



County of Brant Council Agenda

Date: Tuesday, December 17, 2024
Time: 6:00 p.m.
Location: Council Chambers
7 Broadway Street West
Paris, ON

Alternative formats and communication supports are available upon request. For more information, please contact the County of Brant Accessibility and Inclusion Coordinator at 519-442-7268 or by email accessibility@brant.ca

Pages

1. **Attendance**

2. **Land Acknowledgement**

As we gather, we acknowledge that we meet on the lands and territory of the Mississaugas of the Credit First Nation, Six Nations of the Grand River, and the traditional territory of the Attiwanderonk.

We remind ourselves that the County of Brant is situated on lands that are full of rich Indigenous history and home to many First Nations, Inuit, and Métis people today; we recognize the significance of their contributions to the past, present, and future of this land.

As a County we have a shared responsibility for the stewardship of the land on which we live and work and a commitment to the Truth and Reconciliation calls to action. We commit to continue learning, reflecting on our past, and working in allyship.

3. **Approval of Agenda
Recommendation**

That the agenda for the December 17, 2024, County of Brant Council meeting, be approved.

4. **Declaration of Pecuniary Interests**

5. **Delegations / Petitions / Presentations**

6. **Adoption of Minutes from Previous Meetings**

6.1 County of Brant Council Minutes of Tuesday November 26, 2024
Minutes to Follow.

7. **Business Arising from the Minutes**

8. Consent Items

8.1 Consent Items to be Approved

- 8.1.1 RPT-0536-24 Governors Road West and Cleaver Road, Road Lowering Agreement - Agreement Extension Request - C. Brown Recommendation 7 - 11

Whereas the County of Brant (the County) and Lafarge Canada Inc. entered into an agreement to allow for the aggregate extraction on Governors Road West and Cleaver Road;

And whereas the aggregate extraction has not been completed and the current agreement expires on December 31 of this year;

And whereas Lafarge has requested an extension of the agreement to allow the final aggregate extraction, rehabilitation of the gravel pit lands and construction of the newly aligned Governors Road West and Cleaver Road;

THAT, Council approves the request to extend the Governors Road West and Cleaver Road, Road Lowering Agreement for five (5) years to December 31, 2029.

- 8.1.2 RPT-0550-24 2024-25 Festive Reduce Impaired Driving Everywhere (R.I.D.E.) Program - H. Boyd Recommendation 11 - 14

That the request from the County of Brant O.P.P. Detachment to establish a paid duty contract for the Festive Reduce Impaired Driving Everywhere (R.I.D.E.) initiatives over the 2024-25 holiday season in advance of confirmation of Provincial grant funding be approved;

And that any costs for the contract that are not fully funded by a Provincial grant be paid for through the County's 2025 budget for Ontario Provincial Police services.

- 8.1.3 RPT-0551-24 Annual Review of Councillor Appointments - S. Katikapalli Recommendation 15 - 18

That the current appointments of Members of Council to Committees and Boards be approved as may be amended by resolution.

8.2 Consent Items to be Received

- 8.2.1 Brant County O.P.P. Detachment Board Minutes - October 22, 2024 19 - 26
- 8.2.2 Brant County O.P.P. Detachment Board Minutes - November 26, 2024 27 - 32
- 8.2.3 City of Brantford Resolution - Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding 33 - 34
- 8.2.4 Long Point Region Conservation Authority Board of Directors Meeting Minutes - November 6, 2024 35 - 40
- 8.2.5 Long Point Region Conservation Authority Hearing Board Minutes - November 6, 2024 41 - 46

8.2.6	<u>Long Point Region Conservation Authority Board of Directors Budget Meeting Minutes - November 13, 2024</u>	47 - 50
8.2.7	<u>Town of Tillsonburg Resolution - Establishment of Ontario Rural Road Safety Program</u>	51 - 54
8.2.8	<u>Decision of Brantford City Council - November 26, 2024 - 2025 Shared Social Services Budget Approval</u>	55 - 110
8.2.9	<u>County of Brant Public Library Meeting Minutes of the Regular Meeting October 21, 2024</u>	111 - 114
8.2.10	<u>Town of Aurora Resolution - Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding</u>	115 - 116
8.2.11	<u>Resolution from the Northern Ontario Women's Caucus (NOW Caucus)</u>	117 - 124
9.	Committee Reports	
9.1	<u>Administration and Operations Committee Report - December 10, 2024</u>	125 - 128
10.	Staff Reports	
10.1	<u>RPT-0341-24 Community Partnership Policy Update - S. Ellins Recommendation</u>	129 - 168
	That RPT-0341-24 Community Partnership Policy Update be received;	
	And that the updated Community Partnership Policy be approved.	
10.2	<u>RPT-0549-24 St. George Children's Center Funding Request - H. Boyd & Z. Gable Recommendation</u>	169 - 172
	That RPT-0549-24 "St. George Children's Center Funding Request" be received as information;	
	And that staff be directed to share information on the Community Grant Process with St. George Children's Center.	
10.3	<u>RPT-0539-24 Final 2024-2027 Strategic Plan - A. Crozier Recommendation</u>	173 - 198
	That the refreshed County of Brant Strategic Plan "Our Future Brant" attached as Appendix 1 be approved.	
11.	Communications	
11.1	<u>Office of the Solicitor General - OPP Offset Funding</u>	199 - 200
12.	Resolutions	
	<u>From the December 3rd, 2024 County of Brant Council Meeting.</u>	
12.1	<u>Notice of Motion - Councillor Chambers Reconsideration</u>	
	Whereas mayors from several Ontario municipalities have recently petitioned the Premier of Ontario to invoke the notwithstanding clause in relation to proposed	

measures addressing mental health, addiction, and homelessness;

And whereas the notwithstanding clause is designed to suspend the application of the Canadian Charter of Rights and Freedoms;

And whereas the Charter is intended to protect the fundamental rights of all Canadian citizens, without exception;

And whereas Section 7 of the Charter guarantees everyone the right to life, liberty, and security of the person, and the right not to be deprived thereof except in accordance with the principles of fundamental justice;

And whereas the application of Section 7 of the Charter to issues concerning encampments and individuals living in temporary shelters was affirmed in the decision of Justice Valente in *The Regional Municipality of Waterloo v. Persons Unknown and to be Ascertained*, 2023 ONSC 670;

And whereas individuals experiencing homelessness, mental health challenges, and substance use disorders are among the most vulnerable members of our society, deserving of protection and support rather than further marginalization;

Therefore be it resolved that:

1. The County of Brant strongly opposes the use of the notwithstanding clause by the Government of Ontario in connection with any legislation that would facilitate the eviction or displacement of encampment residents.
2. The County of Brant affirms that all individuals, regardless of their housing status or personal circumstances, are entitled to the full protection of their Charter rights.
3. The County of Brant recognizes that addressing homelessness, mental health issues, and addiction requires compassionate, evidence-based solutions that respect the dignity and rights of all individuals.
4. The County of Brant calls upon the provincial government to work collaboratively with municipalities, health experts, and community organizations to develop comprehensive strategies that address the root causes of homelessness, mental health challenges, and addiction, while upholding the Charter rights of all citizens.
5. The County of Brant commits to advocating for increased funding and support for affordable housing, mental health services, and addiction treatment programs as more effective and humane alternatives to encampment evictions.

And that this motion be distributed to the Ontario government, specifically the Premier of Ontario, the Attorney General, the Minister of Children, Community and Social Services, the Finance Minister the Minister of Health, MPP Will Bouma, MPP Ernie Hardeman, and MPP Brian Riddell.

13. Other Business

14. In Camera

- 14.1 RPT-0548-24- S.239(2)(b) Personal matters about an identifiable individual, including municipal or local board employees (Fire Services Staffing) - C. Stevenson
- 14.2 RPT-0547-24- S.239(2)(b) Personal matters about an identifiable individual, (e) Litigation or potential litigation, and (k) A position, plan, procedure, criteria, or instruction to be applied to any negotiations (Plaza Motel Update) - G. Bergeron

15. By-laws

15.1	<u>By-law Number 123-24, Being a by-law to repeal By-law 176-99, as amended and enact a new by-law to regulate property entranceways and culverts</u>	201 - 214
15.2	<u>By-law Number 124-24, Being a by-law to govern Solid Waste in the County of Brant</u>	215 - 238
15.3	<u>By-law Number 125-24, Being a by-law to enter into a Transfer Payment Agreement under the Housing-Enabling Water Systems Fund (HEWSF)</u>	239 - 278
15.4	<u>By-law Number 126-24, Being a by-law to relieve certain lands from the provisions of Section 50(5) of the Planning Act, R.S.O. 1990 (Nith Peninsula Phase 1, Subdivision)</u>	279 - 282
15.5	<u>By-law Number 127-24, Being a by-law to amend By-Law Number 61-16, the Zoning By-Law for the County of Brant, as amended (1024 Rest Acres Road)</u>	283 - 284
15.6	<u>By-law Number 128-24, Being a by-law to confirm the proceedings of Council</u>	285 - 286

16. Next Meeting and Adjournment



Administration and Operations Committee Report

To: The Chair and Members of the Administration and Operations Committee
From: Clint Brown, Public Works Technologist
Date: December 10, 2024
Report #: RPT-0536-24
Subject: Governors Road West and Cleaver Road, Road Lowering Agreement – Agreement Extension Request
Purpose: For Approval

Recommendation

Whereas the County of Brant (the County) and Lafarge Canada Inc. entered into an agreement to allow for the aggregate extraction on Governors Road West and Cleaver Road;

And whereas the aggregate extraction has not been completed and the current agreement expires on December 31 of this year;

And whereas Lafarge has requested an extension of the agreement to allow the final aggregate extraction, rehabilitation of the gravel pit lands and construction of the newly aligned Governors Road West and Cleaver Road;

THAT, Council approves the request to extend the Governors Road West and Cleaver Road, Road Lowering Agreement for five (5) years to December 31, 2029,

Strategic Plan Priority

Strategic Priority 2 - Effective Communication

Strategic Priority 4 - Reliable Infrastructure

Impacts and Mitigation

Social Impacts

The residents on Governors Road West will have to travel farther to get to Paris, but at this time they enjoy the road being closed and the relative quiet of their road.

Environmental Impacts

n/a

Economic Impacts

Longer travel time to destinations to the east.

