received bookings for the future as well, and each one more than covered the cost of their booth.

Attendees were asked how they found out about the event and approximately 60% heard through social media and Kijiji and the rest heard through paper articles, word of mouth and through CTV NEWS Kitchener.





Tracey & Danae Wallace  
519 216 5379

Reponses for why they chose Erin as their destination were about 75% stating that there were so many FREE activities for the day and the rest of the responses were a mixture of proximity, visiting family in the area, and that there were activities for the whole family, including the beer garden. We estimate total attendance at the beer garden at approximately 250 people during the 6 hours that it was open.

**AAA Events** only experienced a couple of minor interruptions during the event, and with the help of our community members, they were quickly remedied. Firstly, the circuit breaker at the pavilion blew, but the Facility Manager was contacted and he quickly remedied the situation by bringing keys to the park to reset the breaker. The power overload was then remedied with assistance from the Erin United Church when they let The Friendly Chef Adventures plug some of their equipment in to the church's outlets. We have addressed these issues with the BIA and the Town manager, and will make sure to not repeat them at future events.

Finally, with regard to financial goals for the event, AAA Events did not have a goal of turning a huge profit. However, we did suffer a financial loss of \$769.05. This loss was primarily a result of holiday pay for the security team requested by the Town of Erin and the cost of renting all of the beer garden fencing and tables. We are hoping to partner with local community programs or groups in the future in hopes of avoiding these high costs. We have attached a budget to this report, and have invoices available should anyone want to review them.

It is our hope that we will be able to work with you on future events in an effort to help our community thrive and continue to be a successful destination location.

If you have any ideas, or would like our help to execute an event for your business or for the community, please do not hesitate to contact us.

Again, thank you for your participation and we hope to work together again soon!

Sincerely,

*Tracey & Danae Wallace*

**AAA EVENTS**

## AAA Events Canada Day Expense & Revenue With Beer Garden

Item/Expenditure	Cost	Revenue Source (est)	Amount
3 Musicians @ \$50	\$ 150.00	Vendors	\$ 200.00
1 Musicians @ \$100	\$ 100.00	Vendors with Disc.	\$ 175.00
Town Crier	\$ 50.00	Beer Garden Sponsors	\$ 625.00
Final Act	\$ 180.00	Beer Garden	\$ 3,265.00
Event Insurance	\$ 529.63	Good Guys Fund	\$ 250.00
Ice	\$ 137.53	Keg Return	\$ 210.00
SOP	\$ 75.00	Sponsors	\$ 450.00
Beer	\$ 1,930.32		
Coolers	\$ 422.20		
Bar Staff 3	\$ 360.00		
Tag Security (2)	\$ 822.64		
Sound Tech	\$ 200.00		
Sound Equipment Rental	\$ 100.00		
Portable toilets, Hand Wash statio	\$ 367.25		
Decorations and Supplies	\$ 89.16		
Tables & Chairs	\$ 332.22		
Marketing	\$ 98.10		
<b>Total</b>	<b>\$ 5,944.05</b>		
<b>Total revenue/loss after expenses</b>			<b>\$ 5,175.00</b>
			<b>-\$ 769.05</b>

**B.C.C. MINUTES FEB. 29, 2016 @ B.C.C. @ 7:45 P.M.**

**Present:** John Brennan, Gloria Buckley, Betty Sojka, Liz van Ravens, Karen Smith

**Secretary's Report:** Minutes of **Jan. 5, 2016** were read by Gloria & all. Liz & Betty moved & seconded the minutes as accepted as presented. Carried.

The **2015 Minutes** were given to Liz to take to **The Town of Erin** with the **Treasurer's Books**.

**Treasurer's Report:** Adjusted totals for **Dec.31, 2015** were as follows: Bank Balance was \$23 805.04. Vouchers totalled \$5 383.81. Deposits were \$4 264.00. Fundraising was \$69.00. Rent was \$3 795.00 with Deposits of \$1 125.00.

The **2016 Budget** was handed in to **The Town of Erin**.

As of **Jan.31, 2016** the Bank Balance was \$24 122.26. Vouchers totalled \$1 922.78. Deposits were \$2 240.00. Rent totalled \$1 740.00 with Deposits of \$475.00. Betty & John accepted & seconded the Treasurer's Report as presented.

Our well wishes are sent to Al Alls' wife after a small stroke.

Nothing has been done to the storage room as the Band has yet to confirm their decisions.

Vermin problem is slowing down. Traps are still set & being monitored.

Nancy says the door is still sticking. It is worse when it is warm. Liz will look up the lock smith's phone # & get information from him re door types & accessibility buttons.

The Dance on May 7 is tentative. Karen will call Carole re other dates as **Rockwood** is hosting **The Good Brothers Cancer Benefit Supper & Dance** that night & that will conflict.

**Spring Break** is the week of **Mar. 14**.

All **B.C.C. Hall Board Member** positions will remain the same for **2016**. This was moved & seconded by Gloria & Betty. Carried.

**FIRE SECURITY SYSTEM CHECK:** was done by all.

**T.A.P.O.N.M.:** Mon. Mar. 21 @ 7:30 P.M. @ B.C.C. (was changed to Apr. 4, 2016.)

**Adjournment of the meeting** was by Liz & Gloria. Carried.

Town of Erin Heritage Committee (T.E.H.C.)

Minutes of Meeting

Monday, January 18, 2016, 7:05 p.m.

Council Chambers

1. Meeting called to order by Chairperson Jamie Cheyne. Present: Margaret Barnstaple, Jeff Duncan, John Gainor, Paul Lewis, and Donna Revell. Regrets: Bob Wilson.
2. Declaration of Pecuniary Interest. None.
3. Approval of Minutes of December 14, 2015. Moved by Donna and seconded by Jamie to accept. Carried.
4. Delegations - None.
5. Business Arising from Minutes
  - 5.1 Erin Advocate Inserts. Jamie was contacted by Leta Root who has the Tweedsmuir books. The next monthly school article will be on Mimosa School, S.S.#14. The following months will be Coningsby, May School and Binkham. John has spoken to the Binkham school inhabitants who had received information years ago from Steve Revell.
  - 5.2 63A Trafalgar Road - Nodwell House. Mentioned that it was given an "A" category listing on our register.
  - 5.3 Economic Development - Robyn Mulder is in charge of the Doors Open for 2016 in our Town which will take place on June 11. The Economic Development Dept. will pay. Doors Open is run by Ontario Heritage Trust. Jamie asked us to think of buildings or areas to submit soon as possible.
  - 5.4 Lintels. Jeff requested that when we are out and about in Erin, we make note of where we notice lintels on buildings to tell him, as the style is unique to our area. Donna brought in the board that Steve Revell had made up, but has not yet found his list of property addresses.
6. Correspondence.
  - 6.1 Jamie distributed a request last month from Betty Andersen of Puslinch who has proposed a one day conference in 2016 in Wellington County. This project has now been cancelled.
  - 6.2 Wellington County Heritage. We were informed by Janice Hindley that the Wellington County Museum & Archives will make up presentations and bring articles when requested. We will plan another open house in October. Jamie and Donna will contact Janice and Susan Dunlop, and we will ask for items from our residents too.
  - 6.3 Jeff has received from Town staff a letter from the Royal Heraldry Society of Canada. They suggest that they can make a new Town coat of arms which matches 'regulations'. There's a cost involved and we won't be following up.
7. New Business.
  - 7.1 TEHC budget. The information from last month's budget motion is coming to Council soon. *(We have spent \$719.95 of 2015's budget. It was suggested that we ask to have it carried over as a reserve*

*for upcoming projects. Moved by Donna Revell and seconded by Margaret that the Town of Erin Heritage Committee requests the Town's Treasury Department set up a heritage reserve fund with the unspent allocation of our 2015 budget. We further request our 2016 allocation be \$2,000.00. Carried. )*

7.2 Lighthouse Press. They sent Jamie a flyer which he will scan and email to us.

7.3 Town Committees' Terms of Reference. Before the previous Economic Development Officer left, he was tasked with writing up Terms of Reference for each of Erin's committees. Since the Heritage Committee had been done back in 2003 and accepted as a by-law, we hope to go back to the 'old' terms instead of the 'new' terms. The old terms include cultural but not all of the things we do. Jeff will follow up giving the by-law to Clerk Dina Lundy.

## 7. Errata

- Jeff brought in his DVD of the only 2 Lancaster planes currently flying. Margaret borrowed it.
- Margaret summarized our demolition recommendations for 2015. It will be put in our binders.
- Cecil Chambers died.

9. Next meeting Monday, February 22, 2016 at 7:00 in the Council Chamber because the third Monday is Family Day.

9. Adjourned at 8:45 p.m.

ADAPTED MAR 21, 2016

**REPORT ON COMPLAINT**  
filed in accordance with  
*Section 239 of the Ontario Municipal Act 2001* (as amended)  
Corporation of the Town of Erin

*Prepared by:*  
John G. Maddox  
*JGM Consulting*  
April 5<sup>th</sup>, 2016

**REPORT ON COMPLAINT**  
filed in accordance with  
*Section 239 of the Ontario Municipal Act 2001 (as amended)*  
Corporation of the *Town of Erin*  
*Prepared by: John G. Maddox, JGM Consulting*

Effective January 1<sup>st</sup> 2008, the Municipal Act was amended to provide reasonable access to the Municipal ratepayers to file a complaint with respect to “Closed Meetings” and “Public Notice” of those meetings.

Municipalities were provided with an opportunity to appoint a “Closed Meeting Investigator” under *Section 239 of the Municipal Act* or in the absence of doing so the Office of the Ontario Ombudsman would undertake such a review.

The legislative amendments were put in place in an effort to ensure greater accountability, openness and transparency with respect to “local government” decision making.

I have recently received a closed meeting complaint under date of March 7<sup>th</sup>, 2016. This complaint is prompted by an October 6<sup>th</sup>, 2015 meeting (resolution) that requested a cost benefit analysis of a full-time By-law Enforcement position for the Town of Erin. The complainant alleges that since no public record indicates receipt of the report it was likely under taken in a closed session – inappropriately.

This subject matter is similar in nature to the compliant that I responded to under date of February 26<sup>th</sup>, 2016 pertaining to a January 19<sup>th</sup> meeting.

I have reviewed the material and chronology around the recent compliant and make the following observations:

1. The Council resolution of October 6<sup>th</sup>, 2015 did request a report outlining some detail as to pro/con of a full time Bylaw Enforcement Officer. This report was not completed as requested for a number of reasons. It is also apparent that other options did come into play with respect to this service. There is no evidence of closed door discussions around the preparation of this report.
2. In early January there were some preliminary discussions for budget purposes that provided some indication of costs for Bylaw services (full-time).
3. The Municipality were approached to consider a shared position for Bylaw services and on February 23, 2016 a draft agreement was presented to council

(public session) for consideration. The Mayor and Clerk were authorized to proceed on this matter.

4. The partner Municipality is to assume responsibility for the hiring of this position once the terms and conditions are “ironed” out. This process is underway and the partner Municipality has posted the position. The Town of Erin will participate in the selection process. The successful candidate will be employed by the partner Municipality.

I believe this chronology should clarify the sequence of events. There were assumptions made in this complaint application that can't be substantiated.

There is no indication of any closed meeting activity directly relating to this matter other than the January 19th meeting on which I have previously reported. The report (October 6<sup>th</sup> resolution) requested did not materialize and in fact was overtaken by events around the potential of a “shared position”. Council appear to be satisfied in this direction and I have confirmed that with the Mayor and member responsible for the resolution in question (October 6<sup>th</sup>, 2015).

On that basis I will comment no further with respect to this application other than to re-affirm the recommendation of my previous report.

Respectfully submitted

John G. Maddox  
JGM Consulting





April 4<sup>th</sup>, 2016

To Whom It May Concern:

I am pleased to announce that Angelstone Tournaments will be running for a total of 5 weeks in the 2016 year. Dates include:

The Erin Welcome CSI\*\* (June 8<sup>th</sup> -12<sup>th</sup>)

The Headwaters Cup and Hunter Spectacular CSI\*\* (June 15<sup>th</sup> -19<sup>th</sup>)

The Champions CSI\*\*\* (August 17<sup>th</sup> -21<sup>st</sup>)

The National CSI\*\*\* (August 24<sup>th</sup> -28<sup>th</sup>)

The International CSI\*\*\* (August 30<sup>th</sup> -September 4<sup>th</sup>)

As our 2016 circuit is approaching, a liquor permit will be needed for each week of the Tournament. During the dates listed above, our show will include food stands, vendors and VIP areas with alcohol being served and sold in two large tents placed central and rear of the property. Alcoholic beverages will be served throughout the five days of each week in the designated tent areas between the hours of twelve o'clock pm and eleven o'clock pm. During these times, the estimated attendance varies approximately two hundred to three hundred. All Thursday and Saturday events are expected to increase to an estimate of eight hundred guests. The Tournament will be contained completely on the Angelstone Farms property, located at 8720 Wellington Rd 50, Erin, Ontario.

We look forward to working with you to make this event memorable.

Best regards,

Kelly Clermont  
 Angelstone Tournaments  
[www.angelstone.co](http://www.angelstone.co)  
[kelly@angelstone.co](mailto:kelly@angelstone.co)  
 P.O. Box 299, Acton, ON L7J 2M4  
 Office - 519-279-6788

## Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
<b>Open Items</b>				
Fill By-law	CAO/CBO	2014	Q2 2016	vetting through lawyer, estimated to be before Council on May 3
Centre 2000 Shared Use Agreement	CAO		5-Apr-16	updates included in qly report
Mayor and Reeves Wall of Recognition	TEHC	2-Jun-15	2016	
Station 50 - Update Emergency Plan	Fire Chief/County Emergency Manager	2-Jun-15	Q2 2016	EOC mtg April, Linda will attend Council May 3 for annual report
Determine the best option for updating the Official Plan	Council	13-Jul-15	Q3 2016	
Operational Plan - Finalizing 4 year objectives	CAO		5-Apr-16	
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 presented April 5
List of types of desired businesses	EDO	15-Sep-15	2016	request resolution to remove from list
Stanley Park Arch and Gates - formal designation	TEHC	20-Jan-15	Q2 2016	
Review possible user options for old public school property	EDO	20-Oct-15		request resolution to remove from list
Report - 5 year on range of possible tax implications - increase based on CPI and current AMP	Director of Finance	3-Nov-15	Q2 2016	
Schedule meeting to review strategies to address current economic challenges	EDO	3-Nov-15		
Report on procedures, policies and options re: Demolition Permit	CBO/Planning staff	1-Dec-15	Q2 2016	
moving forward with necessary processes to add the creation of secondary dwelling units within accessory buildings as a permitted use	CBO/Planning staff	16-Feb-16	Q3	
letter to real estate community regarding placing signs and the removal of them	CAO	22-Mar-16	19-Apr-16	
amend fee by-law to include Road Occupancy Permit	Clerk	22-Mar-16	3-May-16	possible changes from fire department as well
report regarding videotaping Council meetings	Clerk	22-Mar-16		investigating options including current agenda software
Implement a reward/incentive program for staff finding efficiencies/cost savings	CAO	5-Apr-16		
Invite Ontario Clean Water Agency to do a presentation to Council on water/wastewater issues	CAO	5-Apr-16		
<b>Completed Items</b>				
Full time By-law Officer Report	CAO	6-Oct-15	Q1 2016	
Outstanding Operational Review Item - Fire Department Review	CAO	1-Sep-15	26-Feb-16	10am
Inquire with the Town of Minto regarding videotaping Council Meetings	Clerk	16-Feb-16	1-Mar-16	complete Mar 1 Agenda
Pulic Open Forum Report	Clerk	1-Mar-16	22-Mar-16	complete Mar 22 Agenda

## Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
Check with Rogers to see if they are interested in broadcasting Council meetings	Clerk	19-Jan-16	Q2 2016	no interest
Report on potential amendments to the sign by-law	By-law	17-Nov-15	Q1 2016	complete Mar 22 Agenda
Report on actions/options required to implement a Community Safety Zone By-law	County Planning	1-Sep-15	Q2 2016	County Engineer resp.
Amend Feb 26 - Fire Op Rev meeting minutes to include statement regarding the impact of medical response calls	Clerk	22-Mar-16	23-Mar	complete
GMF Application for wastewater class EA feasibility study - submission and results	Triton Engineering	2-Jun-15	n/a	completed - Funding Approved
Organizational and Compensation Review	CAO		5-Apr-16	
revised draft site alteration by-law, taking Council, OSRTF, and CAFD comments	CBO	22-Mar-16	5-Apr-16	
meet with staff to discuss best process for open forum	Mayor Alls, Councillor Sammut	22-Mar-16	5-Apr-16	meeting took place, discussion item on agenda
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 2016 on April 5
Alcohol Risk Policy - update	CAO/Facility Manager	19-May-15	5-Apr-16	complete
Report on Community Safety Zones in both Villages, Crosswalk on the Main Street of Erin, and Truck Bypass around the Village of Erin	County Roads Department	16-Feb-16	Q2 2016	Letter recd on Apr 5 agenda from Cnty Roads
begin negotiations with Jardine Lloyd Thompson Canada Inc with the objective of entering into a contract for the Town's insurance coverage	Financial Analyst	22-Mar-16		mtg April 12, 2016
Advise the County of Wellington of Council's position regarding the application for 6012 Eighth Line	Clerk	5-Apr-16	19-Apr-16	complete



400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519.621.2761 Toll free: 866.900.4722 Fax: 519.621.4844 Online: [www.grandriver.ca](http://www.grandriver.ca)

March 30, 2016

RECEIVED

APR 04 2016

TOWN OF ERIN

Grand River Watershed Municipal Clerks:

Re: Grand River Conservation Authority (GRCA) comments on Ministry of the Environment and Climate Change (MOECC) Draft Excess Soil Policy Framework

On March 24, 2016, the Members of GRCA directed that the attached report be circulated to all Member municipalities. It was felt that this joint concern would be of interest to GRCA watershed municipalities, which are facing many of the same issues in dealing with excess soil and large fill sites.