Report

Background

In July of 2013, the County and Lafarge Canada Inc. (Lafarge) entered into an agreement to allow Lafarge to extract aggregate from the right-of-way of both Governors Road West and Cleaver Road and areas south and east of the roads. As a part of that agreement, the two (2) roads were closed, and Lafarge would be responsible for reinstating both roads to the elevation of the proposed Granular "B" on a new alignment at their cost. As the aggregate extraction has taken longer than initially anticipated, Lafarge has requested three (3) previous extensions that were approved by Council.

The existing agreement ends on December 31 of this year. County staff are recommending a five (5)-year extension to the agreement to allow for more time to finalize the aggregate extraction and extraction area rehabilitation plan. Staff have met with Lafarge and agreed that the proposed plan is the best way forward to finalize the aggregate extraction and complete the rehabilitation of the extraction area to allow the reopening of Governors Road West and Cleaver Road.

Lafarge has submitted a written request for the extension, and it is enclosed as Attachment 1. Previous discussions with the residents on Governors Road West and Cleaver Road concluded that they are happy with the road being closed through the pit and are in no hurry for it to be re-opened.

No further extensions are anticipated.

Summary and Recommendations

That Council approves the request to extend the Governors Road West and Cleaver Road, Road Lowering Agreement for five (5) years

Attachments

1. Letter from Lafarge

Reviewed By

R. Walton, P.Eng., General Manager of Operations

Copied To

K. DaCosta, Insurance and Legal Clerk

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No



December 6, 2024

Robert Walton, P.Eng.
General Manager – Operations,
County of Brant
26 Park Avenue, P.O. Box 160
Burford, ON
N0E 1A0

[SENT BY EMAIL ONLY]

**RE: GOVERNORS RD W & CLEAVER RD ROAD LOWERING AGREEMENT
AGREEMENT EXTENSION REQUEST**

Dear Mr. Walton,

As per our virtual meeting on December 4, 2024, and various meetings and discussions this past year, Lafarge would like to request a final extension to the Agreement between Lafarge Canada Inc. (Lafarge) and The Corporation of the County of Brant (the County) regarding the lowering and relocation of Governors Rd W and Cleaver Rd, dated July 23, 2013.

Lafarge recognizes that there have been multiple extensions of the Governor's road closure, and that the County have been very reasonable in providing these extensions. This was noted by the County last year, and at the time, requested that Lafarge develop a plan to reopen the road. Through the work between the County and Lafarge this past year, it has been identified that a number of project milestones must be completed before the construction of the road can begin. These items include:

- Lafarge to review the County's road design and incorporate Lafarge's reclamation plan, as well as design any water diversion that would be required
- Lafarge to have their engineering consultant review and finalize the design
- The County to complete their final review and approve the road design
- Lafarge and the County to amend the Road Lowering Agreement as per the new design
- Lafarge to apply for a site plan amendment to the MNRF to incorporate the new road and revised reclamation design (amendments of this significance can take 12-18 months for the MNRF to review and approve)

LAFARGE CANADA INC.

6509 Airport Road, Mississauga, ON L4V 1S7
Phone: (905) 738-7070 Fax: (905) 738-0224
www.lafarge.ca





Lafarge estimates that this pre-work will take approximately 3 years. Once these milestones have been completed, Lafarge and the County begin the road construction work, which includes:

- Lafarge to survey and mark in the new road location
- Lafarge to complete the rough-grade of the road
- Lafarge and the County to relocate and the public utility lines with respect to the new road location
- Lafarge and the County to complete the construction of the new road
- The County to hard surface the closed portion of the road

This work is weather dependant, and is estimated to take approximately 1-2 years to complete.

Therefore, given the remaining scope of work required, Lafarge kindly requests a final extension of five (5) years to the Road Lowering Agreement. The new expiry of the Agreement would be December 31, 2029.

We thank you for your time and consideration. Please advise if more information is required to process our request.

Yours truly,
LAFARGE CANADA INC.

A handwritten signature in black ink, appearing to read 'Siemiginowski'.

Carol Siemiginowski, P.Eng
Senior Land Manager, Southwest Ontario & Atlantic



County of Brant Council Report

To: To the Mayor and Members of County of Brant Council
From: Heather Boyd, General Manager of Corporate Services
Date: December 17, 2024
Report #: RPT-0550-24
Subject: 2024-25 Festive Reduce Impaired Driving Everywhere (R.I.D.E.) Program
Purpose: For Approval

Recommendation

That the request from the County of Brant O.P.P. Detachment to establish a paid duty contract for the Festive Reduce Impaired Driving Everywhere (R.I.D.E.) initiatives over the 2024-25 holiday season in advance of confirmation of Provincial grant funding be approved; And that any costs for the contract that are not fully funded by a Provincial grant be paid for through the County's 2025 budget for Ontario Provincial Police services.

Strategic Plan Priority

Strategic Priority 5 - Healthy, Safe, and Engaged Citizens

Impacts and Mitigation

Social Impacts

The annual Festive Reduce Impaired Driving Everywhere (R.I.D.E.) initiative is a well-known program and tradition to remove alcohol and drug-impaired drivers from the roads. This campaign addresses a significant issue at a critical time of year as well as increases police visibility, interaction and education.

Environmental Impacts

There are no environmental impacts anticipated as a result of this recommendation.

Economic Impacts

The approximate \$15,000 cost of a paid duty contract is expected to be covered through a Provincial Grant to be announced shortly and awarded in the new year. If the grant is not awarded to Brant County O.P.P., the cost will be absorbed through the annual policing budget. No overall budget impact is anticipated.

Report

Background

The County of Brant recently received correspondence from Brant County O.P.P. (Attachment 1) advising that the Ministry of the Solicitor General has not yet issued a call for applications for the 2024-2025 Festive R.I.D.E. grant. It is expected that once announced, this funding will be applicable for eligible costs for the 2024 initiative.

This program has been historically funded through Provincial Grants. Most recently in 2022, the County of Brant Police Services Board and O.P.P. Detachment entered into an agreement for R.I.D.E. grant funding for the 2022-23 and the 2023-24 seasons, totaling \$14,900 and \$14,800 respectively. Funds are reimbursed following approval of the final report for each funding year submitted by the detachment.

Analysis

As outlined in their correspondence, Brant County O.P.P. are seeking County approval to proceed with a paid duty contract for the Festive R.I.D.E. program for 2024-25. While it is not guaranteed, there is no indication that the program will not be funded by the Province as in previous years. Should the program not receive Provincial funding, the cost to the County based on previous initiatives will be minimal and likely fully absorbed by the annual policing contract budget. If Provincial funding is not granted in 2024-25, the County and the O.P.P. Detachment Committee may need to consider next steps for the program in advance of the 2025-26 season.

Summary and Recommendations

Staff are supportive of the County approving the paid duty contract for the 2024-25 Festive R.I.D.E. initiatives.

Attachments

1. Correspondence from Brant County O.P.P. – Festive R.I.D.E. Grant 2024-2025

Reviewed By

1. Alison Newton, CAO
2. Cindy Stevenson, General Manager of Emergency and Protective Services

Copied To

1. Heather Mifflin, Treasurer
2. Jennifer Haley, Chair – County of Brant O.P.P. Detachment Committee

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



County of Brant OPP
Comte de Brant

67 Bethel Road
Paris, ON N3L 3E3

Tel: 519-442-2242
Fax: 519-442-6808

December 10, 2024

TO: Allison Newton
Chief Administrative Officer
County of Brant

RE: Festive R.I.D.E. Grant 2024-2025

Good afternoon, Ms. Newton,

The 2024-2025 Festive Reduce Impaired Driving Everywhere (R.I.D.E.) Grant applications, offered through the Ministry of the Solicitor General, has yet to be posted for applicants. SOLGEN announced last week they expect the call for applications to be announced in the coming weeks. The RIDE Grant activity will be eligible between April 1st, 2024, to March 31st, 2025.

With the approval of the County, the detachment is requesting to proceed in establishing a paid duty contract for the Festive RIDE initiatives over the holiday season. As with all grants, there is no guaranteed funding until a notice of a successful application is received. We are hopeful that funding will be approved as in previous years.

We are requesting your support and input on establishing a paid duty contract prior to the call for grant applications and that any shortages on approved funding to cover the paid duties would be assumed by the County.

Thank you,

A handwritten signature in black ink, appearing to read "Cathy Lewis", is written above the typed name.

Sergeant Cathy Lewis
Brant County OPP

/Encl.



County of Brant Council Report

To: The Mayor and Members of County of Brant Council
From: Sunayana Katikapalli, Director of Council Services/ Clerk
Date: December 17, 2024
Report #: RPT-551-24
Subject: Annual Review of Council Appointments
Purpose: For Approval

Recommendation

That the current appointments of Members of Council to Committees and Boards be approved as may be amended by resolution.

Strategic Plan Priority

Strategic Priority 6 - Stable and Responsive Governance

Impacts and Mitigation

Social Impacts

The recommendation of this report intends to retain appointments of various members of Council to the various committees and boards to represent the County of Brant.

Environmental Impacts

None.

Economic Impacts

None.

Report

Background

The County of Brant Procedural By-law (14-20) states:

91. Appointments to Boards and Committees of Council shall be for a four-year term, coinciding with the term of Council unless otherwise specified by resolution. Council appointments will be reviewed on an annual basis.

Analysis

At its meeting of November 17, 2022, the Nominating Committee recommended Councillor appointments for the 2022-2026 term of Council. The recommendation was ratified by Council at its meeting of November 22, 2022. The original appointment list has been amended by RPT 0074-23- Appointments to the Emergency Management -Program

Committee and the Investment Committee in February, 2023, by By-law 70-23 which updated the library board appointment, included appointments to the County of Brant Physician Recruitment Program Oversight Committee, County of Brant License Tribunal, and Ad Hoc Grants Committee and by By-law 99-23 which updated the Paris & District Chamber of Commerce and included appointments to the Joint City-County Shared Services Committee. For a complete list please see Appendix A. Appointments to any committee or board can be amended by resolution of Council.

Summary and Recommendations

The Procedural By-law requires annual reviews of Council member appointments to boards and committees. Should any members of Council wish to amend the appointments list, this must be done by resolution of Council.

Attachments

Appendix A- List of Councillor 2022-2026 Appointments

Reviewed By

Heather Boyd, General Manager, Corporate Services

Copied To

N/A

By-law and/or Agreement

By-law Required	Yes
Agreement(s) or other documents to be signed by Mayor and/or Clerk	No

RPT-0551-24 Appendix A- Complete List of Council Member Appointments

Committee/ Board	Council Member Appointed
Planning and Development Committee	Mayor Bailey, Councillors Kyle, MacAlpine, Howes, Oakley, Bell, Peirce, Chambers, Miller, Coleman, and Garneau
Policy Development Committee	Mayor Bailey, Councillors Kyle, MacAlpine, Howes, Oakley, Bell, Peirce, Chambers, Miller, Coleman, and Garneau
Administration and Operations Committee	Mayor Bailey, Councillors Kyle, MacAlpine, Howes, Oakley, Bell, Peirce, Chambers, Miller, Coleman, and Garneau
Paramedic Services Committee	Mayor Bailey, Councillors Peirce and Miller
Brant Municipal Enterprises Board of Directors	Mayor Bailey, Councillors Bell and Peirce
County of Brant Library Board of Directors	Mayor Bailey, Councillors Howes and Kyle
County of Brant Police Services Board	Mayor Bailey, Councillor Peirce
All County Advisory Committees	Mayor Bailey (ex-officio)
Accessibility Advisory Committee	Councillor Oakley
Agricultural Advisory Committee	Councillors Kyle and Coleman
Biggars Lane Landfill Advisory Committee	Councillors Miller and Garneau
Brant Heritage Committee	Councillors MacAlpine, Howes, and Garneau
Cemetery Committee	Councillor Garneau
Community Improvement Plan Committee	Councillors Howes and Peirce
Tourism Advisory Committee	Councillors Kyle and Oakley
Trees Conservation Committee	Councillors Chambers, Miller, Coleman, and Garnau
Sports Hall of Fame Ad Hoc	Councillors Kyle and Peirce
Cainsville Community Centre Fundraising	Mayor Bailey, Councillor Coleman
Community Safety and Well-Being	Councillor Kyle
John Noble Home Committee of Management	Mayor Bailey, Councillors MacAlpine, Bell and Coleman
City/ County Liaison Committee	Mayor Bailey, Councillors Oakley, Bell and Miller
Social Services Committee/ Brant-Brantford Local Housing Authority	Mayor Bailey, Councillors Oakley, Howes, Bell, Chambers, and Miller
Brantford and Area Sports Hall of Fame Induction Committee	Councillor Kyle
Brant County Health Unit	Mayor Bailey, Councillor Bell
Brantford Airport Board	Mayor Bailey
Chamber of Commerce Brantford-Brant	Councillor Garneau

Grand River Conservation Authority	Councillors Coleman and Miller
Long Point Region Conservation Authority	Councillor Chambers
Paris Business Improvement Area (BIA)	Councillor Oakley
Paris Chamber of Commerce	Councillor Bell and Oakley
Paris Museum and Historical Society	Councillor Howes
Physician Recruitment	Mayor Bailey
Rural Water Quality Program	Councillor Chambers
South Central Ontario Region (SCOR)	Mayor Bailey and Councillor Chambers
Brant Connects	Councillor Miller
Brant Waterways Foundation	Councillor MacAlpine
SWIFT	Councillor Miller
Brant Condominium Corporation	Councillor Bell
County of Brant Physician Recruitment Oversight Committee	Councillors Kyle & Oakley
Emergency Management Program Committee	Councillor Peirce
Investment Committee	Councillors Oakley, Miller
Ad Hoc Grants Review Committee	Councillors Garneau, Miller, Peirce, Oakley, Kyle
Joint City-County Shared Services Committee	Mayor Bailey, Councillors Kyle, Oakley, Bell, Chambers, Coleman
County of Brant License Tribunal	Councillors Miller, Garneau, Oakley



Brant County O.P.P. Detachment Board Minutes

Date: October 22, 2024
Time: 9:00 a.m.
Location: Council Chambers
7 Broadway Street West
Paris, ON

Present: Mayor Bailey, Councillor Peirce, Members Brown, Budreau, and Haley

Staff: Inspector Quenneville, Stevenson, Williams, and Pluck

Alternative formats and communication supports are available upon request. For more information, please contact the County of Brant Accessibility and Inclusion Coordinator at 519-442-7268 or by email accessibility@brant.ca

1. Welcome and Introductions

2. Affirmation of Office for the Brant County O.P.P. Detachment Board Members

Spencer Pluck, Deputy Clerk / Brant County O.P.P. Detachment Board Secretary, conducted the Affirmation for Office of the Brant County O.P.P. Detachment Board for Mayor David Bailey, Councillor John Peirce, Jim Brown, Ron Budreau, and Jennifer Haley.

3. Election of Chair and Vice-Chair

S. Pluck called for nominations for the position of Chair of the Brant County O.P.P. Detachment Board.

Councillor Peirce nominated Member Haley. Member Haley accepted. No more nominations were received.

Moved by Mayor Bailey
Seconded by Member Brown

That Member Haley be elected Chair of the Brant County O.P.P. Detachment Board, and;

That nominations be closed.

Carried

S. Pluck called for nominations for the position of Vice Chair of the Brant County O.P.P. Detachment Board.

Councillor Peirce nominated Member Brown. Member Brown accepted. No more nominations were received.

Moved by Mayor Bailey
Seconded by Member Haley

That Member Brown be elected Vice Chair of the Brant County O.P.P. Detachment Board, and;

That nominations for the position of Vice Chair be closed;

Carried

Member Haley assumed the Chair.

4. Approval of Agenda

Chair Haley requested that items 8.2 to 8.7 move forward to be heard immediately following item 6.

Moved by Mayor Bailey
Seconded by Member Brown

That the Brant County O.P.P. Detachment Board agenda of October 22, 2024 be approved, as amended.

Carried

5. Declaration of Pecuniary Interests

None.

6. Delegations / Petitions / Presentations

None.

7. Statistics

7.1 Brant County OPP Detachment Commander's Report

Inspector Quenneville noted that the Detachment Commander's Report is different compared to previous iterations, and that the changes are done in the interest of consistency across the province. Chair Haley advised that further revisions to the report structure are being made and that this only the first version. Members expressed positive feedback on the new report format, noting that it effectively presents statistics in a clear and direct manner.

Inspector Quenneville presented the Detachment Commands report. Discussion was held on the following:

- Staffing changes have occurred at the detachment, with a sixth Sergeant position, a Second Operational Support Sergeant position, three recruits, and two lateral officers being received. Inspector Quenneville further

noted that a Domestic Abuse Issues Investigator has been designated at the Brant detachment, and that the vacant Detective Constable position has been filled and will begin in the coming weeks.

- Inspector Quenneville provided an update on discussions with the Brantford General Hospital surrounding the Memorandum of Understanding for the Transition of Care, noting that the document is with legal and the next steps will be training and implementation.
- Plans are underway to host the second Youth Academy and applications are being received by youth in the community.
- Plans are underway for the 2025 Special Olympics, with the Ontario Provincial Police, Brantford Police Service, and Six Nations Police as co-hosts.
- Traffic Management Unit charges year to date, noting a significant increase in part three charges.

Moved by Councillor Peirce
Seconded by Mayor Bailey

That the Detachment Commander's Statistics report of October 22, 2024, be received as information.

Carried

8. Staff Reports

8.1 RPT-0350-24, False Alarm Statistics - January to August, 2024

C. Stevenson presented RPT-0350-24, False Alarm Statistics January to August, 2024.

In response to questions, C. Stevenson advised that an analysis of the five properties with thirty-six repeat false alarms can be provided to the Board and that the fines are collected through invoicing. Members expressed the desire for an additional column displaying outstanding receivables in the next report.

Moved by Member Budreau
Seconded by Councillor Peirce

That Staff Report RPT-0350-24 "False Alarm Statistics - January to August, 2024" be received as information.

Carried

8.2 RPT-0486-24, Overview of Community Safety and Policing Act

Cindy Stevenson, General Manager of Emergency & Protective Services, provided an overview of the report, noting that the report can be used as a reference tool for the board moving forward.

In response to questions, C. Stevenson advised that the Inspectorate of Policing monitors the board's activities.

Moved by Councillor Peirce
Seconded by Member Brown

That RPT-0486-24, Overview of Community Safety and Policing Act, 2019, be received as information.

Carried

8.3 RPT-0481-24, Abuse Policy

C. Stevenson presented RPT-0481-24 Abuse Policy, noting the policy is required to be adopted by the board under the new insurance coverage and that the policy may be reviewed and enhanced at a future meeting.

In response to questions, C. Stevenson advised that a media representative would be determined by the board, and that the media inquiries are specific to the abuse policy.

Discussion was held regarding designating the Chair as the media representative, with the Vice Chair serving as an alternate.

Moved by Member Budreau
Seconded by Mayor Bailey

That the Brant County O.P.P. Detachment Board adopt the Abuse Policy as presented.

Carried

8.4 RPT-0349-24, Budget to Actual Year to Date

C. Stevenson presented RPT-0349-24 Budget to Actual Year to Date, and noted that a draft budget for 2025 will be brought to the November Brant County O.P.P. Detachment Board meeting for the Board's consideration.

In response to questions, C. Stevenson advised that the Board would submit budget estimates to Council for budget approval, and that the County's budget for 2025 is scheduled to be approved by the end of February 2025.

Discussion was held regarding releasing a fall Dispatch Newsletter, and the benefits that the newsletter provides to the community.

Moved by Councillor Peirce
Seconded by Member Budreau

That the budget to actual variance report at October 7, 2024, as attached, be received as information.

Carried

8.5 RPT-0488-24, Brant County O.P.P. Detachment Board Draft Procedural By-law

S. Pluck presented RPT-0488-24 Brant County O.P.P. Detachment Board Draft Procedural By-law, noting staff are looking for feedback from the Board to incorporate into a final draft.

In response to questions, S. Pluck noted that public notification is deemed complete for Special Board meetings when notice is published on the County of Brant website more than forty-eight (48) hours in advance of the meeting.

In response to questions, S. Pluck advised that items not included on the agenda may be added at the meeting with the consent of the majority of members present.

Moved by Member Brown
Seconded by Mayor Bailey

That the attached Draft Procedural By-law for the Brant County O.P.P. Detachment Board be received as information, and;

That comments of the Board be incorporated for future adoption.