While generally supportive of the Provincial direction, the Members noted support for two of the proposed actions specifically:

1. MOECC to work with partner ministries to develop a new regulation under the *Environmental Protection Act* requiring larger and/or riskier source sites to develop and implement excess soil management plans certified by a Qualified Person and made available to MOECC and local authorities.
9. Ministry of Municipal Affairs and Housing and Ministry of Resources and Forestry to explore, with partners, legislative and non-legislative ways to improve compliance and enforcement with *Municipal Act* and *Conservation Authorities Act* requirements.

If you have any questions regarding the report, or the GRCA position on this issue, please contact Fred Natolochny at 1.519.623.2763 extension 2229.

Yours sincerely

Helen G. Jowett, CHRP, MBA  
Chair, Grand River Conservation Authority

## Grand River Conservation Authority

**Report number:** GM-03-16-33

**Date:** March 24, 2016

**To:** Members of the Grand River Conservation Authority

**Subject:** Proposed Excess Soil Management Policy Framework

---

### Recommendation:

**THAT** Report GM- 03-16-33 - Proposed Excess Soil Management Policy Framework be received as information;

**AND THAT** this report be forwarded to the Ministry of the Environment and Climate Change through Environmental Registry Number 012-6065 to provide comment on the proposal.

### Summary:

The Province of Ontario has posted “Proposed Excess Soil Management Policy Framework” on Ontario’s Environmental Registry (ER posting number 012-6065). Comment on the posting is due by March 26<sup>th</sup>, 2016. The proposed policy framework lays out a more comprehensive plan to deal with excess soil resulting from development and infrastructure projects. The general intent is to shift responsibility to generating sites, recognize excess soil as a resource whenever possible, and to treat the material as a waste where it is warranted. The responsibilities for management and oversight are being identified, with specific recommendations for policy and actions required, including review, modification and introduction of new regulations where required.

### Report:

#### Background

The Ministry of Environment and Climate Change has taken the lead role in an inter-ministerial review of the provincial position in the handling of excess soil. Excess soil, or fill material, has become an issue in and around the Greater Toronto Area. The GRCA has been dealing with this issue, along with our member municipalities for some time now. GRCA has a guide for staff use when considering large fill proposals. Initial discussions with municipalities in 2011 resulted in a guide being approved for staff use in 2012. Conservation Ontario has an active group monitoring this issue, which GRCA is part of, and they have coordinated the position of Conservation Authorities when providing input to the province. In addition the GRCA sits in a Large Fill group with the City of Hamilton. Staff have engaged with various other municipalities to address specific questions or issues.

The Province had issued “Management of Excess Soil – A Guide for Best Management Practices” in January 2014 in response to increased concerns from municipalities, conservation authorities and others. This paper was a guidance document that made recommendations, such as having a soil management plan, and employing “qualified persons” but did not address legislative deficiencies that allow for continued operation of some sites without adequate and appropriate supervision. Comments

at the time suggested that the guide was not adequate and that a further review should be undertaken as voluntary compliance was not an effective management tool.

Following release of the Provincial guide, staff reviewed the GRCA guideline and provided an update to the Board that was approved in 2014. As there was little change in the tools available, we refined, but did not materially change the guide staff use in reviewing permit applications.

Conservation Ontario and certain conservation authorities have been providing comments to the provincial review of this issue, including written comments and attendance at listening sessions. The province posted a proposed policy framework to the Environmental Bill of Rights on January 26<sup>th</sup>, 2016 inviting comments by March 26<sup>th</sup> 2016. Staff intend to work with Conservation Ontario to get comments submitted, and to submit comments directly from the GRCA as well.

### **Proposed Excess Soil Management Policy Framework Review**

The proposed policy framework very closely reflects the comments provided to the province over the past few years. There is a clear direction to place responsibility on the owners of source sites. Where possible, re-use is encouraged, where the soil quality is compromised, such as that from some brownfield sites, excess may be declared “waste” and treated accordingly. These new directions will require some new and some changes to existing regulation. Additional record keeping has been identified as a key component of the soil management system to achieve transparency with the management of the material throughout the transfer from source site, through potential intermediate storage sites to the eventual deposition site. In addition, a new regulation is required to identify a “Qualified Person” who would be responsible for determining the soil quality, ensuring a soil management plan is developed and that the plan is implemented. Responsibility for the material would remain with the source site during the entire process. That would allow for tracking and assigning responsibility for soil that is not appropriately handled.

The Conservation Ontario Large Fill working group has suggested that an excess soil management plan could be linked to building permits and Planning Act approvals to provide greater provincial and municipal overview. Environmental Compliance Certificates for interim storage and for soil treatment sites or facilities may be required for temporary storage to promote remediation of soil to protect the environment and public health.

The framework recommends review of the Municipal Act to remove restrictions on municipal site alteration regulations that currently do not allow application of municipal site alteration bylaws where conservation authority regulations are applied. This is a key recommendation supported by conservation authorities as this provision has led to considerable conflict with municipalities as issues considered by conservation authorities do not cover the full suite of concerns from a municipal perspective.

In addition, the province will consider amendments to various other pieces of legislation that may be beneficial, such as allowing excess soil in aggregate licensed areas under certain circumstances, and developing an educational program for the industry and ways to improve compliance and enforcement with Conservation Authorities Act requirements.

There is a renewed emphasis to consider excess soil as a resource and to plan for re-use whenever possible. This may include municipal re-use strategies, or soil banking for future use. Market based mechanisms for re-use are being considered in the proposed framework.

### **Comments**

The proposed framework has incorporated the majority of the comments provided to the province by Conservation Ontario and the GRCA. Staff are particularly pleased with the commitment to review the Municipal Act and Conservation Authorities Act exclusion which has led to a disjointed management scheme. In addition, we believe that identifying the source site as a responsible party, with regulations and provincial intent to administer the process, will allow for a coordinated and comprehensive program to track and use excess soil.

The priorities and timelines suggested are attached to this report.

One area that was not addressed is the lack of commitment on the part of the province to consider funding for monitoring and compliance activities that are required of conservation authorities. While this issue is broader than excess soil management, it is a contributory component of program delivery costs.

Staff recommend that the following key points be presented to the Province to consider when developing a work plan to implement the proposed Excess Soil Management Policy Framework:

- The Grand River Conservation Authority supports the proposed initiative to address the issue of excess soil movement in a comprehensive policy framework.
- There should be a clear delineation of the responsibility for management of excess soil, from source site to final deposition, with appropriate guidelines and enforcement procedures.
- There should be a single point of responsibility for administration and monitoring of excess soil management, and the responsible party should be able to consider all potential impacts (environmental, social, economic).
- Monitoring and compliance are required to provide confidence in the system.
- Costs for administration, monitoring and enforcement of the Conservation Authorities Act need to be considered and means for recovery of costs identified in the strategy.

#### **Financial implications:**

Not applicable

#### **Other department considerations:**

Resource Planning, Engineering, and Natural Heritage staff are involved in the review and administration of applications and violations involving large fill operations.

#### **Prepared by:**

***Fred Natolochny***  
***Supervisor of Resource Planning***

#### **Approved by:**

***Nancy Davy***  
***Director of Resource Management***

## 6.0 PRIORITIES AND TIMELINE

The actions outlined in the proposed framework will be prioritized based on feedback heard through consultation. The Ministry would work with its partner ministries, industry and qualified persons to follow through on a number of actions over the next year and into the future, including the following potential actions which are either already underway or would be initiated in the near future:

PROPOSED ACTION	Currently Underway	Short-term (2016)	Longer-term
1. MOECC to work with partner ministries to develop a new regulation under the EPA requiring larger and/or riskier source sites to develop and implement excess soil management plans certified by a Qualified Person and made available to MOECC and local authorities.		X	
2. MMAH and MOECC, could require proof of an Excess Soil Management Plan for issuance of certain building permits.			X
3. MMAH and MOECC, to promote linking requirements for excess soil management to applicable Planning Act approvals through guidance			X
4. MOECC to work with Qualified Persons on excess soil management guidance.	X		
5. MOECC to clarify when waste approvals apply to excess soil processing sites and prescribe requirements for temporary storage sites.		X	
6. MMAH with MOECC to consider approaches that would encourage municipalities to identify appropriate areas (e.g. industrial) for excess soil storage and processing to encourage local re-use, to be achieved through ongoing updates to the provincial land use planning framework, including the coordinated review of provincial plans.	X		
7. MMAH and MNRF to consider amendments to legislation to remove restrictions on site alteration by-laws in conservation authority regulated areas.	X		
8. MMAH and MOECC to develop educational materials respecting receiving sites, including larger (commercial) sites, to inform municipalities in the development or updating of by-laws.		X	
9. MMAH and MNRF to explore, with partners, legislative and non-legislative ways to improve compliance and enforcement with Municipal Act and Conservation Authorities Act requirements.	X		
10. MNRF to consider requiring record keeping for fill being brought to licensed and permitted aggregate sites, through the current review of the Aggregate Resources Act	X		
11. OMAFRA and MOECC, to develop best-practice guidance for farmers to limit impacts of the importation of soil onto farmland.	X		
12. MOECC to develop approaches and standards for re-use of excess soil that provide for environmental protection and sustainable re-use of excess soil.		X	X
13. MOECC to develop clear guidance to inform requirements on testing of excess soil.			X
14. MOECC to develop guidance for smaller, lower risk source or receiving projects or sites.			X



PROPOSED ACTION	Currently Underway	Short-term (2016)	Longer-term
15. MMAH with MOECC to identify opportunities to encourage municipalities to develop soil re-use strategies as part of planning for growth and development (e.g. official plans, master planning) through ongoing updates to the provincial land use planning framework, including the coordinated review of provincial plans.	X		
16. MOECC to develop guidance for the consideration of <i>excess soil</i> in the environmental assessment processes that govern large infrastructure and other development projects.			X
17. Province to support pilot projects identifying opportunities and procedures for <i>excess soil</i> re-use		X	
18. MOECC to integrate and align various aspects of provincial policy including Regulation 347 (Waste) and O. Reg. 153/04.		X	
19. Province, including MOECC, MTO and MEDEI, to review and update existing guidance for provincial projects (e.g. transportation and infrastructure) to ensure alignment.			X
20. MOECC to develop a stakeholder group (and potential sub-working groups) to provide input on proposed policies, technical matters, guidance and implementation, including coordination with external programs.		X	
21. Industry and MOECC will jointly investigate approaches to program delivery, e.g. like the UK CL:AIRE model, that promote market-based mechanisms to encourage the reuse of excess soil.		X	

## Corporation of the Town of Erin

(delivered as email attachment)

5684 Trafalgar Rd.  
Hillsburgh, ON N0B 1Z0  
Phone: 519-855-4407

April 12, 2016

Attention: All of Council

For inclusion in April 19<sup>th</sup> Council Agenda under Correspondence.

At the beginning of 2016, Mayor Allan Alls granted an interview to both the Wellington Advertiser and the Erin Advocate which was thereafter reported in the Advertiser (January 8, 2016) under the headline: **Erin council to hold growth and development public meeting; mayor pushing for decisions.**

The article stated: Erin has currently spent around \$650,000 on the EA process (including the SSMP) to date and has budgeted \$200,000 for the next three years, that the estimated cost for a new wastewater plant will be around \$60 million.

The articles continues that: Alls would like to see the whole town cover the costs of that initial build because the town would be borrowing money or seeking grants in order to fund the project.

“The way I see it, it’s a user-pay system but the initial construction and basics of the system will be a town-paid system,” he said.

With the federal and provincial governments promising infrastructure grants, Alls said he is “pushing like hell” to be prepared.

Since this is the way the Mayor sees it, we would like to know if the rest of Council supports the Mayor’s vision that all 11,000 residents pay the capital costs for the construction of both the collection system and the wastewater processing facility, for all costs not covered by government grants.

This issue had been addressed and agreed to by the previous council that it should be user-pay based, indexed to household water consumption.

This subject deserves serious discussion by all of Council at this juncture, prior to committing to a specific EA strategy by the Ainley Group.

Moreover, Council’s discussion should be totally transparent, the decision completely unambiguous.

Thank you,

Roy VAL  
18 Pine Ridge Road,  
Erin, ON

Joe SPITERI  
9030 Wellington Road 50  
Erin, ON

cc. D. Lundy, Town Clerk



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**The Corporation of the Town of Tillsonburg**

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April 04, 2016

VIA Email

To: Southwestern Ontario Municipalities

**RE: MEMORANDUM - OPAL Request for Resolution**

Please find attached the resolution approved by the Council of the Town of Tillsonburg at their Regular Council meeting held on March 29, 2016.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donna Wilson', is written over a horizontal line.