Carried

8.6 RPT-0480-24, Review of Community Safety Groups

C. Stevenson presented RPT-0480-24 Review of Community Safety Groups. Discussion was held regarding the review of community safety groups, and the status of funds of the Community Safety Groups.

Inspector Quenneville noted that through consultations with the Ministry, it was suggested that the Board develops a robust delegation policy for those wishing to address the Board directly.

Further discussion was held with regards to neighbourhood watches, and in response to questions, Inspector Quenneville confirmed that neighbourhood watch is not an active O.P.P. program, and raised concerns surrounding liability and risk management.

C. Stevenson advised that they would be looking for feedback from the Board on how to recognize the past contributions of the Community Safety Groups.

Moved by Councillor Peirce
Seconded by Member Brown

WHEREAS the former Police Services Board requested a review of the three (3) area Community Safety Groups;

That the Brant County O.P.P. Detachment Board dissolve the Community Safety Groups based on their lack of standing under the Community Safety and Policing Act;

That community engagement continue to be held through initiatives directed by the local O.P.P. and Detachment Board;

AND that the current members of the area Community Safety Groups receive formal appreciation from the Detachment Board for their dedication, commitment and contributions to community safety.

Carried

8.7 RPT-0490-24 Brant County O.P.P. Detachment Board Name Confirmation

S. Pluck presented RPT-0490-24 Brant County O.P.P. Detachment Board Name Confirmation, noting that the Board has the opportunity to change their naming convention.

Discussion was held with regards to updating the Board's name to the County of Brant O.P.P. Detachment Board.

That RPT-0490-24 be received as information;

And that the Brant County O.P.P. Detachment Board provide direction on the Board's naming convention.

Moved by Councillor Peirce
Seconded by Mayor Bailey

That the Brant County O.P.P. Detachment Board be renamed to the County of Brant O.P.P. Detachment Board;

And that a by-law be presented at the November 25, 2024 Brant County O.P.P. Detachment Board meeting to reflect this change.

Carried

9. Communications

Discussion was held regarding the Mandatory Thematic Training, with members to submit confirmation of the completed training to the Deputy Clerk.

Moved by Mayor Bailey
Seconded by Member Budreau

That the following items of communication be received as information:

- January to March 2024 Detachment Revenues - OPP MPB Financial Services Unit
- April to June 2024 Detachment Revenues - OPP MPB Financial Services Unit
- 2025 Municipal Policing Billing Statement Property Count - Municipal Policing Bureau

- 2025 Annual Billing Statement - Municipal Policing Bureau Ontario Provincial Police
- Community Safety and Policing Act, 2019 Mandatory Thematic Training - All Chiefs Memo 24-0055
- 2024 County of Brant Interim Provincial Offences Act Summary of Payment - January 1 to June 30
- Brant Co, 2024 Court Security and Prisoner Transportation Grant Reminder - OPP PB Financial Services Unit

Carried

10. Other Business

10.1 Remembrance Day Services

Discussion was held regarding the Burford, St. George, and Paris Remembrance Day services. The Board identified members to attend each ceremony.

11. Updates

11.1 Council Communication

None.

11.2 OAPSB Zone 4

Chair Haley noted she attended an OPP focus group for the Ontario Association of Police Services Board Zone 4, and that Zone 4 has meetings scheduled in February and May. She further highlighted that the detachment golf tournament raised \$10,000 for Brant Safe Beds. Chair Haley reported that a tree dedication ceremony is taking place on October 23 at 6:00 p.m. in memory of Auxiliary S/Sgt Bruce Harschnitz, and acknowledged the passing of Constable Dylan MacKinnon.

12. In Camera

None.

13. Next Meeting and Adjournment

The Board adjourned at 10:59 a.m. to meet again on November 26, 2024 at 9:00 a.m. at the County of Brant Council Chambers.

Secretary



Brant County O.P.P. Detachment Board Minutes

Date: November 26, 2024
Time: 9:00 a.m.
Location: Council Chambers
7 Broadway Street West
Paris, ON

Present: Mayor Bailey, Councillor Peirce, Members Brown, Budreau, Haley, and Stryker

Staff: Inspector Quenneville, Stevenson, Williams, and Pluck

Alternative formats and communication supports are available upon request. For more information, please contact the County of Brant Accessibility and Inclusion Coordinator at 519-442-7268 or by email accessibility@brant.ca

Member Haley in the Chair.

1. Affirmation of Office for the Brant County O.P.P. Detachment Board Members

Spencer Pluck, Deputy Clerk / Brant County O.P.P. Detachment Board Secretary, conducted the Affirmation for Office of the Brant County O.P.P. Detachment Board for member Christine Stryker.

2. Attendance

Attendance was taken.

3. Approval of Agenda

Moved by Member Budreau
Seconded by Member Stryker

That the Brant County O.P.P. Detachment Board agenda and addendum of November 26, 2024, be approved.

Carried

4. Declaration of Pecuniary Interests

None.

5. Delegations / Petitions / Presentations

None.

6. Adoption of Minutes from Previous Meetings

6.1 Brant County O.P.P. Detachment Board Minutes of October 22, 2024

Moved by Councillor Peirce
Seconded by Member Brown

That the Brant County O.P.P. Detachment Board minutes of October 22, 2024, be approved.

Carried

7. Business Arising from the Minutes

None.

8. Statistics

8.1 Brant County OPP Detachment Commander's Report

Inspector Quenneville presented the Detachment Commander's Report of November 26, 2024. Discussion was held on the following:

- Inspector Quenneville advised that the two traffic management officers were returned to platoon on a temporary basis. In response to questions, Inspector Quenneville advised that when the traffic management unit is not fulfilling their duties, the expense is credited back to the municipality.
- In response to questions, Inspector Quenneville advised that the daily patrol hours are captured through officer's daily activity report and that the patrol location would be captured within their report.
- Discussion was held regarding the template of the Detachment Commander's Report, noting an opportunity to share feedback on the report template and that the format will be changing. Inspector Quenneville noted that she will continue to provide updates on traffic management.
- In response to questions, Inspector Quenneville advised that she will follow-up regarding the training for OPP members operating ATV's and will provide an update at the next meeting.

Moved by Mayor Bailey
Seconded by Member Budreau

That the Detachment Commander's and Statistics report of November 26, 2024, be received as information.

Carried

9. Staff Reports

9.1 RPT-0506-24 2025 Budget Structure and Priority Setting

Cindy Stevenson, General Manager of Emergency & Protective Services presented RPT-0506-24 2025 Budget Structure and Priority Setting, seeking input from the Board on priorities that they would like to focus on for 2025 and noting that a final draft budget for 2025 would be brought forward at the December Board meeting. She noted that the base budget includes the Board's insurance policy and additional community representative on the Board, and that the Board may wish to consider additional funding for training and development for the additional member. She further advised of having separated line items in the budget for the dispatch newsletter postage and travelling expenses associated with conferences.

Chair Haley advised of initiatives that the previous Police Services Board supported, noting the Safe Beds Program, platoon barbecues, the Brant OPP Youth Academy, Christmas holiday tokens of acknowledgement, and the Special Olympics.

In response to questions, C. Stevenson advised that the Board may consider adding additional funds to the budget for training and development for an additional member to attend the OAPSB conference. She further advised that unspent funds in the operating budget do not carry forward, and that there is a change within the Community Safety and Policing Act that notes the revenue for sales of property is deposited in a Provincial Consolidated Revenue Fund and does not go to the local Board. In response to further questions, C. Stevenson advised that the Board is trending to be on budget for the end of year. C. Stevenson further advised she will follow up with the City of Brantford regarding the Safety Patrol Year End Acknowledgement.

Moved by Member Brown
Seconded by Member Budreau

That RPT-0506-24 2025 Budget Structure and Priority Setting be received as information;

And that the Board direct staff to bring forward an itemized 2025 Budget to the Board for review and approval;

And that Board members forward budget items for consideration to staff.

Carried

9.2 RPT-0499-24 2025 Brant County O.P.P. Detachment Board Meeting Schedule

S. Pluck presented RPT-0499-24 2025 Brant County O.P.P. Detachment Board Meeting Schedule, noting that the proposed dates follow the schedule of the previous Police Services Board.

Moved by Mayor Bailey
Seconded by Councillor Peirce

That the 2025 Brant County O.P.P. Detachment Board meeting schedule be approved.

Carried

9.3 RPT-0512-24 Recognition for Former Board Members

Discussion was held regarding the method of recognizing former Board members.

Chair Haley noted that former Police Services Board member Marty Verhey would be recognized for his service.

Moved by Mayor Bailey
Seconded by Member Brown

That the Brant County O.P.P. Detachment Board adopt a method of formal recognition for exiting Board members;

And that a plaque be presented to the exiting Board member, by the Current Police Services Board Chair.

Carried

10. Communications

10.1 Notification Regarding OPP Detachment Board Name and Logos for your Detachment Board - Ontario Association of Police Services Boards

S. Pluck advised that following the passing of By-law 24-02, he will notify the OAPSB of the Board's name change.

10.2 Ontario Association of Police Services Boards Membership Renewal Invoice - Ontario Association of Police Services Boards

In response to questions, Chair Haley advised that the OAPSB membership is not mandated.

11. Updates

11.1 Council Communication

Councillor Peirce advised that he has received concerns regarding making the Paris Lions Park safer at night. In response to questions, Councillor Peirce advised that December would be a good time for the Board to provide an update to Council and re-establish a reporting routine.

Mayor Bailey advised that concerns were received regarding a lack of policing at Jingle Bell Night, and that the concerns were discussed with Inspector Quenneville.

11.2 OAPSB Zone 4

Chair Haley reported that in-person meeting dates have been set for Zone 4 in 2025, that these meetings are held in conjunction with the Ontario Association of Chiefs of Police, and that no meetings are set in Brant. She further advised that they are seeking an information session with the OPP to discuss the new reporting template and the Detachment Commander Evaluation Reporting Template, and that all Board members are welcome to attend for information.

11.3 Chair Update

Chair Haley advised that the fall Dispatch Newsletter is ready to go to print, and will be uploaded to the website at a later date. She further advised that the County's Community Safety and Well-Being Plan will soon be updated and revised, and that this is now legislated in the Community Safety and Policing Act. She concluded with noting that herself and Inspector Quenneville attended the 56th Field Artillery Regiment's Mess dinner and that the event was a success.

12. Other Business

Holiday Token Of Appreciation

Chair Haley advised that in the past the Board would provide a token of appreciation to each member of the detachment which would consist of chocolate and a letter from the Board thanking them for their service.

Moved by Councillor Peirce
Seconded by Member Brown

That the County of Brant O.P.P. Detachment Board send a token of appreciation to all front line staff, with a limit of \$1,000.00.

Carried

13. In Camera

None.

14. By-laws

Moved by Councillor Peirce
Seconded by Mayor Bailey

That By-laws 24-01 and 24-02, be read a first time.

Carried

Moved by Councillor Peirce
Seconded by Member Budreau

That By-laws 24-01 and 24-02, be read a second time and all preambles and clauses be adopted.

Carried

Moved by Mayor Bailey
Seconded by Councillor Peirce

That By-laws 24-01 and 24-02, be read a third time, passed, signed and executed.

Carried

15. Next Meeting and Adjournment

The Board adjourned at 10:40 a.m. to meet again at the call of the Chair at the County of Brant Council Chambers.

Secretary



November 29, 2024

The Right Honourable Justin Trudeau, Prime Minister

Sent via email: justin.trudeau@parl.gc.ca

Dear Honourable Justin Trudeau,

Please be advised that Brantford City Council at its meeting held November 26, 2024 adopted the following:

12.2.9 Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

WHEREAS municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

WHEREAS the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

WHEREAS the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

WHEREAS the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

WHEREAS redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

WHEREAS a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents.

NOW THEREFORE BE IT RESOLVED:

- A. THAT Brantford City Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

- B. THAT Brantford City Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
- C. THAT this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
- D. THAT copies of this resolution BE FORWARDED to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, Larry Brock - Member of Parliament (MP) and Will Bouma - Members of Provincial Parliament (MPP); and
- E. THAT copies of this resolution BE FORWARDED to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

I trust this information is of assistance.

Yours truly,



Chris Gauthier
City Clerk, cgauthier@brantford.ca

cc Premier Doug Ford
Ontario Minister of Finance
Minister of Municipal Affairs and Housing
Member of Parliament (MP) Larry Brock
Member of Provincial Parliament (MPP) Will Bouma
Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Meeting Minutes of November 6, 2024
Approved December 5, 2024

Members in attendance:

Robert Chambers, Chair	County of Brant
Dave Beres, Vice-Chair	Town of Tillsonburg
Shelley Ann Bentley	Haldimand County
Doug Brunton	Norfolk County
Michael Columbus	Norfolk County
Tom Masschaele	Norfolk County
Jim Palmer	Township of Norwich
Stewart Patterson	Haldimand County
Chris Van Paassen	Norfolk County
Peter Ypma	Township of South-West Oxford

Regrets:

Rainey Weisler	Municipality of Bayham/Township of Malahide
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Staff in attendance:

Judy Maxwell, General Manager
 Aaron LeDuc, Manager of Corporate Services
 Leigh-Anne Mauthe, Manager of Watershed Services
 Saifur Rahman, Manager of Engineering and Infrastructure
 Jessica King, Social Media and Marketing Associate
 Dana McLachlan, Executive Assistant
 Nicole Sullivan, HR Associate/Receptionist

1. Welcome and Call to Order

Chair, Robert Chambers, called the meeting to order at 7:52 p.m., Wednesday, November 6, 2024.

Doug Brunton informed the Board that he attended the Turkey Mountain Bike Club appreciation dinner along with Chris Van Paassen and Tom Masschaele.

2. Additional Agenda Items

Item 6 a) proposed change of November 13th Budget meeting start time to be added to the November 6, 2024 agenda under Business Arising.

3. Approval of the Agenda

A-126/24

Moved by D. Beres
 Seconded by P. Ypma

THAT the LPRCA Board of Directors approves the agenda as amended.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
 Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Carried

4. Declaration of Conflicts of Interest

None were declared.

5. Minutes of the Previous Meeting

a) Board of Directors Meeting Minutes - October 2, 2024

A-127/24

Moved by M. Columbus

Seconded by D. Beres

THAT the minutes of the LPRCA Board of Directors Meeting held October 2, 2024 be adopted as circulated.

Carried

6. Business Arising

a) Budget Meeting Start time

A-128/24

Moved by C. Van Paassen

Seconded by S. Patterson

THAT the LPRCA Board of Directors approve the start time of the November 13th Budget meeting to be 9:00am.

Carried

7. Review of Committee Minutes

a) Backus Museum Committee Meeting - July 22, 2024

A-129/24

Moved by T. Masschaele

Seconded by J. Palmer

THAT the minutes of the Backus Museum Committee Meeting held July 22, 2024 be approved as circulated.

Carried

8. Correspondence

There was no correspondence to discuss.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

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9. Planning Department

a) Section 28 Regulations Approved Permits (L. Mauthe)

Peter Ypma asked staff about permit 139/24 and what portion of the water was being dredged. Leigh-Anne Mauthe responded that the dredging was happening at the entrance of the marina channel.

A-130/24

Moved by P. Ypma

Seconded by C. Van Paassen

THAT the LPRCA Board of Directors receives the staff approved Section 28 Regulation Approved Permits report dated November 6, 2024 as information.

Carried

10. New Business

a) General Manager's Report (J. Maxwell)

Judy Maxwell provided a report summarizing operations this past month and provided a few recent updates.

Judy Maxwell informed the Board that the Decoy Museum proposed for the Education Centre will proceed and will be a nice addition to the Centre. The Decoy museum, funded by Tom Davidson Sr., will house 30 to 40 decoys with a focus on Long Point Region craftsmanship with a few from surrounding areas.

Jim Palmer asked staff if the safety boom in Norwich would need to be removed in the winter? Saifur Rahman informed the Board that the safety boom is permanent.

A-131/24

Moved by M. Columbus

Seconded by J. Palmer

That the LPRCA Board of Directors receives the General Manager's Report for October 2024 as information.

Carried

b) 3rd Quarter Financial Report (A. LeDuc)

The report was presented by Aaron LeDuc.

Dave Beres asked if there are restrictions on planning applications fees this year. Aaron Leduc informed the Board that the Authority has not been informed of any restrictions. Leigh-Anne Mauthe elaborated that the fees for planning have been frozen for two years.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Mike Columbus asked staff about the Administrative Office upgrades in the capital sheet and if the project was going ahead in 2024. Aaron LeDuc informed the Board that the Authority has a design along with three or four requests out for quotes out and have quotes for electrical and flooring. The project will be completed in 2025.

Peter Ypma asked staff why the upgrades were being done when the Authority does not own the building. Aaron LeDuc said that current furniture is a mismatched set of old furniture, and is an investment ergonomically for staff.

A-132/24

Moved by S. Patterson
Seconded by J. Palmer

THAT the LPRCA Board of Directors receives the Q3 Financial Report – September 30, 2024 for the fiscal period up to and including September 30th, 2024 as information.

Carried

c) Teeterville Dam Class Environmental Assessment - Progress Report and Committee Appointment (S. Rahman)

Saifur Rahman reviewed the report. The Board Members discussed the member appointment.

A-133/24

Moved by S. Bentley
Seconded by J. Palmer

THAT the LPRCA Board of Directors receives the Teeterville Dam Class Environmental Assessment Progress Report as information,

AND

THAT the LPRCA Board of Directors approves the following appointment:

Michael Columbus as a member of the Teeterville Dam Class Environment Assessment Community Liaison Committee

Carried

d) Conservation Land Strategy (J. Maxwell)

Judy Maxwell updated the Board on the finalized Conservation Land Strategy.

A-134/24

Moved by T. Masschaele
Seconded by P. Ypma

THAT the LPRCA Board of Directors approves the final draft Conservation Land Strategy;

AND,

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

THAT the LPRCA Board of Directors direct staff to provide a copy of the Conservation Land Strategy to the Ministry of Natural Resources and make it available on the LPRCA website.

Carried

e) Watershed-based Resource Management Strategy (J. Maxwell)

Judy Maxwell presented the finalized Watershed-based Resource Management Strategy and staff report.

Doug Brunton asked Staff if this report was completed in house. Judy Maxwell confirmed that it was completed by LPRCA staff.

A-135/24

Moved by S. Bentley

Seconded by M. Columbus

THAT the LPRCA Board of Directors approves the final draft Watershed-based Resource Management Strategy;

AND,

THAT the LPRCA Board of Directors direct staff to provide a copy of the Watershed-based Resource Management Strategy to the Ministry of Natural Resources and make it available on the LPRCA website.

Carried

f) Provincial Planning Statement Update (L. Mauthe)

Leigh-Anne Mauthe updated the Board on the new Provincial Planning Statement.

A-136/24

Moved by S. Patterson

Seconded by P. Ypma

THAT the LPRCA Board of Directors receives this report as information.

g) Backus Museum Committee Member Appointment (J. Maxwell)

Judy Maxwell presented the Backus Museum Committee Member appointment to the Board.

A-137/24

Moved by J. Palmer

Seconded by T. Masschaele

THAT the LPRCA Board of Directors appoints Mary Charles as a Community Representative to the Backus Museum Committee.

Carried

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

11. Closed Session

A-138/24

Moved by D. Brunton

Seconded by J. Palmer

THAT the LPRCA Hearing Board does now enter into a closed session to discuss:

- Advice that is subject to solicitor-client privilege.

Carried

The members entered the closed session at 8:23 p.m. and reconvened in open session at 8:31 p.m.

Next meeting: November 13, 2024, Budget, 9:00 a.m.

December 4, 2024, Board of Directors, 6:30 p.m.

Adjournment

The Chair adjourned the meeting at 8:31 p.m.

Robert Chambers
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/ns

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

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A-122/24

Moved by J. Palmer

Seconded by D. Brunton

THAT the Vice Chair, Dave Beres, is appointed Acting Chair for the Hearing Board.

Carried

4. Chair's Opening Remarks for Hearing LPRCA- 168/24

The Chair's opening remarks for LPRCA-168/24 Tillsonburg Inc. were read and the guidelines and process to be followed for the hearing were reviewed.

5. Presentation by Long Point Region Conservation Authority Staff

Leigh-Anne Mauthe introduced the Agent, David Roe, and CJDLC Project Engineer, Alex Muirhead, and then proceeded to present the staff report and presentation.