Donna Wilson  
Town Clerk

Attachment: Resolution of Town of Tillsonburg Council

TS/DW

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**CORPORATE OFFICE**

200 Broadway, Tillsonburg, Ontario, N4G 5A7, Telephone # (519) 842-6428, Fax # (519) 842-9431

Web: [www.town.tillsonburg.on.ca](http://www.town.tillsonburg.on.ca)

Moved By: Councillor Esseltine

Seconded By: Councillor Stephenson

***WHEREAS the Town of Tillsonburg supports Oxford County's Sustainability Plan including the Zero Waste objective by 2025;***

***AND WHEREAS Tillsonburg stands united with Oxford County in declaring the county and its municipalities unwilling hosts to garbage from areas beyond their municipal boundaries;***

***AND WHEREAS all local governments need to take responsibility for waste created within their borders while avoid the exportation of waste to other municipalities;***

***AND WHEREAS any and all regulations, practices and best available technologies shall be used to reduce the generation of waste and ultimately to ensure the elimination of the movement of waste across municipal borders and its resulting impact on the health of area residents and the environment;***

***THEREFORE be it resolved, That the Town of Tillsonburg endorses the material as presented by the Oxford People Against Landfill (OPAL) delegation on March 14, 2016;***

***THAT the Town strongly encourages the Province and other private and public sector partners to ensure waste generation is minimized and stays within the municipal area where it is generated, and finally;***

***THAT a copy of this Resolution be forwarded to Premier Kathleen Wynne, Minister Glen Murray (MOECC), MPP Ernie Hardeman, Southwestern Ontario municipalities, the County of Oxford, and OPAL.***

Motion Carried

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**CORPORATE OFFICE**

200 Broadway, Tillsonburg, Ontario, N4G 5A7, Telephone # (519) 842-6428, Fax # (519) 842-9431

Web: [www.town.tillsonburg.on.ca](http://www.town.tillsonburg.on.ca)



**Laurie Scott, MPP**

Haliburton-Kawartha Lakes-Brock

**Queen's Park Office:**

Rm. 434, Main Legislative Bldg.  
Queen's Park  
Toronto, Ontario M7A 1A8

Tel. (416) 325-2771

Fax (416) 325-2904

E-mail: [laurie.scott@pc.ola.org](mailto:laurie.scott@pc.ola.org)

**Constituency Office:**

14 Lindsay St., North  
Lindsay, Ontario K9V 1T4

Tel. (705) 324-6654

1-800-424-2490

Fax (705) 324-6938

E-mail: [laurie.scottco@pc.ola.org](mailto:laurie.scottco@pc.ola.org)

RECEIVED  
APR 12 2016  
TOWN OF ERIN

April 7, 2016

Mayor Allan Alls  
Town of Erin  
5684 Trafalgar Rd RR 2  
Hillsburgh, ON N0B 1Z0

Dear Mayor Alls,

I write to you today to ask you to support my efforts as MPP and PC Critic for Women's Issues, to call on the provincial government to take immediate steps to combat human trafficking in Ontario and to raise public awareness of this horrid crime.

Human trafficking is a heinous crime that has been referred to as nothing short of modern day slavery. It is one of the fastest growing crimes, and starts and stays in Canada – over 90 percent of victims are Canadian-born. Worse, Ontario is a major hub for human trafficking in Canada, as the proximity to cities along the Highway 401 corridor provides an accessible thoroughfare for traffickers, and the ability to keep victims isolated. Victims are lured over the internet, meaning that this crime is in our neighbourhoods, our communities and our towns.

Victims – predominantly girls averaging the age of 14, and shockingly as young as 11 – are lured into a nightmare that they can almost never escape on their own. Traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour.

On February 18, 2016, the Legislative Assembly of Ontario unanimously supported Bill 158 on Second Reading, which aims to take immediate steps against human trafficking in Ontario.

The bill provides as follows:

- Declare February 22<sup>nd</sup> as Human Trafficking Awareness Day in Ontario;
- Allow for an application to be brought by a parent of a trafficking victim under the age of 18, a trafficking victim aged 18 or over or an authorized agent such as Covenant House to obtain a protection order from a judge to prohibit the trafficker from contacting or approaching the victim. Such an order would remain in place for a minimum of three years;

- Create a tort or civil action of human trafficking, allowing victims to sue their traffickers for damages and an accounting of profits; and
- Amend the definition of “sex offender” under *Christopher’s Law (Sex Offender Registry)*, 2000 to include criminal offences for trafficking of victims under the age of 18 years.

In May of last year, I also received unanimous support for a motion asking the Government of Ontario to immediately create a provincial task force to combat human trafficking in Ontario.

The task force would have a similar structure and funding model to the Guns and Gangs Task Force. A multi-jurisdictional task force made up of specially-trained police officers, Crown prosecutors, judges, and frontline workers would coordinate information sharing, and collaboratively work to apprehend criminals and rescue victims. Training and education would also have to be specialized not only for law enforcement and the justice system, but for victims’ services, health care workers, schools and businesses.

The task force was endorsed by the Select Committee on Sexual Violence and Harassment, which I had the honour of co-chairing.

The two recommendations are as follows:

57. The Ontario government provide resources for the development of a coordinated approach to help victims of human trafficking, allowing providers of support services and the criminal justice system to share information and work collaboratively.

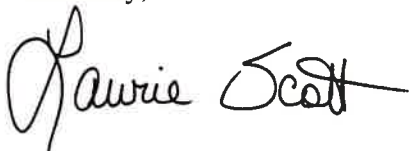
58. The Ontario government develop a multi-ministerial, province-wide strategy on human trafficking.

Ontario is far behind other provinces when it comes to combatting human trafficking and taking significant action. For instance, in Manitoba, they have enacted legislation as far back as 2012, which has seen multiple victims rescued and traffickers put behind bars for breaching protection orders.

I ask that you and your council members consider putting forward a resolution to support the following attached draft resolution.

I look forward to your support.

Sincerely,



Laurie Scott, MPP  
Haliburton-Kawartha Lakes-Brock

**Municipal Resolution on Anti-Human Trafficking Task Force  
and Bill 158, *Saving the Girl Next Door Act, 2016***

WHEREAS human trafficking is a heinous crime that has been referred to as modern day slavery; and

WHEREAS traffickers recruit, transport, harbour and control the girl next door for sexual exploitation or forced labour; and

WHEREAS it is one of the fastest growing crimes that starts and stays in Canada, targeting victims – 90 percent of which are Canadian-born and predominantly female, averaging the age of 14; and

WHEREAS Ontario is a major hub of human trafficking in Canada, and victims are lured, manipulated and coerced, often over the internet from every part of Ontario; and

WHEREAS human trafficking is in our neighbourhoods and our communities;

THEREFORE BE IT resolved that the Council of (name of municipality) support Bill 158, *Saving the Girl Next Door Act, 2016*, support MPP Laurie Scott's motion for a multi-jurisdictional and coordinated task force of law enforcement agencies, Crown prosecutors, judges, victims' services and frontline agencies; and

That a copy of this resolution be forwarded to all Members of Provincial Parliament and municipalities.



# Township of North Frontenac

6648 Road 506  
P.O. Box 97, Plevna, Ontario K0H 2M0  
Tel: (613) 479-2231 or 1-800-234-3953, Fax: (613) 479-2352  
[www.northfrontenac.ca](http://www.northfrontenac.ca)

April 13, 2016

All Municipalities  
Via Email

Attention: All Municipalities within Ontario

Dear Clerks:

**Re: Independent Electrical System Operator Review of Request for Proposal Process for the Award of Renewable Energy Contracts**

Please be advised the Council of the Corporation of the Township of North Frontenac passed the following Resolution at the March 18, 2016 Council Meeting:  
**Moved by Councillor Good, Seconded by Councillor Inglis #155-16**  
**WHEREAS** the Independent Electrical System Operator has requested input on the RFP process used to award renewable energy contracts;

**AND WHEREAS** the government indicated that new contracts would be directed to willing host communities with the Minister of Energy indicating on March 7 that it would be 'almost impossible' for a contract to be granted under the current process without municipal agreement;

**AND WHEREAS** three of the five contracts announced on March 10 2016 did not have municipal support for the project;

**AND WHEREAS** the current process does not meet the government's standards for openness and transparency because municipal Councils are asked to support power projects based on little or no detail and further, the recipient municipalities are unable to determine the basis on which individual contracts were awarded;

**AND WHEREAS** the province has not demonstrated that renewable energy projects are of sufficient strategic importance in meeting Ontario's electricity generation requirements and/or carbon emission reduction targets to warrant the province taking action to override municipal decisions;



**THEREFORE BE IT RESOLVED THAT** the Council of the Township of North Frontenac requests:

1. That the Municipal Support Resolution become a mandatory requirement in the IESO process;
2. That the rules be amended to require that the resolution related to this support must be considered in an open Council meeting held after the community engagement meeting organized by the proponent;
3. That full details of the project, including siting of project elements and site consideration reports, are required to be made available at the community engagement meeting and to the Council before the resolution is considered;
4. That the terms of any municipal agreement related to the project also need be discussed in open Council and that such agreements cannot contain terms that limit the municipality's ability to exercise Municipal Act powers relative to the project;
5. That the process includes the requirement for the municipality to provide comments on the project directly to the IESO;
6. That any points for Aboriginal participation in a given power project be limited to the First Nation who has a comprehensive claim on the land where the project will be built;
7. That any announcement of the successful bidders includes an explanation of the points awarded to each bid.

**AND THAT** this Resolution be provided to the President of IESO; Minister of Energy; All Municipalities within the Province; Randy Hillier, MPP; and AMO.

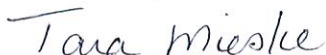
**AND THAT** the Mayor is authorized to do a press release.

**Carried**

Please provide the Resolution to your Council for consideration of the request for support.

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

Yours truly,



Tara Mieske  
Clerk/Planning Manager  
TM/bh



ALCOHOL RISK  
MANAGEMENT  
POLICY &  
BY LAW # 16-

APRIL 19, 2016

**CORPORATION OF THE TOWN OF ERIN**

**BY-LAW #16-**

**Being a By-Law to repeal and replace by-law #00-16  
to establish an Alcohol Risk Management Policy for the  
Corporation of the Town of Erin**

**WHEREAS**, Section 102 of the Municipal Act, R.S.O. 1990, provides every Council the authority to pass such by-laws and make such regulations for the health, morality and welfare of the inhabitants of the municipality in matters not specifically provided for by this Act as may be deemed expedient and are not contrary to law.

**AND WHEREAS**, Council for the Corporation of the Town of Erin deems it expedient to establish regulations governing facilities owned and/or managed by the Town of Erin where alcohol consumption is not permitted and events where alcohol consumption is permitted and events where alcohol consumption is permitted under the authority of a Special Occasion Permit.

**AND WHEREAS**, the Town of Erin has developed an Alcohol Risk Management Policy in order to prevent alcohol related problems from arising within its facilities to promote a safe, enjoyable environment for those who use the facilities.

**NOW THEREFORE** the Council of the Corporation of the Town of Erin **ENACTS AS FOLLOWS:**

1. That the attached Alcohol Risk Management Policy for the Corporation of the Town of Erin referred to as Schedule "A" dated April 4th, 2016 hereby forms part of this By-Law.
2. Schedule "B" designated areas where alcohol use is prohibited and areas designated for conditional use of alcohol under the authority of a Special Occasion Permit hereby forms part of this By-Law.
3. Alcohol Risk Management signs are posted in all Town of Erin Facilities during licensed events where alcohol is being served
4. That this By-Law repeals the former Town of Erin By-Law #00-16
5. That this By-Law will take effect upon final passage thereof.

**Passed in open Council on April 19, 2016.**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**Schedule "A"**

**ALCOHOL**

**RISK MANAGEMENT POLICY**

**For the**

**CORPORATION OF THE**  
**TOWN OF ERIN**

Adopted: February 16th, 1999

Amended: April 19th, 2016

## ALCOHOL RISK MANAGEMENT POLICY

### PREAMBLE:

The Town of Erin owns and manages facilities where alcohol consumption is not permitted and other facilities where alcohol consumption is permitted under the authority of a Special Occasion Permit. The Town of Erin has developed an Alcohol Risk Management Policy in order to prevent alcohol related problems that arise from alcohol consumption within its facilities and to promote a safe, enjoyable environment for those who use these facilities. The policy is not intended to stand in opposition to legal and moderate drinking.

A range of problems can arise from alcohol consumption. These problems can affect not only the drinkers but other people who use the facilities. These problems include:

- vandalism and destruction of property;
- police being called to municipal property;
- injuries to drinkers or other individuals
- liability action and increased insurance rates arising from alcohol-related injuries or deaths;
- loss of insurability, should the insurer's risk assessment escalate;
- charges laid against the municipality or the Special Occasion Permit holders under the Liquor License Act;
- suspension or loss of alcohol permit privileges by the Liquor License Board of Ontario;
- loss of enjoyment by non-drinkers and moderate drinkers;
- complaints lodged by offended parties;
- loss of revenue due to reduced participation; and
- Increased public concern about alcohol consumption.

In many instances, these problems will not be attributable to moderate drinkers or to those who respect the rules regarding alcohol consumption. The majority of these problems will arise from drinkers who engage in four specific drinking practices;

- a) drinking to intoxication;
- b) drinking and driving
- c) underage drinking; and
- d) drinking in prohibited areas.

To the extent that these four drinking practices can be reduced, the likelihood of alcohol-related problems will correspondingly diminish. For those who do not engage in these targeted drinking practices, the policy will be minimally intrusive.

## **PURPOSE OF THE POLICY**

The Alcohol Risk Management Policy consists of a range of measures designed to prevent alcohol related problems and to increase the enjoyment of those who use the facilities. By reducing the potential for alcohol related problems, the Town of Erin concurrently increases user's enjoyment of the facilities, reduces the risk of death and injury and reduces its risk of liability actions. In this context, policy measures introduce barriers which impede the adoption of the targeted drinking practices.

The policy is divided into four sections:

1. Designation of facilities where alcohol use is prohibited;
2. Designation of facilities where alcohol use is permitted;
3. Specification of conditions under which alcohol use is permitted; and
4. Enforcement procedures for violations of the policy.

## **SECTION 1.**

### **AREAS DESIGNATED WHERE ALCOHOL USE IS PROHIBITED**

The Liquor License Act of Ontario prohibits the consumption of alcohol in public places unless a license or a Special Occasion Permit has been issued. In accordance with the Liquor License Act, the consumption of alcoholic beverages is prohibited in the majority of parks, gardens, sports facilities and service facilities in the Town. Town Council may change the designation of any site at its discretion. A complete list of these areas can be obtained from the Municipal Office and the Recreation and Parks Department. Users who seek permission to use these facilities will be asked to sign a form agreeing that people included in the activity or event will not be intoxicated or consume alcohol (see Appendix A).

The following events are designated as not eligible for alcohol use: all minor sports events and all youth events, including banquets and dances; all "Family Day" events, such as sports tournaments and family days; and all outdoor youth sports activities.

## **SECTION 2.**

### **AREAS DESIGNATED FOR CONDITIONAL USE OF ALCOHOL**

These are facilities and areas currently designated for alcohol use under the authority of a Special Occasion Permit. Town Council may change the designation of any site at its discretion. A complete list of these areas can be obtained from the Municipal Office and the Parks and Recreation Department. Users who seek permission to use these facilities with a Special Occasion Permit will be asked to sign a form stipulating the conditions of use (see Appendix B).

## SECTION 3.

### CONDITIONS FOR SPECIAL OCCASION PERMITS

Anyone who wishes to serve alcohol at a designated site must complete an agreement form that stipulates the conditions under which alcohol may be served (see Appendix B). In addition, the responsible person must obtain a Special Occasion Permit from the Liquor License Board of Ontario. The Special Occasion Permit holder must ensure that all the conditions of the Liquor License Act and this policy are adhered to at the event. The Town of Erin is under no legal obligation to allow licensed events to be held on its property. If the Town so chooses, it may impose on the event whatever restrictions it deems appropriate in the circumstances.

All Special Occasion Permit holders are required to adhere to the following conditions:

#### 3.1 Category: Control

- 3.1.1 The permit holder or designated staff (door monitors) will ask for proper identification at the door if individuals appear to be under the age of 19. The permit holder will accept only a Proof of Age card, a military card, citizenship card a photo drivers license, or a passport as identification for alcohol purchase or consumption. If there is any doubt about the person's age the designated staff can request approval from the person in charge by the designated permit holder or the facility staff or its representative. Notification regarding this procedure will be posted at the entrance and rowdy or intoxicated individuals will be refused entrance.
- 3.1.2 Underage individuals will be refused entrance to Special Occasion Permit Events. An exception may be made in the case of a family occasion such as a wedding, anniversary or family reunion, however alcohol must not be served to people under 19 years old.
- 3.1.3 The Town reserves the right to determine and to reject at its discretion who can serve as bartenders, servers or monitors.
- 3.1.4 The permit holder will ensure that the bartenders and servers do not serve alcohol to persons deemed to be underage, intoxicated, and rowdy or to unauthorized people at the event.
- 3.1.5 There will be at least 1 monitor per 150 participants and 1 monitor for each entrance and exit at the facility or area. Monitors will supervise the event, encourage legal and moderate drinking behavior and ensure that any problems that arise are dealt with appropriately. A minimum of 60% of monitors must be smart served trained
- 3.1.6 The monitors, bartenders and servers will not be under the influence of alcohol at any time during the event while on duty.