Staff recommended refusal to grant a permit for this application for the following reasons:

1. The construction of the proposed structure within the unstable slope is contrary to Long Point Region Conservation Authority policies for development in the Riverine Erosion hazard. These policies have been implemented to reduce or eliminate preventable risk to life and property damage from erosion and unstable slopes,
2. The control of erosion is affected by the development in that it increases the potential for damage from slope instability and erosion.

6. Presentation by the Applicant

David Roe, Agent, and Alex Muirhead, Engineer, addressed the Board on behalf of the Applicant requesting approval of the application.

Alex Muirhead addressed Agenda Page # 46 on the Areas of Concern on the North Side. Alex spoke of the safety of the stable slope. Any building founded beneath the stable slope would be on stable soils as the deck footings are below this line and was confirmed with a Geotechnical engineer. The north side build is within the 6m setback from the stable slope limit and the slope is 4.5m and gets smaller heading towards Baldwin St.

Alex Muirhead addressed Agenda Page # 45 on the Areas of Concern of the South Side. The South Side stable slope line is steeper than the actual grade, which means that the slope is actually flatter than the stable slope. The Engineer proposes to add fill from mid-way down the slope to carry the grade flatter than the stable slope limit up to the top to create a new top of bank that would be at least 6m from the setback.

7. Questions

There were no questions from Staff or the applicant.

Staff and the proponent responded to questions from the Board.

Mike Columbus asked how far the unstable slope is from Stoney Creek. Alex Muirhead responded that the creek was 50 to 100 meters away from the development on the Borden Crescent side.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Doug Brunton asked if there were any records of a high-water mark for Stoney Creek. Alex Muirhead was unsure of the high-water mark but noted that the slope is higher. Leigh-Anne Mauthe said there are no high-water marks for this area, as they are usually only used for shorelines of the Great Lakes. There is floodplain mapping at this location and there are no flooding concerns as the property is well above the 100-year flood elevation. Leigh-Anne Mauthe noted it is the slope which is the concern, it is not a flooding concern.

Jim Palmer asked what kind of soil is at the development. Alex Muirhead let the Board know it was silty clay.

The members entered the closed session of the Hearing Board at 6:50 p.m.

A-123/24

Moved by S. Bentley

Seconded by C. Van Paassen

THAT the LPRCA Hearing Board does now enter into a closed session to discuss:

- Litigation or potential litigation, including matters before administrative tribunals (e.g. Local Planning Appeal Tribunal), affecting the Authority.

Carried

8. Reconvene in Public Forum

The LPRCA Hearing Board reconvened in open session at 7:01 p.m. Peter Ypma rejoined the meeting.

9. Hearing Board Decision for LPRCA-168/24

The Chair advised Tillsonburg Development Inc. that the permit has been approved. The Notice of Decision will be forwarded by staff.

10. Chair's Opening Remarks for Hearing LPRCA-187/24

The Chair's opening remarks for LPRCA-187/24 Mark Lefler were read and the guidelines and process to be followed for the hearing were reviewed.

11. Presentation by Long Point Region Conservation Authority Staff

Leigh-Anne Mauthe introduced the Agent, Justin Massecar, and proceeded to present the staff report and presentation.

Leigh-Anne clarified that the datums used by Justin Massecar in his presentation package and the ones used by LPRCA are different. Justin Massecar admitted to using the wrong datum in his package.

Staff recommended refusal to grant a permit for this application for the following reasons:

1. The construction of the proposed structure within the unstable slope and the floodplain is contrary to Long Point Region Conservation Authority policies for development in the Riverine erosion hazard and flood hazard. These policies have been implemented to reduce or eliminate preventable risk to life and property damage from erosion, unstable slopes and flooding,

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

2. The control of flooding is affected by the development in that it increases the potential for damages and negative cumulative effects by filling in a portion of the Black Creek floodplain,
3. The control of erosion is affected by the development in that it increases the potential for damage from slope instability and erosion.

12. Presentation by the Applicant

Justin Massecar addressed the Board on behalf of the Applicant requesting approval of the application. A presentation was submitted by the applicant in advance of the hearing and included in the agenda package.

Justin Massecar presented the submitted documents. Mr. Massecar elaborated on Leigh-Anne Mauthe's earlier clarification on the floodplain datums that were used reiterating the discrepancies. Justin Massecar noted that this was a mistake on his part. Justin mentioned that a surveyor could plot the floodline where the development is in the floodplain based on LPRCA's flood elevation.

13. Questions

There were no questions from Staff.

Justin Massecar asked staff if the Authority would ever allow any minor elements to be permitted in a floodplain. Leigh-Anne Mauthe responded that all permits are looked at on a case by case basis. On existing units and development, they can allow minor elements to be changed in the floodplain, but not new units.

Staff and the proponent responded to questions from the Board.

Mike Columbus asked staff how much fill was proposed to go in. Leigh-Anne Mauthe was unsure of the exact square area of fill, but the development includes a retaining wall that will provide a flat area for the structure and stairs.

Peter Ypma asked staff if the structure was moved from the floodplain, could staff support the request. Leigh-Anne Mauthe informed the Board that staff cannot approve new units built on the slope.

Peter Ypma asked the agent why they did not originally design the new build outside of the floodplain. Justin Massecar let the Board know the design was done on the instruction of the Applicant. The Agent believed the structure itself to be outside of the floodplain, and only the retaining wall and stairs would remain in the floodplain.

Peter Ypma asked if there was a boat well in the lower level. Justin Massecar confirmed there was no boat well, only an empty concrete room at the bottom of the new build facing Black Creek.

Peter Ypma asked if it was possible to square up the new build with the existing structure on the lot or with Douglas Street. Justin Massecar explained the design was done to address access issues at the street.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

Peter Ypma asked about the potential for a secondary driveway. Justin Massecar responded that there was no space on the lot.

Chris Van Paassen asked where Douglas Street ends in relation to this property. Justin Massecar informed the board that the Applicant purchased the end of the street, but was unaware of access and rights. Chris Van Paassen confirmed that Norfolk County sold Mark Lefler the end of the street and it is now part of the lot.

Doug Brunton asked for more clarification on the datum discrepancy noted by both staff and the Agent. Leigh-Anne Mauthe informed the Board that there were two datums, 176.26m CGVD1928 and the 175.81m CGVD2013, with a difference of approximately 45cm. There is no discrepancy in the floodplain lines, only in which datum had been used. LPRCA gives applicants both datums and the engineer or surveyor retained by applicants can use either one. LPRCA used the correct datum based on the topographic survey given and the Agent was using the CGVD2013 datum.

Stewart Patterson asked if there was an existing structure on the lot. Justin Massecar confirmed there was an existing house which is the residence of the applicant.

Shelly Ann Bentley asked if this build was a secondary dwelling and the lot size of the whole property was. Justin Massecar confirmed that it was a secondary dwelling and he was unaware of the lot size. A minor variance will be brought forward for the second dwelling; however, from preliminary discussions with the County, the minor variance would be approved.

The members entered the closed session of the Hearing Board at 7:28 p.m.

A-124/24

Moved by S. Patterson

Seconded by P. Ypma

THAT the LPRCA Hearing Board does now enter into a closed session to discuss:

- Litigation or potential litigation, including matters before administrative tribunals (e.g. Local Planning Appeal Tribunal), affecting the Authority.

Carried

14. Reconvene in Public Forum

The LPRCA Hearing Board reconvened in open session at 7:50 p.m.

15. Hearing Board Decision for LPRCA 187/24

The Chair advised Mark Lefler's Agent, Justin Massecar, that the permit has been approved with conditions. The conditions of the permit are below:

1. Engineered slope stability assessment report
2. A geodetic survey to confirm floodline

for the following reasons:

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus, Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

1. There needs to be confirmation from a geotechnical engineer that the current design and placement of the building will be constructed as to not negatively affect the slope and the neighbouring properties
2. To accurately plot the floodline

The Notice of Decision will be forwarded by staff.

16. Adjournment

A-125/24

Moved by M. Columbus

Seconded by S. Bentley

That the LPRCA Board of Directors does now adjourn from sitting as a Hearing Board.

Carried

The Chair adjourned the Hearing at 7:52 p.m.

Robert Chambers
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/ns

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

- 6 -



LONG POINT REGION CONSERVATION AUTHORITY
Board of Directors Budget Meeting of November 13, 2024
Approved December 5, 2024

Members in Attendance

Robert Chambers, Chair	County of Brant
Dave Beres, Vice-Chair	Town of Tillsonburg
Shelley Ann Bentley	Haldimand County
Doug Brunton	Norfolk County
Michael Columbus	Norfolk County
Chris Van Paassen	Norfolk County
Rainey Weisler	Municipality of Bayham/Township of Malahide
Peter Ypma	Township of South-West Oxford

Regrets:

Tom Masschaele	Norfolk County
Jim Palmer	Township of Norwich
Stewart Patterson	Haldimand County

Staff in attendance:

Judy Maxwell, General Manager
Aaron LeDuc, Manager of Corporate Services
Leigh-Anne Mauthe, Manager of Watershed Services
Saifur Rahman, Manager of Engineering and Infrastructure
Nicole Sullivan, HR Associate/Receptionist
Dana McLachlan, Executive Assistant

*R. Weisler arrived at 9:08 a.m.

*D. Beres excused himself at 9:41a.m and returned at 10:12a.m.

1. Welcome and Call to Order

The chair called the meeting to order at 9:03 a.m., Wednesday, November 13, 2024.

2. Additional Agenda Items

No additional items were added to the agenda.

3. Declaration of Conflicts of Interest

None were declared.

4. Budget Overview Presentation

The Manager of Corporate Services provided a general overview of the 2025 draft budget.

At the last Audit and Finance Committee meeting on August 16, the Committee provided staff

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

direction to prepare a budget with a maximum 5.0% target increase on the levy. The 2025 Draft Budget was presented with a 2.58% or \$60,278 municipal levy increase. The operating levy increased by 4.27% or \$91,718 and the capital levy decreased by 16.64% or \$31,440. A special levy to Norfolk County is required for the Sutton Dam Structure Design and Removal project in 2025.

The following reports were reviewed and discussed:

1. Draft Consolidated Operating Budget
2. Draft Consolidated Budget Summary
3. Draft Municipal Levy Consolidated
4. 5-year Summary by Municipality of Levy Apportionment

The Current Value Assessment Apportionment for 2023 and 2024 were presented and discussed. The assessment data was provided by the Ministry of Natural Resources and Forestry based on O. Reg. 402/22 (Budget and Apportionment).

5. 2025 Budget Package

Operations:

The Managers reviewed each of their department(s) draft budgets, action plans, projects, and staffing requirements.

Capital:

The 2025 total for capital spending is budgeted at \$808,864 requiring \$157,500 from the general levy, \$222,755 from the Current Year Surplus, \$52,109 from the User Fee Reserve, \$30,000 Prior Year Capital, \$147,500 Provincial Grants, and \$100,000 Special Levy from Norfolk County.

The following reports were reviewed and discussed:

1. One-Year 2025 Draft Capital Budget
2. Five-Year 2025 Draft Capital Budget

Maintenance work and necessary repairs for public safety are continuing on the major water control structures. Three projects are planned for 2025 totaling \$265,000, Teeterville Dam Class Environmental Assessment, Lehman Dam Safety Review, and Sutton Dam Structure Design and Removal.

Two Watershed Services projects are planned for 2025 totaling \$130,000; A hydrology study, and the flood hazard mapping of Nanticoke Creek.

Other works include gate replacement, updated signage, and repairs on Authority lands, parking lots and fencing upgrades, Lower Big Creek Barn demolition, Backus Heritage Site building Assessments, Haldimand CA hydro upgrades, Conservation Education exterior, and the purchase of playground equipment for Waterford North CA. Annual computer upgrades, and vehicle and equipment replacements.

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

6. General Manager’s Report and Budget Recommendations

A-107/23

Moved by M. Columbus
Seconded by S. Bentley

THAT the LPRCA Board of Directors approves the following recommendations regarding LPRCA’s 2025 Draft Operating and Capital budgets:

THAT the draft 2025 operating budget of \$6,082,265 requiring \$2,237,681 of general levy representing an increase in the general levy of 4.27% or \$91,718;

AND

THAT the draft 2025 capital budget of \$808,864 requiring \$157,500 of general levy representing a decrease in the general levy of -16.64% or \$31,440;

AND

THAT the draft 2025 capital budget includes a special levy of \$100,000 for Norfolk County;

AND

THAT the total general municipal levy of \$2,395,181 requiring an increase of 2.58% or \$60,278 overall compared to 2024 be circulated to member municipalities for review and comment;

AND

THAT staff be directed to present the Draft 2025 Budget to member municipalities when requested.

Carried

The Chair adjourned the meeting at 11:30 a.m.

Robert Chambers
Chair

Judy Maxwell
General Manager/Secretary-Treasurer

/ns

FULL AUTHORITY COMMITTEE MEMBERS

Shelley Ann Bentley, Dave Beres, Doug Brunton, Robert Chambers, Michael Columbus,
Tom Masschaele, Jim Palmer, Stewart Patterson, Rainey Weisler, Chris Van Paassen, Peter Ypma

From: [Alysha Dyjach](#)
To: [clerks](#)
Subject: FW: Tillsonburg Town Council Decision Letter - November 14, 2024 - Establishment of Ontario Rural Road Safety Program
Date: Wednesday, November 27, 2024 10:57:33 AM
Attachments: [Outlook-cid_image0.png](#)

Alysha Dyjach, B.A., MPA
General Manager of Development Services
County of Brant
66 Grand River Street North
Paris, Ontario
(C) 519-770-9379 (T) 519-442-7268 x2215

From: Clerks <Clerks@tillsonburg.ca>
Sent: Wednesday, November 27, 2024 10:53 AM
To: Clerks <Clerks@tillsonburg.ca>
Subject: Tillsonburg Town Council Decision Letter - November 14, 2024 - Establishment of Ontario Rural Road Safety Program

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

At the November 14, 2024, meeting of Tillsonburg Town Council, the following resolution was passed:

Resolution # 2024-530

Moved By: Councillor Parsons

Seconded By: Deputy Mayor Beres

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

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

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

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

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

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

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

Carried

Regards,

Amelia Jaggard

Deputy Clerk

Town of Tillsonburg

10 Lisgar Ave

Tillsonburg, ON N4G 5A5

Phone: 519-688-3009 Ext. 4041

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November 29, 2024

County of Brant

Sent via email: clerks@brant.ca

Dear County of Brant:

Please be advised that Brantford City Council at its meeting held November 26, 2024 adopted the following:

- 13.1 2025 Shared Social Services Budget Approval [Financial Impact – \$19,205,188 Operating Budget, \$3,973,829 Capital Budget], 2024-708**
- A. THAT Report 2024-708 titled 2025 Shared Social Services Budget Approval BE RECEIVED;
 - B. THAT the following 2025 budget BE APPROVED:
 - i. Shared Social Services Operating Budget - \$19,205,188
 - ii. Shared Social Services Capital Budget - \$3,973,829; and
 - C. THAT the Director of Housing and Homelessness and the Purchasing Officer BE AUTHORIZED to award 2025 capital projects contained herein in accordance with the City of Brantford's Purchasing Policy; and
 - D. THAT the City Clerk BE DIRECTED to deliver the final shared services budget to the County on or before December 1, 2024.

I trust this information is of assistance.

Yours truly,

A handwritten signature in black ink, appearing to read "C. Gauthier".

Chris Gauthier
City Clerk, cgauthier@brantford.ca



Alternative formats and communication supports available upon request. Please contact accessibility@brantford.ca or 519-759-4150 for assistance.

Date November 26, 2024 **Report No.** 2024-708
To Mayor and Members of City Council
From Joelle Daniels
 Commissioner of Corporate Services/City Treasurer

1.0 Type of Report

Consent Item
 Item For Consideration

2.0 Topic 2025 Shared Social Services Budget Approval
 [Financial Impact – \$19,205,188 Operating Budget, \$3,973,829
 Capital Budget]

3.0 Recommendation

- A. THAT Report 2024-708 titled 2025 Shared Social Services Budget Approval BE RECEIVED;
- B. THAT the following 2025 budget BE APPROVED:
 - i. Shared Social Services Operating Budget - \$19,205,188
 - ii. Shared Social Services Capital Budget - \$3,973,829; and
- C. THAT the Director of Housing and Homelessness and the Purchasing Officer BE AUTHORIZED to award 2025 capital projects contained herein in accordance with the City of Brantford's Purchasing Policy; and
- D. THAT the City Clerk BE DIRECTED to deliver the final shared services budget to the County on or before December 1, 2024.

4.0 Executive Summary

This report has been deemed urgent to meet the timelines set out in Shared Services Agreement for the provision of Social Services between the City and the County for annual budget approval.

As required under the Shared Services Agreement for Social Services, the Social Services Committee (SSC) approved the 2025 Draft Shared Services Budget on September 4, 2024. Following the SSC meeting, staff was advised of additional funding that would be provided 2025, which would further reduce the draft budget approved by the SSC. The draft approved budget, along with a memo outlining further reductions resulting from the increased funding, was presented to the County of Brant Council on October 22, 2024 where it was approved in principle. The 2025 draft operating budget represents a 4.2% increase over last year and the capital budget totals \$3,973,829.

5.0 Purpose and Overview

As required under the Shared Services Agreement for Social Services, the purpose of this report is to notify City Council of the County's position and seek approval of the final 2025 Shared Social Services Budget prior to November 30, 2024. The approved budget must be delivered to the County for inclusion in their regular budget process by December 1, 2024.

6.0 Background

The City and the County entered into a Shared Services Agreement for Social Services in November 2021. This agreement outlines a budget approval process and timeline that ensures the Social Services Committee, County Council and City Council all have an opportunity to review, comment on, and ask questions about the proposed budget, before final approval by City Council.

Figure 1 below sets out the timeline for approval of the 2025 Social Services budget:

Figure 1 - Social Services Budget Timelines

Deadline	Deliverable
October 1, 2024	Social Services Committee is required to approve a draft budget prior to this date and deliver to both City and the County. If no recommended draft budget is provided, the prior year's budget is deemed to be the draft budget.
October 31, 2024	County Council is presented with the draft budget, and is required to either approve the budget in principle, or identify questions, comments or concerns. Notice of County Council's decision to be provided to the City by November 1. If no questions or comments are received, the County is deemed to have approved the draft budget.
November 30, 2024	Draft budget and notification of the County's position to be presented to City Council. City Council approves the final budget, inclusive of any amendments, giving consideration to the County position.
December 1, 2024	City approved budget to be delivered to the County for inclusion in their regular budget process.

7.0 Corporate Policy Context

This report aligns with the budget timelines set out in the Shared Services Agreement between the City and the County for Social Services.

8.0 Input From Other Sources

County of Brant staff provided confirmation that the draft 2025 Social Services budget was approved in principle by the County Council on October 22, 2024.

9.0 Analysis

On September 4th, 2024 staff made a presentation to the Social Services Committee on the draft 2025 shared social services budget to accompany the full report, both of which are attached as Appendix A and Appendix B respectively. The report included a breakdown of the operating budget by department and individual project detail sheets to support the capital budget. The SSC approved the draft budget as presented which included an operating budget increase 8.19% and a capital budget of \$3,973,829.

Subsequent to approval of the draft budget by the SSC, staff was advised that additional provincial funding would be provided for 2025. This increased funding would reduce the operating budget increase to 4.2% as outlined in a memo to members of the SSC attached as Appendix C.

In accordance with the Shared Services Agreement, County Council was provided the opportunity in October 2024 to either approve the draft budget in principle, or send its comments, concerns or questions back to the City prior to City Council's final adoption of the 2025 shared services budget. County Council was provided the draft SSC approved budget along with the memo outlining the enhanced funding contributions. County Council approved the draft budget in principle at its meeting on October 22, 2024.

At this time, City Council is required to approve the final 2025 shared social services budget and deliver the approved budget to the County for inclusion in their regular budget process by December 1, 2024.

10.0 Financial Implications

The 2025 operating budget represents a 4.2% increase over the previous year, and reflects the increased provincial funding announced after the approval of the draft budget by the SSC. The budget is apportioned between the City and the County on the basis of population. The population share has shifted slightly to be 72.3% City and 27.7% County (vs. 72.0% City and 28.0% County last year).

Figure 2 below summarizes the total municipal contribution to the 2024 draft operating budget.

Figure 2 - Municipal Contribution Summary

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	13,326,279	13,866,146	539,867	4.05%
COUNTY	5,105,642	5,339,042	233,400	4.57%
	<u>18,431,921</u>	<u>19,205,188</u>	<u>773,267</u>	<u>4.20%</u>

The 2025 proposed capital budget is focused on state-of-good repair, and is proposed to be funded from a combination of CMHC grants and City/County reserves (held by City). Figure 3 below summarizes the projects and funding sources that are proposed for the 2025 capital budget.