3.1.7 The permit holder will provide the Town of Erin a list of bartenders (with verified current SMART Serve certificate), servers and monitors a minimum of 24 hours before the event. The permit holder will require that all bartenders serving at the Erin Community Centre, Centre 2000, Hillsburgh Community Centre, Balinafad Community Centre, Hillsburgh Sports Fields, and McMillan Park will be trained in the SMART Serve Program. In all other areas designated for conditional use of alcohol, at least 60% of the bartenders, servers and monitors will be trained in the SMART Serve, with a minimum of 1 SMART Serve trained bartender serving at all times.

### **3.2 Category: Sale of Alcohol**

- 3.2.1 When tickets are sold for alcoholic beverages, there will be a limit of 4 per person at one time. Discounts will be not offered for the volume purchase of tickets. There must be a minimum of 1 SMART Serve trained ticket seller per 150 participants, with a minimum of 60% of the ticket sellers being SMART Serve trained.
- 3.2.2 All bottles must stay within the bar area. All drinks must be served in disposable paper or plastic cups.
- 3.2.3 At a cash bar, each person will be limited to a purchase of 4 drinks at a time. Discounts will not be offered for the volume purchase of alcoholic beverages.
- 3.2.4 A sign will be posted at the bar and at the ticket counter stating the law on serving to intoxication.
- 3.2.5 The ticket sellers will refund any unused tickets for alcoholic beverages during the event. A sign will be posted to this effect.
- 3.2.6 Ticket sales and ticket refunds will be handled until 30 minutes before the end of the event.
- 3.2.7 There will be no last call made by event organizers. Entertainers/D.J's will be told that there will be no last call announcement.
- 3.2.8 Permit holder for public events (or event sponsor) is not to consume alcohol while the event is in progress
- 3.2.9 All event workers must wear highly visible identification approved by the Town of Erin management



### **3.3 Category: Low Alcohol and Non-Alcoholic Options**

- 3.3.1 The permit holder must show to the satisfaction of the Town of Erin representative that at least 30% of the alcoholic beverages offered consist of low alcohol options (i.e. low alcohol beer or 2.5 % beer). These options will be highlighted by either displaying the bottles or by posting the options.
- 3.3.2 The permit holder will ensure that the portion of spirits served and the price will be posted at the ticket counter.
- 3.3.3 Non-alcoholic drinks will be available throughout the event. A sign will be posted identifying that low alcohol and non-alcoholic beverages are available at the event.
- 3.3.4 No extra strength beer (over 5%) will be made available
- 3.3.5 In all municipal facilities where children and youth are allowed entry, advertising that promotes alcohol products or alcohol brand names is prohibited

### **3.4 Category: Accountability**

- 3.4.1 The Town of Erin will post a sign, stating the telephone number for the Municipal Office: If there are concerns regarding alcohol consumption during the event, they should be directed to the manager on duty or the designated person in charge
- 3.4.2 The permit holder will obtain a minimum of one million dollars liability insurance, two weeks prior to the event.
- 3.4.3 For large public events The Town of Erin reserves the right to hire at least 2 police officers or security personnel during an event with the sponsoring group or individual paying the cost for added security
- 3.4.4 The following signs or posters will be posted (samples of signs attached)
  - a) Intoxication Statement
  - b) Statement of Accountability
  - c) Safe Transportation
  - d) Ticket Sale Limit
  - e) Statement of Acceptable ID
  - f) Restricted Areas

### **3.5 Category: Safe Transportation**

- 3.5.1 The permit holder will be responsible for promoting safe transportation options for all the drinking participants. Examples of safe transportation options are:
- a) designated drivers selected from non-drinking participants at the event;
  - b) designated drivers provided by the sponsoring group;
  - c) taxi paid either by the sponsoring group or the participant; or
  - d) buses chartered by the sponsoring group.

### **3.6 Category: Other**

- 3.6.1 The Town of Erin reserves the right to introduce other conditions from time to time at its discretion

## **SECTION 4**

### **ENFORCEMENT PROCEDURES FOR POLICY VIOLATION AND INFRACTIONS**

#### **4.1 Areas Where Alcohol is Prohibited**

- 4.1.1 A violation of this policy occurs when individuals consume alcohol in a facility or area where alcohol consumption is prohibited. Group members, staff and the local authorities may intervene if there is a policy violation.
- 4.1.2 A group member may intervene by informing the offending individual(s) that the alcohol policy prohibits alcohol consumption and asking that the violation stop. Group members should feel encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and legal charges.
- 4.1.3 Event workers must report any infraction of this policy to the designated Town of Erin staff as soon as possible or within 24 hours of the occurrence. Event workers will need to fill out an incident report form to report the infraction
- 4.1.4 Event workers must report any infraction of this policy to the police whenever they believe such action is needed.
- 4.1.5 The designated municipal staff will take steps to ensure the policy violation stops. Staff members will ask that the consumption of alcohol stop or they can ask the individual violator or organized group to leave the facility or area depending on the circumstances and the nature of the violation (especially if there is the potential for harm, for loss of enjoyment by non-drinkers, or for complaints). Should individuals or group members fail to comply the staff member can call police for enforcement.

- 4.1.6 The designated municipal staff must close down an event when there are infractions of the Municipal Alcohol Policy or Liquor License Act previously requested for correction, but that are not corrected by the permit holder.
- 4.1.7 When participants are found to be drinking alcohol in restricted areas such as changing rooms, municipal staff will step in and ask them to stop. If illegal drinking continues, police are to be called.
- 4.1.8 The Town of Erin senior staff will review all reported infractions at their next STM. The CAO or Recreation Supervisor will send a registered letter to the permit holder, describing the problem, indicating that no further violations will be tolerated and possibly cancelling further rental permits depending on severity of the infraction. This decision may be made in consultation with the Liquor License Inspector, the Police or at council's discretion. Penalized groups must be able to demonstrate to municipal staff that they will follow all policy regulations if they want to contract future functions or permits in Town of Erin Facilities.
- 4.1.9 Should contracted members of a group violate the policy after receiving a warning letter, their security deposit will be forfeited and they may be required to appear before Council or its representative.
- 4.1.10 If a violation occurs after a contracted group's security deposit is forfeited, the group will be suspended from use for a minimum of one year. A registered letter will be sent to the group and they will be required to appear before Council or its representative for reinstatement.
- 4.1.11 If the group is a non-contracted renter, the ice-surface lights will be turned off and the police notified. Policy violators will be removed.
- 4.1.12 A member of the local police may intervene in a violation of this policy on his or her initiative or in response to a request either from any staff member or a member of the general public. The police officer will ask that the alcohol consumption stop, or can order the individuals or organized group to leave the facility or area. In addition, the officer may, at his or her discretion, lay charges against the offending individuals under the Liquor License Act of Ontario or any other relevant legislation. The police have the right to seize any alcohol that is used in the commission of an offence under the Liquor License Act.

## **4.2 Areas Where Alcohol is Permitted**

- 4.2.1 A violation of this policy occurs when the Special Occasion Permit holders fail to comply with the conditions of the Liquor License Act of Ontario or the Alcohol Policy. Participants, staff, local authorities and an Inspector of the Liquor License Board of Ontario may intervene if there is a policy violation.

- 4.2.2 A member of the organizing group or the designated monitor(s) may intervene by informing the offending individual(s) of the policy violation and asking that it stop. Group members and monitors should feel encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and legal charges.
- 4.2.3 The permit holder is responsible for determining if assistance is needed in enforcing the Alcohol Risk Management Policy, conditions of the Special Occasion Permit, or the Liquor License Act. The permit holder is responsible for requesting support from the appropriate authorities including local police and the designated Town of Erin staff person
- 4.2.4 A Town of Erin staff member will take steps to ensure the policy violation stops. Depending upon the severity of the policy infraction, the organizers of the event may be asked to stop the violation or they may be closed down. Should the organizers fail to comply, the police may be called for enforcement.
- 4.2.5 Where the Special occasion Permit holders have violated the alcohol policy, and have been notified of the violation, they may receive a registered letter advising of the violation, and indicating that no further violations will be tolerated. Some violations are serious enough to warrant immediate shut down or denial of access. This decision may be made by the Liquor License Inspector, police or at the Town of Erin's discretion
- 4.2.6 Should members of a group violate the policy after receiving a warning, the security deposit will be forfeited and they may be required to appear before Council or its representative
- 4.2.7 If a violation occurs after a group's security deposit is forfeited; the group will be suspended from use for a minimum of one year. A registered letter will be sent to the group and the group will be required to appear before Council or its representative for reinstatement.
- 4.2.8 A member of the local Police or an Inspector from the Liquor License Board of Ontario may intervene in a violation of this policy on his or her initiative, or in response to a request from either any staff member or a member of the general public. Depending upon the severity of the infraction, charges may be laid under the Liquor License Act of Ontario or any other relevant legislation. The police have the right to seize any alcohol used in the commission of an offence under the Liquor License Act of Ontario.

## SECTION 5

### POLICY SUPPORT

- 5.1.1 After adopting the policy the Senior Staff Team will design and implement a strategy using Policy Implementation Planning form from the MAP Guide toolkit to orient all municipal staff, Council members, and community user groups to the policy requirements and promote the policy to the community at large.
- 5.1.2 Based on information gathered from event organizers, facility staff and event participants, an ad hoc team shall review this policy annually.

**APPENDIX A**

**SPORTS ACTIVITY AGREEMENT FORM**

As contact person for:

Team Name (print)	Contact Name (print)	Phone Number
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1. I have received and reviewed a copy of the Town of Erin's Alcohol Risk Management Policy.
2. I understand that alcohol cannot be consumed in Town of Erin facilities and areas in compliance with the Liquor License Act of Ontario and the municipal Alcohol Risk Management Policy.
3. I understand that if any member of my team is consuming alcohol in these facilities or areas, a registered letter of warning may be issued advising of the policy violation and indicating that no further violations will be tolerated. Independent action can be taken by the local police force and the Liquor License Board, at its discretion.
4. I understand that if any member of my team violates the policy within one year of receiving a warning, our group may forfeit its security deposit or may be suspended from using any Town of Erin facility or area for a minimum period of one year.
5. If violation occurs after forfeiting the security deposit, my group will be suspended for a minimum of one year.
6. I will not allow anyone to compete if I suspect he or she is intoxicated or may otherwise be incapable of participating safely.
7. Prior to the use of these facilities, I will provide the Town of Erin with the names and addresses of the team captains so that a brochure outlining the policy can be sent to them.

\_\_\_\_\_  
Town of Erin Representative Signature

\_\_\_\_\_  
Contact Signature

Date \_\_\_\_\_

**APPENDIX B**

**AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDERS**

- L I have received and reviewed a copy of the Town of Erin's Alcohol Risk Management Policy.
- 2. I agree to adhere to the conditions of this Policy and the Liquor License Act of Ontario.
- 3. I understand that if an infraction of the Policy occurs, the Town may warn or seize the security deposit or suspend my organization from using the facilities for a minimum period of one year.
- 4. I understand I can be held liable for injuries and damages arising from failing to adhere to the Liquor License Act of Ontario, or from otherwise failing to take action that will prevent foreseeable harm from occurring.
- 5, I understand that the local police and a Liquor License Board Inspector can lay charges for infractions of the Liquor License Act of Ontario or other relevant legislation.
- 6. I agree to obtain the appropriate insurance at least two weeks prior to the event.

\_\_\_\_\_  
Town of Erin Representative Signature

\_\_\_\_\_  
Contact Name (print)

\_\_\_\_\_  
Contact Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

## APPENDIX C

### GUIDELINES FOR SPECIAL OCCASION PERMIT HOLDERS

As the contact person for a Special Occasion Permit, your group can be held liable, among other things, for injuries and damages arising from failing to adhere to the Liquor License Act of Ontario. These conditions include serving someone to intoxication, serving someone who already is intoxicated, serving minors, failing to prevent impaired individuals from driving, failing to prevent impaired individuals from participating in potentially dangerous events, and failing to adequately manage rowdy or intoxicated patrons.

1. Monitor the entrance with two people, aged 19 or over. This allows staff to screen for identification and to ensure underage, intoxicated, rowdy or potentially troublesome patrons are not allowed entrance. It is easier to prevent problems if such people are not admitted to your event.
2. Cover each exit with an additional monitor, aged 19 or over. This allows you to take reasonable steps to prevent impaired people from driving. These reasonable steps can include using a designated driver either from the non-drinking participants at the event or from your group of helpers. Alternatively, it can consist of a chartered bus paid by the group for the occasion, if these efforts fail, staff may attempt to detain impaired drivers and call the police.
3. In order to reduce levels of intoxication and the rate of consumption, staff should encourage patrons to consume food, low alcohol beverages, and non-alcoholic beverages.
4. In order to reduce the risk of intoxication refund unused tickets, avoid serving oversized drinks, double shots or spirits, or beer in pitchers. Do not allow drinking contests, volume discounts, or other marketing practices which encourage increased alcohol consumption.
5. Ensure the facility is adequately lighted, signs are visible, and stairs are clear. As the occupier of the premises, your group is required to ensure the physical setting is safe for both drinkers and non-drinkers. Take extra precautions in regards to stairs, balconies, elevators, swimming pools, skating rinks and other areas that pose special risks. Your group may be held liable if an accident occurs due to the physical set-up of the facility or area.
6. Prevent patrons from engaging in activities that pose potential risks of harm to themselves or others. As the organizer, you must take reasonable steps to prevent foreseeable harm whether patrons are intoxicated or not.
7. Do not contravene the Liquor License Act by serving minors, intoxicated patrons, or be serving to intoxication. Ensure that serving staff know the signs of intoxication and are prepared to cut off patrons.



8. Support serving staff in adhering to the Liquor Licensed Act by allowing them the flexibility to offer discounts on food or non-alcoholic drinks. Managers should give servers the power to deny alcohol service to any patron and management will support the servers' decision. By allowing this discretionary power, staff can defuse potentially troublesome incidents when patrons should not be served any more alcohol.
  
9. If an alcohol related violation occurs, act promptly to rectify the situation and restore adherence to the Liquor License Act. Whenever the Act is violated at your event, you are at risk of being charged. Even if no charge is laid, the fact that the Liquor License Act has been violated can be used to undermine your defense in any civil suit.

## APPENDIX D

### RATIONALE

#### **Rationale for Section 3.1 :Control**

The Special Occasion Permit holder and the facility owner need to be alerted to the potential liability and attendant responsibility to prevent participants from becoming intoxicated and protect them from foreseeable harm.

In order to provide a safe environment and control behavior, event organizers must supervise entrances and exits. By controlling entry, underage, intoxicated, rowdy or unauthorized people can be prevented from entering an event. This will considerably reduce the likelihood of a problem occurring.

By providing the facility owner with a list of bartenders, servers and monitors, those who previously have over-served, served minors, and served intoxicated patrons can be asked not to participate in the event. A facility owner who failed to take such steps would be in a far more precarious legal position in any subsequent suit.

If injuries result from an event, the facility owner can be held liable and prosecuted under the Liquor License Act, regardless of any agreement with the permit holder.

#### **Rational for Section 3.2: Sale of Alcohol**

By limiting the number of tickets or drinks participants can purchase at one time, the ticket sellers, monitors, bartenders and servers are provided with more opportunities to observe participants for signs of intoxication. Table consumption can be moderated by not selling rounds of large numbers of tickets - strips of twenty, for example.

#### **Rational for Section 3.3: Low Alcohol and Non-Alcoholic Options**

Low alcohol beverages help prevent intoxication by providing responsible consumers with an opportunity to consume less alcohol and avoid becoming intoxicated while providing servers with a substitute drink for those nearing intoxication. A patron consuming a regular beer (at 5% alcohol) could drink two "extra light" beers (at 2.5% alcohol) to ingest the same amount of alcohol. Similarly, "light" beer (at 4% alcohol) Represents a 20% reduction in alcohol intake.

#### **Rational for Section 3.4: Accountability**

While the local authorities and Liquor License inspectors are informed of the date and place of the special occasion function, they do not always have an opportunity to drop in and check on the operation of the event. The signs serve notice to the permit holder that while enforcement personnel may not be present the entire time, concerned participants will know where to lodge a complaint. This can facilitate early correction of potentially risky situations.

If an individual is injured, and if the Town of Erin were to be found 'jointly and severally' liable, the Town could end up paying the total judgment should the Special Occasion Permit holder be uninsured or Inadequately insured. In addition to costing the municipality to settle the award, a municipality might have difficulty obtaining continued insurance coverage.

### **Rational for Section 3.5: Safe Transportation**

The risk of liability is high when an impaired driver leaves an alcohol related event. Event organizers must assume responsibility for promoting safe transportation for all drinking participants. Safe transportation options are essential since the only way to sober up an impaired person is with time. Coffee provided at the end of the evening only turns a sleepy drunk into a wide awake drunk and still unable to drive.

## SCHEDULE "B"

### AREAS DESIGNATED WHERE ALCOHOL USE IS PROHIBITED

Carberry Park  
 Hill Street Park  
 Lions Park - Hillview Avenue  
 Village Walking Trail System  
 Athenwood Parkette  
 Mountainview Parkette  
 Riverside Park Erin  
 Heritage Parkette Hillsburgh  
 McMillan Park Erin

### AREAS DESIGNATED FOR CONDITIONAL USE OF ALCOHOL

Erin Township Tennis Club  
 Erin Community Centre and Arena  
 Centre 2000 and Theatre  
 Hillsburgh Community Centre and Arena  
 Balinafad Community Centre  
 Victoria Park Hillsburgh  
 Town of Erin Municipal Office  
 Town of Erin Public Works and Water Facilities  
 Barbour Sports Fields Hillsburgh  
 Jim Bailey Ball Park Balinafad  
 Hillsburgh Municipal Fire Hall  
 Erin Village Municipal Fire Hall

## THE CORPORATION OF THE TOWN OF ERIN

### BY - LAW NO. 16-

#### A by-law to provide rules governing the order and proceedings of the Municipal Council of the Corporation of the Town of Erin, and its Committees and Local Boards, and to repeal By-law 15-56

**WHEREAS** pursuant to Section 238 (2) of the *Municipal Act, S.O., 2001, c. 25*, as amended, every Council and local board shall adopt a procedure by-law governing the calling, place and proceedings of meetings;

**NOW THEREFORE** the Council of the Corporation of the Town of Erin enacts as follows:

#### 1. Definitions

- 1.1 **“Ad Hoc Committee”** means a committee appointed to review and report on a specific issue; once the report is delivered, the ad hoc committee is automatically dissolved unless continued by Council.
- 1.2 **“Agenda”** means the specific items of business to be dealt with at a Meeting of Council or Committee of Council, placed in sequence and defined by the order of business.
- 1.3 **“By-law”** means a law of the municipality passed by the municipal council.
- 1.4 **“CAO”** means the Town Manager/Chief Administrative Officer of the Corporation of the Town of Erin, or his or her designate.
- 1.5 **“Clerk”** means the Clerk of The Corporation of the Town of Erin, or his or her designate.
- 1.6 **“Closed Session”** means a meeting or part of a meeting that is not open to the public under authority of section 239 of the *Municipal Act, S.O. 2001, c. 25*, as amended, may also be referred to as an “In Camera Session”.
- 1.7 **“Committee of Council”** means an advisory or other Committee, sub-Committee or similar entity of which at least one of the Members is also a Member of Council.
- 1.8 **“Committee”** means any committee, such as an advisory, ad hoc or standing committee established by the Council from time to time.
- 1.9 **“Council”** means the Municipal Council of The Corporation of The Town of Erin.
- 1.10 **“Defer”, “Deferred” or “Deferral”** means, when used in connection with a matter or item before the Council or Committee of Council, that the said matter or item is to be dealt with at the next or specified meeting of the same body; may also be referred to as “postponing” a matter.
- 1.11 **“Delegation”** means a person or persons who address Council or a Committee of Council in the manner described within the provisions of this by-law.
- 1.12 **“Emergency”** means a situation or the possibility of an impending situation which by its nature and magnitude requires a timely, coordinated and controlled response.
- 1.13 **“Ex Officio”** means a member of a body (a board, committee, council, etc.) who is part of it by virtue of holding another office.
- 1.14 **“Head of Council”** means the Mayor of The Corporation of the Town of Erin.

- 1.15 **“Local Board”** means a municipal service board, transportation commission, public library board, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs or purposes of one or more municipalities, excluding a school board and a conservation authority.
- 1.16 **“Main Motion”** means a formal proposal introducing a substantive question to the meeting as a new subject, or a subject related to past business.
- 1.17 **“Majority”** means a number greater than half of the total.
- 1.18 **“Meeting”** means the official assembly of the Council, or a Committee, as the case may be, includes the Chairperson/Mayor.
- 1.19 **“Member”** means a member of the Council or a committee, as the case may be.
- 1.20 **“Municipality”** means The Corporation of the Town of Erin.
- 1.21 **“Notice of Motion”** means an advance notice to Members of a matter on which the Council or Committee of Council will be asked to take a position.
- 1.22 **“Pecuniary Interest”** means a direct or indirect pecuniary interest within the meaning of the Municipal Conflict of Interest Act, R.S.O. 1990, chapter M.50 as amended.
- 1.23 **“Point of Order”** means a matter that a Member considers to be a departure from or contravention of the rules, procedures or generally accepted practices of Council or a Committee of Council.
- 1.24 **“Presiding Officer”** means the person presiding at a meeting. Also known as the Chairperson.
- 1.25 **“Quorum”** means the majority of all the whole number of members, excluding those members with a declared conflict of interest, required to constitute Council and/or Committee; or not less than two members where by reason of *The Municipal Conflict of Interest Act* members are disallowed by the Act from participating in the meeting.
- 1.26 **“Recommendation”** means a recommended course of action. A Committee of Council may pass a recommendation to be later taken up by Council for its consideration.
- 1.27 **“Recorded Vote”** means documenting within the minutes of a Meeting the name of each Member and their vote on a matter or question, in favour, opposed, abstained (shall be recorded as opposed), or absent.
- 1.28 **“Regular Meeting”** means a scheduled Meeting held in accordance with the approved calendar or schedule of Meetings.
- 1.29 **“Resolution”** means a motion or question to be considered by Council or Committee of Council.
- 1.30 **“Council/Staff Working Meeting”** means a special meeting called by Council resolution for the purpose of interacting with staff on specific matter(s).

## 2. General Rules

- 2.1 The rules and regulations contained within this by-law shall be observed in all proceedings of Council and shall be the rules and regulations for the order and the dispatch of business of the Council and, wherever possible and with the necessary modifications, for all Committees of Council, unless otherwise prescribed.
- 2.2 All points of order or procedure for which rules have not been provided with this by-law shall be decided by the Presiding Officer in accordance, as far as it is reasonably practical, with the rules of parliamentary law as contained in James

Lochrie's Meeting Procedures, Parliamentary Law and Rules of Order for the 21<sup>st</sup> Century.

- 2.3 No provision of this by-law shall be suspended except by resolution by a majority vote of the members of Council.
- 2.4 The use of cameras, electric lighting equipment, television cameras and any other device of mechanical, electronic or similar nature used for transcribing or recording proceedings by auditory or visual means by accredited and other representatives of any news media may be permitted with the approval of the Head of Council.
- 2.5 Cell phones are required to be either turned off or placed on vibrate during Council or Committee meetings. Members of Council and municipal staff shall not communicate by electronic means during a meeting.
- 2.6 The members may by resolution, cancel or alter the time, day, or place of any meeting pursuant to the notice provisions of this by-law.

### **3. Meetings**

#### **3.1 Location of Meetings**

- a) All meetings of Council shall take place in the Council Chambers at the municipal office, 5684 Trafalgar Road, Hillsburgh, or such other place designated and used by Council from time to time. Notice of meetings held at locations other than the municipal office shall be provided in accordance with the notice provisions of this by-law.
- b) Notwithstanding section 3.1 a) above, in the event of an emergency, the Council shall determine, at its discretion, other locations within or outside the municipality to hold its meeting, pursuant to Section 236 (1) of the Municipal Act, 2001. The Clerk shall provide notice in accordance with section 4.3 of this by-law.

#### **3.2 Inaugural Meeting**

- a) The inaugural meeting of the new Council, in each term, shall be held on the first Tuesday in December in each election year, in the Council Chambers of the municipal office at 6:30 pm.
- b) Notwithstanding section 3.2 a), an alternate location, date, and time of the inaugural meeting may be determined by resolution of Council.

#### **3.3 Regular Meetings**

- a) Council meetings shall be held on the first and third Tuesday of each month of the year at the hours of 1:00 pm and 6:30 pm, respectively, unless by resolution, Council selects an alternate meeting date or time.
- b) Notwithstanding section 3.3 a), during the months of July and August, there shall be one (1) meeting scheduled for each month by resolution setting out the date, time, and location.
- c) The fourth Tuesday of each month may be used from time to time as a Regular Council Meeting should there be sufficient business in the opinion of the Clerk and Town Manager/CAO.
- d) When the day for a meeting is a public or civic holiday, the Council shall meet at the same hour on the next regular business day, unless decided otherwise.

#### **3.4 Calling of Meetings to Order and Quorum / No Quorum**

- a) A majority of all members of council shall constitute a quorum and be necessary for the transaction of business. A majority of all members shall be determined as three (3) members of Council.

- b) Unless there is a quorum present within fifteen (15) minutes after the time appointed for the meeting, the Council or Committee of Council shall stand adjourned until the next meeting date, and the Clerk shall record the names of the members present at the expiration of the fifteen (15) minutes.
- c) As soon after the hour of the meeting as there is a quorum present, the Mayor shall assume the chair and call the members to order. In the absence of the Mayor, a Presiding Officer shall be chosen from the members present and that person shall preside during the meeting until the arrival of the Mayor.
- d) If at any time during the meeting there is no quorum in attendance, the meeting shall automatically stand recessed until there is a quorum once again in attendance. Should the lack of a quorum continue for fifteen (15) minutes from the time of its occurrence, the meeting shall stand adjourned until the next scheduled meeting.
- e) Where the number of members of Council who are unable to participate in a meeting by reason of the provisions of the Municipal Conflict of Interest Act, R.S.O. 1990, such that, at the meeting the remaining members are insufficient to constitute a quorum, the remaining members shall be deemed to constitute a quorum, provided such number is not less than two (2).
- f) If members of Council are not going to be in attendance or are going to be late for a meeting, they shall contact the office of the Clerk in advance of the meeting.

### 3.5 Special Meetings

- a) The Head of Council may at any time call a special meeting. See section 3.1 for location of meetings, and section 4.2 of this by-law for notice of special meetings.
- b) Upon receipt of a petition of the majority of the members of Council, the Clerk shall call a special meeting of Council for the purpose and the time mentioned in the petition. See section 3.1 for location of meetings, and section 4.2 of this by-law for notice of special meetings.
- c) No business may be transacted at a special meeting other than that specified in the notice or agenda.
- d) Notwithstanding any other provision of this by-law, a special meeting may be held without notice in the case of an emergency, as defined in the Emergency Management Act, provided that attempts have been made to reach all members and notice is placed on the Town website.
- e) A Special Meeting may also constitute a Public Meeting pursuant to legislation, including but not limited to matters under the Planning Act.
- f) Notwithstanding the provisions of this by-law, the time limitation for delegations, as set out in this by-law, shall not apply to a Public Meeting pursuant to legislation, including but not limited to matters under the Planning Act.
- g) A Special Meeting also constitutes a Council/Staff Working Meeting for the matter(s) listed on the Agenda.

### 3.6 Closed Sessions

- a) For the purpose of this section, a meeting or a portion thereof, not open to the public shall be called a 'closed session'.
- b) All meetings of council and committees shall be open to the public except as provided for in section 239 of the Municipal Act, 2001.



Exceptions:

- i. The security of the property of the municipality or local board;
  - ii. Personal matters about an identifiable individual, including municipal or local board employees
  - iii. A proposed or pending acquisition or disposition of land by the municipality or local board;
  - iv. Labour relations or employee negotiations;
  - v. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality;
  - vi. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
  - vii. A matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act; 2001, c.25, s. 239 (2);
  - viii. If the subject matter relates to the consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act if the Council, Board, Commission or other body is the head of an institution for the purposes of that Act. 2001, c. 25, s. 239(3);
  - ix. If the meeting is held for the purpose of educating or training the members and if no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee of that Act 2006, c.32, Schedule A, s. 103(1).
- c) Before holding a closed session, the Council shall state by resolution the reason for holding the closed session and the general nature thereof.
  - d) When a closed session is necessary, it will be a requirement that the minutes shall be prepared and circulated in the next closed session agenda and signed by the Presiding Officer and Clerk.
  - e) All agendas, confidential reports and materials for closed sessions will be circulated to the members in sealed envelopes in advance of the closed session whenever possible.
  - f) The closed session material shall be returned to the Clerk or his/her designate, at the close of the meeting at which the closed session is held.
  - g) The Clerk shall be responsible for retaining a confidential copy of all original documentation distributed in relation to closed sessions, and for retaining the confidential minutes of all closed sessions.
  - h) It shall be the responsibility of the members and staff to respect the confidentiality of all matters disclosed to them and materials provided to them during closed sessions.
  - i) Members of Council shall not disclose any information pertaining to matters dealt with by Council in closed session, prior to it being reported out publicly. Items can either be ratified in open Council immediately after the closed session or at a future scheduled Council meeting. Upon the reporting out of any closed session agenda item, any individual member may express their own personal position on the item, but shall not refer to or discuss the specific positions or opinions (written or verbal) of other members of Council or any staff member.

#### **4. Notice of Meetings**

##### **4.1 Regular Meetings**

- a) A meeting schedule shall be maintained on the Town website. Posting of meetings on this schedule shall constitute notice of regular and special meetings of council, and will include the date and time of the meeting.
- b) A copy of the Council meeting agenda shall be provided to the members of Council and posted on the Town's website for public viewing. The posted agenda shall be considered as notice of regular and special meetings of council. The agenda shall include the date, time, and place of the meeting.
- c) The Clerk shall ensure that notice of each regular meeting of council is provided to the members of council and the public at least forty eight (48) hours in advance of said meeting. The members of council shall receive notice of the regular meeting electronically, or by telephone, and the public shall receive notice in the manner identified in section 4.1 a) and 4.1 b).
- d) The Clerk or CAO, may cancel a meeting of Council when, in their opinion, there is sufficient cause to do so. The Clerk shall provide notice of cancellation of a meeting to Council, staff, the local media, and other interested parties within at least (3) hours in advance of a meeting. The public shall receive notice by the method identified in section 4.1 b), and/or by posting notice on the entrance doors located at the municipal office; or the entrance door of the location where the meeting was scheduled to be held.

##### **4.2 Special Meetings**

- a) The Clerk shall ensure that notice of each special meeting of Council is provided to the members of Council and the public at least twenty four (24) hours in advance of the said meeting. The members of Council shall receive notice of a special meeting electronically, or by telephone, and the public shall receive notice in the manner specified in 4.1 a) and 4.1 b).

##### **4.3 Emergency Meetings**

- a) The Clerk shall ensure that notice of an emergency meeting of Council is provided to the members of Council and the public once the meeting has been scheduled. The members of Council shall receive notice of an emergency meeting electronically, or by telephone, and the public shall receive notice in the manner specified in 4.1 a) and 4.1 b) of this by-law. If it is not feasible to provide notice by any of the above methods, then notice shall be given in whatever manner is deemed to be effective and appropriate, given the circumstance.

- 4.4 Lack of receipt of the notice by any member of Council shall not affect the validity of holding a meeting nor any action taken at a meeting.

#### **5. Responsibilities of the Presiding Officer or Chairperson**

- 5.1 The Mayor as Head of Council shall chair all meetings of Council or Committee unless otherwise provided for. The Mayor is a Member, ex officio, of all other Committees of the Council, and shall have the same rights, including voting rights, as a member.

- 5.2 The Mayor shall be the Presiding Officer at all Council meetings. In the absence of the Mayor, and if a quorum is present, the Council shall elect a chairperson from amongst the members present. While presiding, the member appointed by Council shall have all the powers and duties of the Head of Council.

- 5.3 It shall be the duty of the Presiding Officer to:

- a) open the meeting of Council by taking the Chair and calling the members to order;

- b) announce the business before the Council in the order in which it is to be acted upon;
- c) ensure the meeting agenda is followed and that the meeting progresses with due efficiency;
- d) receive and submit, in the proper manner, all motions presented by the members of Council;
- e) put to a vote all motions which are moved and seconded, or necessarily arise in the course of proceedings, and to announce the results;
- f) decline to put to vote resolutions which infringe upon the rules of procedure or are beyond the jurisdiction of Council;
- g) restrain the members, within the rules of order, when engaged in debate;
- h) enforce the observance of order and decorum among the members;
- i) do all matters to permit the meeting to proceed in an orderly and efficient manner;
- j) expel or exclude from any meeting any member of the gallery who is guilty of improper conduct at the meeting;
- k) call on another member to assume the role of Presiding Officer if desiring to take part in debate or otherwise;
- l) authenticate, by his signature when necessary, all by-laws and minutes of the Council;
- m) inform or advise the Council on points of order or usage;
- n) represent and support the Council, declaring its will and implicitly obeying its decisions in all things;
- o) ensure that the decisions of Council are in conformity with the laws and by-laws governing the activities of the Council;
- p) adjourn the meeting when the business is concluded;
- q) adjourn the meeting without question in the case of grave disorder arising in the Council Chambers;
- r) select members of Council who are to serve on Committees, such selections to be ratified by Council.

## **6. Responsibilities of All Council Members**

- 6.1 All members of Council shall come prepared to every meeting by having read all the material supplied, including the agenda and staff reports, to facilitate discussion and the determination of action at the meeting. The members are encouraged to make inquiries of staff regarding the materials supplied with the agenda in advance of the meeting.
- 6.2 Requests for reports that will take more than one (1) hour of staff time to prepare shall be authorized by Council resolution, and the resolution shall identify the appropriate department or department head and the objectives of the report.
- 6.3 No member of Council shall have the authority to direct or interfere with the performance of any work for the Municipality.
- 6.4 The Municipality's "Council Code of Ethics" policy shall govern the actions and behaviour of the members of Council. The code of ethics can be found on the Town of Erin website.
- 6.5 The Council, by majority vote, may expel or exclude a member of Council who is guilty of improper conduct at a meeting.

## **7. Roles of Administration**

### **7.1 Town Manager/Chief Administrative Officer (CAO)**

- a) The Town Manager/CAO shall have such general control and management of the administrative affairs of the Corporation of the Town of Erin, as may be prescribed by Council by by-law and shall be responsible for the efficient administration of all its departments to the extent he/she is given control over such departments by by-law.
- b) In accordance with Section 227 of the Municipal Act, 2001, the Town Manager/CAO shall be responsible to establish and implement such policies as may be required to carry out the administrative duties prescribed by the Council of the Town of Erin.
- c) All reports and recommendations of the Senior Management Team shall be coordinated through the Town Manager/CAO.

### **7.2 Clerk**

- a) The Clerk shall be responsible for preparing and distributing the agenda for all Council meetings, in accordance with the provisions of this by-law, and shall determine the appropriateness and location of all items to be placed on the agenda.
- b) The Clerk shall make such minor clerical, typographical or grammatical corrections in form to any by-law, motion, resolution and/or minutes as may be required for the purpose of ensuring correct and complete implementation of the actions of Council.
- c) The Clerk, in conjunction with the Town Manager/CAO and Senior Management Team, shall ensure that administrative processes relative to the agenda preparation and distribution are comprehensive, efficient and cost effective.
- d) The Clerk shall maintain the originals of all by-laws and minutes of the proceedings of Council.

### **7.3 Senior Management Team**

- a) The role of the Senior Management Team and all members of staff is to provide information, guidance, advice and recommendations for all matters to Council while considering the interests and safety of the whole community.
- b) Each Department Head or designate is required to act in accordance with applicable legislation and to carry out their statutory duties as outlined in the legislation.
- c) The administrative programme of the Corporation of the Town of Erin is divided among and performed by the municipal departments and each Department Head shall be responsible to and subject to direction and control by the Town Manager/CAO.

## **8. Agendas**

8.1 All items for the Agenda shall be delivered in writing to the Clerk, prior to 12:00 pm on the Wednesday preceding the meetings of Council.

8.2 The Clerk shall prepare the Council Agenda under the following headings:

- a) Call to Order
- b) Approval of Agenda
- c) Declaration of Pecuniary Interest
- d) Public Meeting(s)
- e) Community Announcements

- f) Adoption of Minutes
  - g) Business Arising From the Minutes
  - h) Delegations/Petitions/Presentations
  - i) Reports
  - j) New Business
  - k) Correspondence
  - l) Closed Session
  - m) By-laws
  - n) Notice of Motion
  - o) Adjournment
- 8.3 The order of business shall be taken upon the order in which it stands on the agenda, unless otherwise decided by consent of the majority of council.
- 8.4 At the time of approval of the Agenda, a change in the order set forth on the Agenda may be permitted by majority vote of the members present and heard under the appropriate section in the Agenda.
- 8.5 An item of business not listed on the Agenda cannot be introduced at a Council meeting unless the item related to an item already on the Agenda and must be approved by Council (having regard for provisions of Notice in this by-law, or any other related by-law).
- 8.6 The Clerk shall place any agenda items not dealt with at a meeting on the agenda for the next regular meeting, unless otherwise decided by the Council.
- 8.7 When it appears there is insufficient business for a regular meeting of the Council, the Clerk or CAO may cancel the meeting.
- 8.8 Public Meetings or Public Information Sessions for any purpose giving such notice as may be deemed necessary or required by legislation, may be conducted during a regular scheduled meeting of Council, or as a separate meeting on a designated day.
- 8.9 An Agenda, with the necessary modifications and applicable sections, will be prepared by the Clerk for Special Council Meetings.

## **9. Minutes**

- 9.1 The minutes of a meeting shall record:
- a) The date, time, and place of the meeting.
  - b) The record of attendance of the Members of Council and Senior Staff.
  - c) All resolutions voted on and their disposition.
  - d) All other proceedings of the meeting without note or comment.
- 9.2 The Clerk shall ensure that the minutes of the regular and special meetings are circulated along with the agenda prepared in accordance with section 7.2 and 8.2 of this by-law, and that the minutes of closed meetings are circulated with the next closed session agenda package. The minutes of regular and special meetings shall be posted on the Town of Erin website for public inspection.
- 9.3 The minutes may be adopted by council or the respective committee without having been read at the meeting at which the question of their adoption is considered.

- 9.4 Only changes in the form of errors or omissions in the recording of any action taken or not taken at a previous Council meeting can be made at the time of adopting the minutes.
- 9.5 When the minutes have been adopted, they shall be signed by the Mayor and Clerk.
- 9.6 Items under the heading "Business Arising from the Minutes" shall be business from the previous meeting requiring additional consideration by Council. Items under this heading may also include follow-up information provided by staff or consultants.

## **10. Delegations/Petitions/Presentations**

- 10.1 Any person wishing to appear before the Council on a matter which requires specific action of Council, and is a matter that falls within the jurisdiction of the Town, may notify the Clerk by providing a completed "Request to Appear as a Delegation" form no later than 12:00 p.m. on the Wednesday preceding the meeting.
- 10.2 The "Request to Appear as a Delegation" form, as well as any correspondence that is to be presented to Council, shall be legibly written, typed, or printed, and shall not contain any obscene or defamatory language.
- 10.3 Any requests to appear before Council that are received by the Clerk after the deadline as set out in section 10.1, shall be approved by the Clerk before it will be added to the Agenda.
- 10.4 The Clerk shall evaluate the request for Delegation and decide whether the request complies with the criteria set out within this by-law. If the Clerk decides not to place a delegation on the agenda, and the delegation wishes to appeal the Clerk's decision, the information shall be distributed under separate cover to Council for their consideration.
- 10.5 The Clerk may, upon receipt, refer any correspondence or petition to a department head without the prior consideration of Council. Any correspondence or petition sent anonymously will not be received.
- 10.6 Once a date and time has been established for the person requesting delegation status, the Clerk shall provide confirmation, by telephone, fax or electronic means.
- 10.7 The scheduling of delegations for regular meetings shall be limited to three (3) per meeting, unless otherwise determined by the Clerk, in consultation with the Town Manager/CAO.
- 10.8 Any person desiring to address the Council by oral communication who has not requested to be a delegation shall not be permitted to speak unless determined by unanimous consent of the Council.
- 10.9 Delegations shall not be permitted to appear before Council for the sole purpose of generating publicity or personal attacks.
- 10.10 Delegations that have previously appeared before Council on a subject matter shall provide new information only in any subsequent presentations relating to that matter.
- 10.11 Delegations shall be limited to two (2) speakers, shall stand or sit, as may be appropriate, at a place usually reserved for that purpose or as may be directed by the Mayor or Presiding Officer, and shall limit their address to ten (10) minutes. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the members of Council and the person having the floor, shall be permitted to enter into any discussion either directly or through the members of Council.

- 10.12 A person who is unable to attend a Council Meeting but who has registered with the Clerk as a delegation may arrange for another person to appear on their behalf and to read aloud a prepared statement, adhering to the time allotment and the provisions of this by-law.
- 10.13 If a staff report is required to provide further information, the matter shall be referred to the appropriate staff to report back to Council at a subsequent meeting. (See Section 6.2)
- 10.14 Delegations shall not:
- a) Speak disrespectfully of any person;
  - b) Use offensive words;
  - c) Speak on any subject other than the subject that they have received approval to address Council;
  - d) Disobey a decision of the Presiding Officer or Council;
  - e) Enter into a cross debate with other Delegations, staff, Council Members, or the Presiding Officer.
- 10.15 The Mayor or Presiding Officer may curtail any Delegation, for disorder or any other breach of this by-law and, if he/she rules that the Delegation is concluded, the person appearing as a Delegation shall withdraw, and the decision of the Mayor or Presiding Officer shall not be subject to challenge.
- 10.16 Upon the completion of a Delegation, any discussion between the Members and the Delegation shall be limited to Members asking questions for clarification and obtaining additional, relevant information only. Members shall not enter into debate with the Delegation. Once a Motion has been moved and seconded, no further presentation or questions of the Delegation shall be permitted.
- 10.17 Delegations will not be permitted on items that will be the subject of a scheduled public meeting pursuant to the Planning Act. Persons should present their concerns and opinions at the scheduled public meeting where their comments can be considered along with all other submissions. Delegations or submissions to Council after the Public Meeting has been completed and before Council has made its determination will not be permitted.

## **11. Reports**

- 11.1 All reports of departments shall be coordinated with the CAO prior to the Wednesday that precedes the regular council meeting.
- 11.2 All reports of departments and committees shall be received by the Clerk no later than 12:00 pm on the Wednesday that precedes the regular council meeting.
- 11.2 Walk-in reports shall be discouraged. Reports not included on the agenda may be circulated to the members of Council at a regular meeting; however consideration of such report shall be given at the next meeting unless otherwise determined by the consent of the majority of Council.

## **12. New Business**

- 12.1 New business includes any correspondence to Council that may not necessarily require a staff report in order to be considered.
- 12.2 New business items shall be received by the Clerk no later than 12:00 pm on the Wednesday that precedes the regular council meeting.
- 12.3 New business shall be listed on the Agenda or may be added to the Agenda by resolution during Approval of the Agenda, in order to be discussed by Council.

**13. Correspondence**

- 13.1 All correspondence shall be received by the Clerk no later than 12:00 pm on the Wednesday that precedes the regular council meeting.
- 13.2 Correspondence may be that for which direction or a decision of Council is required. Council may request a report and recommendation from any person or Committee, on correspondence of this nature. (See Section 6.2)
- 13.3 Correspondence for which direction or a decision of Council is not required may be received by one motion, but prior to consideration of such motion, members may request that specific items be removed from consideration under such motion and Council shall consider such items individually.

**14. By-laws**

- 14.1 Every by-law listed on the agenda shall be considered by Council for enactment by one main motion, but any Member may request that a proposed by-law be considered separately.
- 14.2 Motions for amendment need not be written unless the effect of such amendment would be to substantially change the intent of the by-law.
- 14.3 A by-law shall deem to have been read upon the title or heading or short description thereof being read or taken as read unless a member of Council requires the by-law or any portion thereof to be read in full.
- 14.4 The Clerk may make minor corrections of errors and omissions in any by-law before it is signed and sealed for the purpose of ensuring complete implementation of Council's decision.
- 14.5 The proceedings at every regular and special meeting shall be confirmed by by-law so that every decision of Council and every resolution passed at a meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted.
- 14.6 Every by-law passed by Council shall:
  - a) Be signed by the Mayor or Presiding Officer;
  - b) Be signed by the Clerk;
  - c) Be sealed with the seal of the Corporation;
  - d) Indicate the date of passage;
  - e) Be numbered and filed by the Clerk for safe keeping.

**15. Notice of Motion**

- 15.1 The Notice of Motion shall be introduced at a Meeting of Council but shall not be discussed or debated until the next Regular Meeting. The Member introducing the notice of motion shall provide the Clerk with a written copy of the proposed motion by 12:00 pm on the Wednesday preceding the date of the next Regular Meeting.
- 15.2 At the Regular Meeting following the introduction, the motion previously introduced through a notice of motion shall be included in full in the Agenda Package and listed on the Agenda under New Business. The motion shall be seconded by a Member before being debated.

**15. Adjournment**

- 15.1 The Council shall adjourn at the hour of 10:00 pm for meetings commencing at 6:30 pm, and 5:00 pm for meetings commencing at 1:00 pm, if in session at that hour, unless otherwise determined by a resolution of Council passed unanimously among the Members present; and provided that such motion does



not require the meeting to be extended for more than one (1) hour. This motion requires a second, is not debatable, and is not amendable.

- 15.2 When the Council adjourns before the Agenda is completed, the items on the Agenda not dealt with shall be noted and deferred to the next Regular meeting, unless a resolution is adopted by a majority vote to reconvene at a date and time prior to the next Regular Meeting.
- 15.3 A Regular Council Meeting shall not be adjourned until a by-law confirming the proceedings of the Meeting at the time of adjournment has been presented and adopted by Council.

## **17. Voting and Motions/Resolutions**

- 17.1 No vote shall be taken by ballot or any other method of secret voting, and every vote so taken is of no effect, in accordance with section 244 of the Municipal Act, 2001.
- 17.2 All motions shall be duly moved and seconded before being debated. Upon request, the motion may be read or stated by the Mayor or Presiding Officer, or Clerk at any time during the debate.
- 17.3 Every member of Council shall have one vote. Voting shall be by show of hands, where no recorded vote is required. The failure to vote by a qualified member of Council shall be deemed to be a negative vote. The Mayor or Presiding Officer, except where disqualified to vote, may vote on all questions, and when doing so, shall vote last.
- 17.4 Once the Mayor or Presiding Officer states the question, the motion shall be deemed to be in the possession of the Council, but may, with the consent of the majority of Council, be withdrawn at any time before decision or amendment.
- 17.5 After a motion is put to a vote, no member of Council shall speak to the motion nor shall any other motion be made until after the vote is taken and the result declared.
- 17.6 No member of Council shall speak more than once to the same question without the consent of the Council or until all of the other members of Council have had the opportunity to speak to the question a first time, except in explanation of a material part of his/her speech which may have been misconstrued, and in doing so, is not to introduce a new matter.
- 17.7 The Mayor or Presiding Officer may answer questions and comment in a general way without leaving the chair, but if he/she wishes to make a motion or speak to a motion taking a definite position and endeavouring to persuade the Council to support that position, then he/she shall first leave the chair.
- 17.8 Except where expressly provided in statute, any question on which there is an equality of votes shall be deemed to be defeated. See section 245 of the Municipal Act, 2001.
- 17.9 All votes shall be announced openly, as carried or defeated, by the Mayor or Presiding Officer. Should the result of a vote be stated by any Member to be in doubt, the Mayor or Presiding Officer shall require the vote to be retaken in alternative manner and the result of this vote shall be final. The Clerk shall record the results of the votes as follows:
- a) If passed "Carried"
  - b) If not passed "Defeated"
- 17.10 A main motion properly before the Council shall receive disposition before any other motion can be considered, except in respect of matters listed below, namely:
- To recess;
  - To adjourn;
  - To postpone the motion under consideration to a definite date;

- To postpone the motion under consideration indefinitely;
  - To refer the motion under consideration to a Committee or staff for a report;
  - To amend the motion under consideration; and
  - To close debate (to end debate on the motion under consideration)
- a) A motion to recess:
- i. Is permissible when there is business before Council for consideration;
  - ii. Shall specify the length of time of the recess;
  - iii. Is not debatable except with regard to the length of the recess; and
  - iv. Shall be amendable with respect to the length of the recess.
- b) A motion to adjourn:
- i. Is permissible;
  - ii. Is not amendable;
  - iii. Is not debatable;
  - iv. Is not in order when a Member is speaking or during a vote; and
  - v. When resolved in the negative, cannot be made again until the Presiding Officer has deemed sufficient business has been conducted by Council in the intervening time.
- c) A motion to postpone:
- i. May or may not state a definite time or date as to when the matter shall be further considered;
  - ii. Shall apply to the main motion and to any adhering motions to amend the main motion that are pending;
  - iii. Is not debatable except as to date or time; and
  - iv. Shall not be amendable except as to date or time.

Where a motion to postpone is adopted without a definite time or date as to when the matter shall be further considered, it shall be considered at the next regular meeting.

- d) A motion to refer:
- i. Shall be open to debate;
  - ii. May be amended;
  - iii. Shall include the terms of referral including the time of conditions under which the matter is to be returned to Council for consideration; and
  - iv. May include the reasons for the referral.
- e) A motion to amend:
- i. Shall be relevant to the main motion;
  - ii. Shall not be directly contrary to or propose a direct negative to the main motion;
  - iii. Shall be debatable; and
  - iv. Shall not itself be amended more than once;
  - v. And motions to amend shall be put to a vote in reverse order from which they are made, and should the motion to amend be carried, the main motion shall then be considered by Council as amended.

Notwithstanding the foregoing, a motion to amend shall not be required where the mover and seconder of the main motion agree to re-word the main motion to accommodate a proposed amendment and no Member of Council objects.

- f) A motion to close debate:
- i. Is not permissible until every Member present has had the opportunity to speak to the question at least once;
  - ii. Is not amendable;
  - iii. Is not debatable; and
  - iv. Upon adoption, the Presiding Officer shall forthwith put the main motion and all amendments thereto to a vote.
- g) A motion to suspend the rules:
- i. Is permissible;
  - ii. Is not amendable;
  - iii. Is not debatable;

- iv. Shall include a statement as to the purpose of the suspension; and
- v. Is not permissible with regard to any statutory requirements that apply to the proceedings of Council.

17.11 Precedence of motions and rules governing such motions, shall unless otherwise indicated herein, be in accordance with James Lochrie's Meeting Procedures, Parliamentary Law and Rules of Order for the 21<sup>st</sup> Century.

17.12 Recorded votes:

- a) The Mayor or Presiding Officer shall require a recorded vote to be taken on any question upon request of a member if such request is made prior to the commencement of the voting or immediately thereafter. When a member present requests a recorded vote, all members present at the meeting shall vote, unless otherwise prohibited by statute, shall announce his/her vote openly and individually in favour of or against the question except for the Mayor or Presiding Officer, who shall announce his/her vote last.
- b) The Clerk shall call each member to vote in random order, except for the Mayor who shall vote last. When called to vote, each member shall answer "Yes", "No", or "Abstain". Abstain will be considered a "No" vote.
- c) The Clerk shall record each member's vote and each member's vote shall be noted in the minutes. The Clerk shall record in the minutes the name of a member who is not present when the recorded vote is taken.
- d) If during the recorded vote any member present refuses or fails to vote, he/she shall be deemed and recorded as voting against the motion.

## 17. Reconsideration

- 17.1 Council may only reconsider a matter that has not been acted on by an officer, employee, or agent of the municipality.
- 17.2 After any question has been decided by Council, any member who voted with the prevailing side in respect of such question may move a motion for reconsideration. In the event that the original motion was not decided by a recorded vote, the Mayor or Presiding Officer shall determine that the motion to reconsider is being appropriately introduced.
- 17.3 Should a main motion be defeated due to a tie vote, only a member who voted in the negative may move a motion for reconsideration.
- 17.4 Any member who was absent at the time the vote was taken on the original motion shall be deemed to be a member who voted with the prevailing side for the purposes of section 17.2 of this by-law.
- 17.5 When a motion for reconsideration is made at the same meeting at which the question to be reconsidered was carried or defeated, the motion for reconsideration shall be resolved at that meeting and shall require the support of the majority of the members present.
- 17.6 At the same meeting, if the motion to reconsider is adopted, the original motion as voted on shall be the next order of business.
- 17.7 Where a motion for reconsideration is made at a meeting subsequent to that at which the question to be re-opened for debate was carried or defeated, the motion for reconsideration shall be initiated by a notice of motion pursuant to section 16 of this by-law (Notices of Motion). The motion for reconsideration of a vote shall require the support of the majority of Council present.
- 17.8 At the subsequent meeting, if the motion to reconsider is adopted, the original motion as voted on shall be the next order of business or a motion on the same matter, subject to a Notice of Motion, shall be the next order of business.

- 17.9 No discussion on the original motion shall be allowed unless the motion for reconsideration is carried in the affirmative by the majority of Council, present.
- 17.10 The original motion shall remain in effect until a new motion is carried that supersedes the original motion, subsequent to a motion of reconsideration carried in the affirmative.
- 17.11 No question shall be reconsidered more than once within 12 months following the date that a motion to reconsider was ratified.

## **19. Points of Order and Privileges**

- 19.1 When a member of Council is speaking, no other member shall interrupt him/her except to raise a point of order.
- 19.2 Any member may raise a point of order.
- 19.3 When a member rises on a point of order, a member shall state the point of order to the Mayor or Presiding Officer who shall immediately rule on the point of order, and there shall be no debate by the members.
- 19.4 Thereafter, the member raising the point of order shall only address the Council for the purpose of appealing the decision of the Mayor or Presiding Officer. If there is no appeal, the decision is final.
- 19.5 The Council, if appealed to, shall decide on the question without debate and its decision is final.
- 19.6 The procedure for decision on matters of personal privilege or privilege of the Council as a whole shall be the same as for point of order.
- 19.7 Where a member considers that a member's integrity or the integrity of Council as a whole has been impugned, the member may as a matter of privilege rise at any time, for the purpose of drawing the attention of the Council to this matter.
- 19.8 Where the CAO or a member considers staff as being maligned, the CAO or member may as a matter of personal privilege rise at any time, for the purpose of drawing the attention of the Council to this matter.
- 19.9 Where the discussion is such that the integrity of any Town employee has been impugned or questioned, the discussion will cease and any further discussion or debate will be held in closed session.

## **20. Committees**

- 20.1 Special or ad hoc committees may be established from time to time by Council to consider a specific matter. The committee shall report directly to Council. Once an ad hoc committee has completed its work, the committee shall be deemed to be dissolved, unless otherwise determined by Council.
- 20.2 Council may appoint representatives to serve on local boards, advisory committees, or any other body to which Council is required or empowered to appoint a representative. Appointments to such boards/committees may be a member of Council or may be a person appointed from amongst its ratepayers.
- 20.3 The following applies to all committees:
  - a) The rules and regulations contained in this by-law shall apply to all committees, with necessary modifications.
  - b) A quorum for a committee is a majority of the members thereof, not including the Mayor.
  - c) The members of a committee shall appoint a Chairperson from among them and shall specify the term of office.

- d) Unless authorized by the budget or by by-law, no committee or member of a committee shall incur any expense or liability in the name of the Corporation.
- e) The Chairperson shall preside at every meeting and may vote on all questions submitted, except where disqualified to vote by reason of interest or otherwise, may vote with the other members on all questions, and, except where otherwise expressly provided by this Act, any question on which there is an equality of votes shall be deemed to be negative.
- f) In the absence of the Chairperson, one of the other members shall be elected to preside, who shall discharge the duties of the Chairperson during the meeting, or until the arrival of the Chairperson.
- g) The Minutes of every Committee of Council shall be recorded and shall be circulated for confirmation or correction, once approved a copy of the minutes must be forwarded to the Municipal Office.
- h) The Committee members present shall vote unless disqualified from voting by an Act, and in the event a member refuses to vote without being excused; his or her vote shall be counted in the negative. Each member of a Committee shall have one vote at Committee meetings.
- i) All meetings shall be open to the public unless it is in accordance with section 3.6 of this by-law.
- j) The Chairperson of the Committee may expel or exclude any person from the gallery who is guilty of improper conduct at a meeting.
- k) The committee, by majority vote, may expel or exclude a member of the committee who is guilty of improper conduct at a meeting.
- l) Should a Chairperson of any Committee neglect to call a meeting of his Committee at such time, or with such frequency, as the proper dispatch of the business entrusted to the Committee requires, or do the business of the Committee without the knowledge or consent of its members, or contrary to their wishes or sanction, the Committee may report such neglect, refusal, or action to the Council who may, if Council deems it advisable, remove the said Chairperson from the Committee and appoint another member in his or her place and also may appoint a new Chairperson of the said Committee.
- m) Should any member or members of a Committee neglect or refuse to attend the properly summoned meetings of their Committee, the Chairperson shall report such neglect or refusal to the Council, who may remove the said member or members from the Committee and appoint another member or other members in their place or places, or should any Committee neglect or refuse to give due attention to all business or matters before them, the Council may by resolution discharge such Committee and appoint another in its stead.
- n) Members of the Council may attend the meetings of any of its Committees, but shall not be allowed to vote, nor shall they be allowed to take part in any discussion or debate, except by the permission of the majority of the members of the Committee.
- o) The Mayor may appoint a member of Council to sit on the various Committees, such appointment to be ratified by Council; the appointed individual shall be deemed a member of the Committee and shall be allowed all rights of committee membership.

## **21. Amendment of These Rules**

- 21.1 These rules may be amended, or new rules adopted by a majority vote of all members of Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

**22. Validity and Severability**

22.1 It is hereby declared that notwithstanding any of the sections or provisions of this by-law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of the Council to enact, such sections or parts thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other provisions of this by-law as a whole or part thereof and all other sections of this by-law shall be deemed to be separate and independent therefrom and enacted as such.

**23. Repeal of By-law**

23.1 By-law 15-56 is hereby repealed and replaced by this By-law on such date that this By-law comes into force.

23.2 This By-law comes into force and effect on the date of its passing.

Passed in open Council on April 19, 2016.

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW NO. 16 -**

**Being a By-Law to Authorize the Mayor and  
Clerk to execute a Shared Services Agreement between  
the Corporation of the Town of Erin and  
the Corporation of the Township of Guelph/Eramosa**

**WHEREAS** Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly to enhance the municipality's ability to respond to municipal issues;

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

**NOW THEREFORE** Council for The Corporation of the Town of Erin hereby enacts as follows:

- a) That the Mayor and Clerk are hereby authorized to execute and seal with the corporate seal, the Shared Services Agreement attached and forming part of this by-law as Schedule "A" between the Corporation of the Town of Erin and the Corporation of the Township of Guelph/Eramosa.
- b) That this by-law comes into force on the day of its passing.

**Passed in Open Council on April 19, 2016.**

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**Allan Ails - Mayor**

---

**Dina Lundy - Clerk**

## SHARED SERVICES AGREEMENT

THIS AGREEMENT made this 4th day of April, 2016.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSIA  
(hereinafter called the "Township")  
of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF ERIN  
(hereinafter called the "Town")  
of the SECOND PART

**WHEREAS** Section 20 of the Municipal Act, 2001, S.O. 2001, c.25 provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality in which the service or thing is provided;

WHEREAS the Township of Guelph/Eramosa and the Town of Erin deem it advisable to enter into an agreement for the purpose of sharing services of a By-law Enforcement and Property Standards Officer;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

### 1. PREAMBLE

- 1.1 This Agreement defines in general terms the terms by which the Township and the Town will mutually co-operate to share the services of a By-law Enforcement and Property Standards Officer. The Township and the Town have agreed to work together in furtherance of their mutual interest regarding the provision of By-law Enforcement and Property Standards Services and, as a result, agree to the following terms and conditions.

### 2. BY-LAW ENFORCEMENT SERVICES

- 2.1 Both Parties agree to share the services of a By-law Enforcement and Property Standards Officer, as per the duties specified within the job description attached in Schedule A to this agreement.
- 2.2 Both Parties agree that the By-law Enforcement and Property Standards Officer shall work no more than 35 hours per week, unless otherwise approved by the Township or the Town, and that hours worked by the By-



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law Enforcement and Property Standards Officer will be generally divided equally between the Township and the Town, with scheduling flexibility for court proceedings, seasonal demands and investigations. The Township and the Town shall consult with each other on a regular basis in the event that either has a specific need for service other than as described herein.

- 2.2 Both Parties agree to the Township acting as the employer of the By-law Enforcement and Property Standards Officer. Without limiting the generality of the foregoing, the Township shall have full discretion with respect to the terms of the employment agreement to be entered into with the By-Law Enforcement and Property Standards Officer, the hiring, termination and replacement of the Bylaw-Enforcement and Property Standards Officer and any disciplinary measures to be taken. Notwithstanding the foregoing, the Township agrees to consult with the Town prior to exercising its discretion.
- 2.3 Both Parties agree that a Supervisor will be appointed for the By-law Enforcement and Property Standards Officer at the respective municipalities.
- 2.3 Both Parties agree that the Township will invoice the Town for hours worked by the By-law Enforcement and Property Standards Officer on behalf of the Town on a monthly basis.
- 2.4 Both Parties agree that the By-law Enforcement Officer will submit timesheets on a bi-weekly basis, to be signed by the designated Supervisors within each respective municipality.

### **3. MUNICIPAL RESPONSIBILITY**

- 3.1 Each municipality shall be responsible for setting service levels within their respective municipality.
- 3.2 Each municipality is responsible for providing adequate insurance coverage for the By-law Enforcement and Property Standards Officer, equipment and general liability coverage.
- 3.3 Each municipality is required to support and work co-operatively with the By-law Enforcement and Property Standards Officer.

### **4. TERMINATION AND AMENDMENTS**

- 4.1 This Agreement shall remain in force until either party provides written notice of termination at least six (6) months prior to the desired date of termination. In the event that the Town gives notice of termination, it will be responsible for the Township's costs associated with terminating the employment of the By-Law Enforcement and Property Standards Officer.

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- 4.2 If the Township and the Town mutually agree to the termination of this Agreement, then the costs associated with terminating the employment of the By-Law Enforcement and Property Standards Officer will be split on an equal percentage basis.
- 4.3 This Agreement may only be amended upon the mutual consent of the parties in writing.

## **5. DISPUTES**

- 5.1 If, during the term of this Agreement, a dispute or disagreement with respect to the subject matter of this Agreement arises between the Parties that cannot be resolved by the Supervisors, then the parties agree to participate in the following initial dispute resolution procedure:
  - 5.1.1 Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAOs will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, its interpretation or the performance of its terms by the parties.
  - 5.1.2 If the CAOs fail to resolve the dispute within 30 days following the date of their meeting, then they shall each prepare a written report to their respective Councils.
  - 5.1.3 All reasonable requests for information regarding the dispute or disagreement made by one participant in the dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.
  - 5.1.4 In the event that the above procedure does not result in a resolution, the parties then agree to binding arbitration.

## **6. INDEMNITY**

- 6.1 Except for the indemnified parties' negligence or willful misconduct and to the extent permitted by law, the Township agrees to indemnify, defend and hold harmless the Town, and its councillors, directors, employees and contractors, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees actually incurred) resulting from claims by third parties arising out of the provision of service to the Township contemplated herein by the By-Law Enforcement and Property Standards Officer or resulting from any claims that the By-Law Enforcement and Property Standards Officer may have as

a result of the Township's breach of its obligations to the By-Law Enforcement and Property Standards Officer under applicable employment legislation.

- 6.2 Except for the indemnified parties' negligence or willful misconduct and to the extent permitted by law, the Town agrees to indemnify, defend and hold harmless the Township, and its councillors, directors, employees and contractors, from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees actually incurred) resulting from claims by third parties arising out of the provision of service to the Town contemplated herein by the By-Law Enforcement and Property Standards Officer or resulting from any claims that the By-Law Enforcement and Property Standards Officer may have as a result of the Town's breach of its obligations to the By-Law Enforcement and Property Standards Officer under applicable employment legislation.

**7. SEVERABILITY**

- 7.1 In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then this Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.
- 7.2 The parties agree that they shall pass all necessary by-laws to give full force and effect to this Agreement.

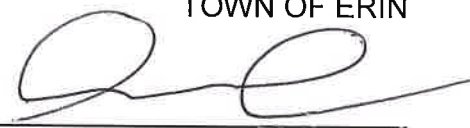
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective duly authorized officers.


TOWNSHIP OF GUELPH/ERAMOSA

  
 \_\_\_\_\_  
 Chris White, Mayor

  
 \_\_\_\_\_  
 Meaghen Reid, Clerk

TOWN OF ERIN

  
 \_\_\_\_\_  
 Allan Ails, Mayor

  
 \_\_\_\_\_  
 Dina Lundy, Clerk

**THE CORPORATION OF THE TOWN OF ERIN**

**BY-LAW NO. 16 -**

**Being a By-Law to Authorize the Mayor and  
Clerk to execute a Client/Consultant Agreement between  
the Corporation of the Town of Erin and  
Ainley and Associates Limited**

**WHEREAS** Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly to enhance the municipality's ability to respond to municipal issues;

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

**NOW THEREFORE** Council for The Corporation of the Town of Erin hereby enacts as follows:

- a) That the Mayor and CAO are hereby authorized to execute and seal with the corporate seal, the Client/Consultant Agreement attached and forming part of this by-law as Schedule "A" between the Corporation of the Town of Erin and Ainley and Associates Limited.
- b) That this by-law comes into force on the day of its passing.

**Passed in Open Council on April 19, 2016.**

---

**Allan Ails - Mayor**

---

**Dina Lundy - Clerk**

**M.E.A./C.E.O.  
CLIENT/CONSULTANT AGREEMENT  
FOR  
MUNICIPAL WORKS  
2006**

**AGREEMENT CONTENTS**

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**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**AGREEMENT** dated the **31 day of March, 2016**

**-BETWEEN-**

**THE CORPORATION OF THE TOWN OF ERIN**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**AINLEY AND ASSOCIATES LIMITED**

Hereinafter called the 'Consultant'

THE PARTY OF THE SECOND PART

WHEREAS pursuant to the Request for Proposal dated December 18, 2015 and issued by the Client, the Consultant was selected by the Council of the Client to carry out the Urban Centre Wastewater Servicing Class Environmental Assessment for the Town of Erin.

hereinafter called the 'Project' and has requested the Consultant to furnish professional services in connection therewith;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Consultant mutually agree as follows:

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**ARTICLE 1 - GENERAL CONDITIONS****1.01      Retainer**

The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services described herein under the general direction and control of the Client.

In this Agreement the word Consultant shall mean professionals and other specialists engaged by the Client directly and whose names are party to this Agreement.

**1.02      Services**

The services to be provided by the Consultant and by the Client for the Project are set forth in Article 2 and generally as outlined below:

- a) Town of Erin Request for Proposal for the Urban Centre Wastewater Servicing Class Environmental Assessment including all Attachments, Appendices and Addenda (collectively the "RFP"), attached hereto as Schedule "A";
- b) the Consultant's Technical and Financial Proposal dated January 28, 2016, attached hereto as Schedule "B"; and
- c) such other services as changed, altered or added to pursuant to Article 1.08.

collectively referred to as the "Services" in this Agreement.

**1.03      Compensation**

The Client shall pay the Consultant in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.02.2.

**1.04      Staff and Methods**

The Consultant shall perform the services under this agreement with that degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein. The Consultant shall employ only competent staff who will be under the supervision of a senior member of the Consultant's staff.

**1.05      Drawings and Documents**

Subject to Article 3.02.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis in hard copies and in editable and PDF electronic copies. Documents prepared by the Consultant for the Client, including but not limited to reports, public meeting display materials, spreadsheets, modelling data input and output files and drawings, etc., may be used by the Client, for the Project herein described. In accordance with Article 1.06, the Client indemnifies the Consultant for unauthorized use of the documents and deliverables.

**1.06      Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practice by the Consultant in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be considered as Intellectual Property and remain the property of the Consultant.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Consultant in connection with the Project and for no other purpose or project.

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**1.07 Records and Audit**

- (a) In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project.
- (b) The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

**1.08 Changes and Alterations and Additional Services**

With the consent of the Consultant, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Consultant shall be paid in accordance with Article 3.02.2 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Article 3.02.4. In the event that the Client delays the project then the Consultant shall have the right to renegotiate the agreement.

**1.09 Suspension or Termination**

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Consultant shall be entitled to payment in accordance with Article 3.02 for any of the Consultant's staff employed directly with respect to the Services thereon together with such expenses and disbursements allowed under Article 3.02.

~~If the Consultant is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Consultant to the date of such termination.~~

**1.10 Indemnification**

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Consultant from and against any and all claim, losses, damages, liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Consultant in the performance of consulting services to the Client within this project.

**1.11 Insurance**

The Client will accept the insurance coverage amount specified in this clause article (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

- a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.



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## b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

## c) Change in Coverage

If the Client requests to have the amount of coverage increased or to obtain other special insurance for this Project then the Consultant shall endeavour forthwith to obtain such increased or special insurance at the Client's expense as a disbursement allowed under Article 3.02.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

**1.12 Contracting for Construction**

Neither the Consultant nor any person, firm or corporation associated or affiliated with or subsidiary to the Consultant shall tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

**1.13 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

**1.14 Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project, save and except for the matters set out in Article 1.01 and 1.02.

**1.15 Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency. Fees for Approval by other authorities, departments of government or agencies shall be paid by the Client.

**1.16 Principals and Executives**

The use of Principals and Executives on a time basis by the Consultant, will be in accordance with Article 1.23.1 (c).

**1.17 Sub-Consultants**

The Consultant may engage others as sub-consultants for specialized services provided the sub-consultant is identified in Schedule "B". Changes to Schedule "B" shall not be made without prior written approval by the Client. ~~prior approval is obtained, in writing, from the Client and may add a mark up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.~~

**1.18 Inspection**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

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**1.19 Publication**

The Consultant agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project or the Services.

**1.20 Confidential Data**

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by it, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

**1.21 Dispute Resolution**

- (a) If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the province having jurisdiction or by an arbitrator appointed by the agreement of the parties.
- (b) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (c) The award of the arbitrator, including an award for costs if applicable, shall be final and binding upon the parties.
- (d) The provisions of The Arbitration's Act, R.S.O., 1991, Chapter 17, as amended shall apply.

**1.22 Time**

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services in such order as the Client may require. The project shall be completed by the Consultant in accordance with the schedule provided by the Consultant in the Request for Proposal submission attached as Schedule "B" herein and no later than June 30, 2018 unless otherwise approved by the Client.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Consultant, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.

**1.23 Estimates, Schedules and Staff List****1.23.1 Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.
- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

**1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Consultant will require prior written approval, from the Client for any of the following changes:

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- (a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- (b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- (c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

**1.23.3 Monthly Reporting of Progress**

~~When requested by the Client,~~ Every month, the Consultant shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

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## **ARTICLE 2 - SERVICES**

### **2.01 Services to be provided by Consultant**

The Consultant shall provide the services as outlined in the Town of Erin Request for Proposal for the Urban Centre Wastewater Servicing Class Environmental Assessment dated December 18, 2015, attached hereto as Schedule "A" and the Consultant's Technical and Financial Proposal submission dated January 28, 2016, attached hereto as Schedule "B".

### **2.02 Services to be provided by Client**

The Client will carry out the following tasks in a timely and reasonable manner:

- a) Provision of information and data to the Consultant to support the Project
- b) Participation at project meetings/workshops
- c) Response to information requests by the Consultant
- d) Timely review and submission of comments pertaining to the Consultant's deliverables
- e) Submission of collated comments on items presented for review
- f) Provision of facilities and audio/video equipment for public meetings
- g) Management and co-ordination of Council communications and approvals
- h) Attendance at meetings with regulatory agencies
- i) Timely execution of agreements
- j) Payment of all approval/permit applications
- k) Payment of publication fees for notices and advertisements required for the Project.

**ARTICLE 3 - FEES AND DISBURSEMENTS**

**3.01 Definitions**

For the purpose of this Agreement, the following definitions shall apply:

**(a) Cost of the Work:**

- ~~(i) The "Cost of the Work" shall mean the total cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Consultant prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one tenth of one percent (1/10%).~~
- ~~(ii) Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.~~
- ~~(iii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.~~
- ~~(iv) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.~~
- ~~(v) The Cost of the Work shall not include any fees and disbursements due to the Consultant, the Client's engineering and office expenses, or cost of land.~~

**(b) Site:**

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.02 Basis of Payment (STRIKE OUT INAPPLICABLE PARAGRAPHS)**

**3.02.1 Fees Calculated on a Percentage of Cost Basis**

~~The Client shall pay the Consultant fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:~~

~~**CALCULATION OF FEE**~~

<del>TYPE OF SERVICE</del>	<del>PERCENTAGE</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>

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### 3.02.2 Fees Calculated on a Time Basis

The Client shall pay the Consultant a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as outlined in the Proposal submission dated January 28, 2016, attached hereto as Schedule "B". The upset limit of fees for the project is \$883,770.00 (excluding HST) subject to adjustments/reductions that may be agreed to between the Client and Consultant and as permitted by Article 1.08. Possible adjustments/reductions are outlined on pages 1 and 2 in the Financial Proposal in Schedule "B" herein.

Classification: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Consultant may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld. No increase in the upset limit will be permitted except as permitted under Article 1.08.

#### 3.02.2.1 Time Expended

All time expended on the assignment, whether in the Consultant's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable. This also includes, but is not limited to, stenographic and clerical staff engaged in the preparation of documents such as reports and specifications.

#### ~~3.02.3 Lump Sum Fee / Negotiated Fee~~

##### ~~3.2.3.1 Lump Sum Fee Basis~~

- ~~(a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Fee Basis, inclusive for labour and reimbursable expenses.~~
- ~~(b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_% per annum. The Consultant reserves the right, without penalty, to discontinue services in the event of non-payment.~~
- ~~(c) If the project is abandoned or delayed for any reason beyond the Consultant's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Consultant in winding down the project.~~
- ~~(d) GST will be added to the Lump Sum Fee.~~

#### 3.02.4 Reimbursable Expenses

In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, plus the cost of additional insurance incurred by the Consultant, for all expenses properly incurred by it in connection with the project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, overtime premium costs, and the cost of providing and maintaining site-offices, supplies and equipment, chemical and physical tests. Reimbursable expenses are included in the upset limit fee of \$833,770.00 (excluding HST) for the Project as outlined in the Financial Proposal in Schedule "B".

- ~~3.2.4.1 Information Technology and Reprographic (ITR) costs incurred by the Consultant shall be reimbursed at a standard charge rate of \$\_\_\_ per labour hour expended. The assessment shall include all information technology resources required for purposes of providing the services contemplated under this agreement, including: computer equipment/systems, computer software, computer supplies, networking (local and wide area), and labour associated with computer management, administration and support. Computer systems include all types of computers, such as: general purpose microcomputers, PC-CADD microcomputers, graphic design workstations, and notebooks. The ITR charge shall also include all regular in-house convenience copying and printing. Cost for reproducing specifications and drawing set shall not be included in this rate.~~

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~~3.2.4.2 Telecommunication costs (COM) other than video conferencing incurred by the Consultant shall be reimbursed at a standard charge rate of \$\_\_\_\_\_ per labour hour expended. The assessment shall include in-house costs for use of telephone/telecommunication services (including maintenance and support) and facsimile transmissions.~~

### **3.03 Payment**

#### **3.03.1 Fees Calculated on a Time Basis**

The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 6 percent (0.5 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultant's invoice.

#### **3.03.2 Fees Calculated on a Percentage of Cost Basis**

##### ~~(a) Monthly Payment~~

~~The Consultant shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Consultant's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Consultant will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_\_ percent (\_\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Consultants' invoice.~~

##### ~~(b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Consultant shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment made to the Consultant.~~

##### ~~(c) Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.~~

##### ~~(d) On Completion of the Work~~

~~Following Completion of the Work, the Consultant shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Consultant shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Consultant of any overpayment to the Consultant.~~

#### **3.3.3 Lump Sum Fee/Negotiated Fee**

##### ~~(a) Compensation~~

~~The Client will compensate the Consultant in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of \_\_\_% per annum.~~

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**ARTICLE 4 - GENERAL**

- 4.01 This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in writing signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 4.02 The failure of either party to insist upon the strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy herein contained shall not be construed as a waiver of such term, provision, right or remedy but the same shall continue and remain in full force and effect.
- 4.03 Time shall be of the essence when enforcing the obligations of the parties to this Agreement.
- 4.04 The Parties shall execute and deliver, from time to time, all appropriate agreements and take any other action necessary to make this Agreement legally effective, binding and enforceable as between the parties. Any notice, statement or demand required to be given under this Agreement shall be in writing and either delivered by hand or transmitted by facsimile or email and addressed to:

Town of Erin

Attention: Kathryn Ironmonger, CAO  
 Fax: 519-855-4821  
 Email: Kathryn.ironmonger@erin.ca

With a required copy to:

Triton Engineering Services Limited

Attention: Christine Furlong, P. Eng.  
 Project Manager  
 Fax: 519-843-1943  
 Email: cfurlong@tritoneng.on.ca

Ainley Group

Attention: Joe Mullan, P. Eng.  
 Project Manager  
 Fax: 705-445-0968  
 Email: mullan@ainleygroup.com

or such other addresses as the parties shall designate in the manner above provided. Any such notice, statement or demand shall be deemed to have been given and received on the day of delivery or transmission as the case may be.

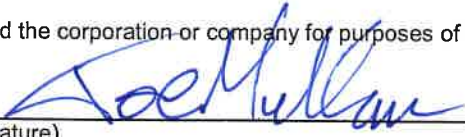
- 4.05 This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 4.06 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to conflicts of law principles.



IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

**CONSULTANT: AINLEY AND ASSOCIATED LIMITED**

The signatory shall have the authority to bind the corporation or company for purposes of this agreement

  
\_\_\_\_\_  
(Signature)

Joe Mullan, P. Eng.  
\_\_\_\_\_  
(Name)

President  
\_\_\_\_\_  
(Title)

**THE CORPORATION OF THE TOWN OF ERIN**

The signatory shall have the authority to bind the municipality or its agency for purposes of this agreement

  
\_\_\_\_\_  
Mayor Allan Ails

  
\_\_\_\_\_  
CAO Kathryn Ironmonger