Figure 3 – 2025 Capital Budget

PROJECT ID and PROJECT Name	Prior Approved	2025 - 2025 Forecast Cost	FUNDING SOURCES	
			3rd Party	Joint Reserves Held by City
Housing Capital Repairs	83,650	3,973,829	1,585,418	2,388,411
001246 Northland Gardens - Roofing Replacement	-	975,000	685,769	289,231
001017 Daleview Gardens Roof Replacement	10,000	635,000	190,500	444,500
001702 Lucy Marco Place & Heritage House - Roof Replacement	-	624,000	187,200	436,800
000743 Northland Gardens - Windows & Doors & Entry-ways	32,200	485,000	145,500	339,500
002030 Trillium Way - Roof	-	325,000	97,500	227,500
002205 Trillium Way - Balcony Doors and Windows	15,000	225,000	67,500	157,500
002033 Albion Towers - Balcony Doors	13,000	130,000	39,000	91,000
001640 LHC - Exterior Walls	5,950	111,079	33,324	77,755
001234 Albion Towers - Hallway Flooring	-	110,250	33,075	77,175
001637 LHC Properties - Kitchen Renovations	-	100,000	30,000	70,000
000742 Lorne Towers - Paint Balcony Walls	-	94,000	28,200	65,800
001233 Willow St. (Paris) - Roofing	-	84,500	25,350	59,150
002204 Walkers Green - Balcony Doors	7,500	75,000	22,500	52,500
Grand Total	83,650	3,973,829	1,585,418	2,388,411

11.0 Climate and Environmental Implications

There are no quantifiable climate or environmental implications associated with this report.

12.0 Conclusion

Approval of the 2025 shared Social Services operating and capital budget is required prior to December 1, 2024 in accordance with the Shared Services Agreement between the City and the County. The net City share of this budget will be included in the city-wide budget to be prepared for the Estimates Committee on December 2, 2024.



Joelle Daniels

Commissioner of Corporate Services/City Treasurer

Prepared By:

Judy Moore, Director of Finance

Attachments (if applicable)

Appendix A – 2025 Shared Services Presentation

Appendix B – 2025 Shared Services Budget report 2024-522

Appendix C – Memo to Social Services Committee to update 2025 Shared Social Services Budget

Copy to:

County of Brant, Clerk

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no



2025 Budget Presentation:

Operating and Capital

City/County Cost Shared Social Services





2025 Operating Budgets

Children's Services & Early Years
Family & Income Stability
Housing
Homelessness





Cost Shared Social Services

Housing & Homelessness Services Department

- Housing Administration
- Housing Programs
- Housing Operations (city owned/operated buildings)
 - Local Housing Corporation
 - Affordable Housing & Market Rent Housing
- Housing Stability (Homelessness Prevention)
- Housing Initiatives and Development (Affordable Housing Development)

Community Strategies and Family Supports Department

- Licensed Child Care
- Canada Wide Early Learning (Avg \$10/day)
- EarlyON Child and Family Centres
- Indigenous Led Child Care and Early Learning
- Support for Special Needs Children
- Ontario Works Financial Assistance





2025 Initiatives

- CSEY: Continued implementation of the Canada Wide Early Learning and Child Care (Average \$10 / day)
- CSEY: Continued growth of licensed childcare spaces
- CSEY: Implementation of new provincial child care funding formula
- FIS: Implementation of best practices learned through Service Navigation pilot
- FIS: Continued implementation of Social Services Modernization Initiatives
- Housing: Continued development at 174 Trillium Way, commencing rehabilitation of 389 West Street (Fox Ridge); review and make recommendation on next affordable housing development
- Housing: ongoing enhancements to centralized waitlist management; continued program improvements
- Housing & Homelessness: review and recommend capital and operational needs for 389 West St
- Homelessness: HSW Pilot currently scheduled to end March 31 – undergoing program review for report-back and recommendations
- Homelessness: continuation of Encampment Network response and seeking enhanced partnerships





2025 Challenges

- Uncertainly regarding funding changes across all Ministries
- Increasing social assistance caseload and complexity of clients served:
 - 10% increase in the City between March 2023 to March 2024
 - 18% increase in the County between March 2023 to March 2024
 - 40% of adults applying for assistance do not have Gr 12; 80% have no post secondary
- Timelines and implementation of Ministry directives
- Expiration of various grants and funding streams
- Increasing number and complexity of households experiencing housing instability – increase in families experiencing homelessness
- Increasing costs including construction, repairs & maintenance, home ownership, and rental prices



Operating Budget Summary



2025 NET OPERATING BUDGET SUMMARY

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
FAMILY AND INCOME STABILITY	3,994,344	4,467,392	473,048	11.84%
HOUSING	12,394,255	13,211,475	817,220	6.59%
HOMELESSNESS SERVICES	949,952	1,076,289	126,337	13.30%
CHILDREN SERVICES & EARLY YEARS PROGRAMS	1,093,370	1,186,024	92,654	8.47%
NET COMBINED MUNICIPAL BUDGET	18,431,921	19,941,180	1,509,259	8.19%

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	13,326,279	14,397,532	1,071,253	8.04%
COUNTY	5,105,642	5,543,648	438,006	8.58%
	18,431,921	19,941,180	1,509,259	8.19%



2025 Capital Forecast

City / County Cost Shared Services



2025 Capital Projects Overview



	2025 Budget	3 rd Party Funding	Reserves
Housing Capital Repairs	\$3,973,829	\$1,585,418	\$2,388,411

Housing Capital Repair Projects in 2025:

- Roof replacements at Northland Gardens, Daleview Gardens, Heritage House/Lucy Marco Place, 170 Trillium Way (Paris), and Willow Street (Paris);
- Window and/or door replacements at Northland Gardens, 170 Trillium Way (Paris), Albion Towers, and Walkers Green (Paris); and
- minor capital repairs at various Local Housing Corporation buildings.

Mayors' Housing Partnership Task Force Affordable Housing Action Plan - Progress



Development Site	Units	Status
5 Marlene Ave	30	Completed 2020
18 Stirton Ave	4	Completed 2021
177 Colborne St. W.	26	Completed 2023
174 Trillium Way, Paris	49	Underway for completion in Q1 2025
Lucy Marco Place	41	Underway for completion in Q3 2024
389 West St. (Fox Ridge)	100 *	In Planning
	250	Total Units Completed or Underway (49%)
Final Site TBD	50	To commence in 2026
Final Site TBD	50	To commence in 2027
Final Site TBD	50	To commence in 2028
Final Site TBD	50	To commence in 2029
Final Site TBD	56	To commence in 2030
	256	Units Required (51%)
	506	Total Units



* Estimated



Future Capital Challenges / Goals



- Construction and labour costs continue to increase
- Grant funding from other levels of government is unpredictable with strict timelines for applications
- Building repairs and maintenance continue to increase with age of buildings
- Transfers to reserves in order to plan for future capital repairs need to be increased to offset the rising costs



Thank you





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Date September 4, 2024 **Report No.** 2024-522

To Chair and Members
Social Services Committee

From Brian Hutchings, Chief Administrative Officer

1.0 Type of Report

Consent Item

Item For Consideration

2.0 Topic 2025 Shared Social Services Budget [Financial Impact – \$19,941,180 Operating Budget, \$3,973,829 Capital Budget]

3.0 Recommendation

- A. THAT Report 2024-522 - 2024 Shared Services Budget BE RECEIVED; and
- B. THAT the 2025 draft operating and capital Shared Social Services budgets as contained in report 2024-522 BE APPROVED as follows:
 - i. Base budget totaling \$19,756,116, representing a 7.18% increase; and
 - ii. Addition of two full-time Community Initiatives Coordinators totaling \$185,064, representing an additional 1.01% increase; and
 - iii. Capital budget totaling \$3,973,829; and
- C. THAT the City Clerk BE DIRECTED to deliver a copy of this report and the Committee's recommendations to the County of Brant prior to October 1, 2024.

4.0 Executive Summary

As required under the Shared Services Agreement for Social Services, the Social Services Committee is required to approve a draft budget prior to the end of September. The 2025 draft base operating budget being proposed in this report represents a 7.18% increase over last year. An additional recommendation to add 2 Community Initiatives Coordinator positions would increase the operating budget to 8.19%. Also provided for Committee's approval is a draft 2025 capital budget totaling \$3,973,829.

5.0 Purpose and Overview

The purpose of this report is to present the draft 2025 Shared Services operating and capital budget to the Social Services Committee for approval.

6.0 Background

The City and the County entered into a Shared Services Agreement for Social Services in November 2021. This agreement outlines a budget approval process and timeline that ensures the Social Services Committee, County Council and City Council all have an opportunity to review, comment on, and ask questions about the proposed budget, before final approval by City Council.

Figure 1 below sets out the timeline for approval of the 2025 Social Services budget:

Figure 1 - Social Services Budget Timelines

Deadline	Deliverable
October 1, 2024	Social Services Committee is required to approve a draft budget prior to this date and deliver to both City and the County. If no recommended draft budget is provided, the prior year's budget is deemed to be the draft budget.
October 31, 2024	County Council is presented with the draft budget, and is required to either approve the budget in principle, or identify questions, comments or concerns. Notice of County Council's decision to be provided to the City by November 1. If no questions or comments are received, the County is deemed to have approved the draft budget.
November 30, 2024	Draft budget and notification of the County's position to be presented to City Council. City Council approves the final budget, inclusive of any amendments, giving consideration to the County position.
December 1, 2024	City approved budget to be delivered to the County for inclusion in their regular budget process.

7.0 Corporate Policy Context

City Council's 2023-2026 Strategic Theme 6 (b): invest in a long-term strategy and plan to manage the homelessness crisis, inclusive of the related issues of mental health and addiction issues and safety and security concerns.

County of Brant's 2019-2023 Strategic Priorities: "Healthy, safe, and engaged citizens".

[Brantford-Brant Housing Stability Plan \(2014-2024\)](#)

[Municipal Housing Master Plan \(2020-2030\)](#)

[Mayors' Housing Partnerships Task Force Affordable Housing Action Plan](#)

Building our Community from the Kids Up: A 10-Year Strategic Vision for Children's Services and Early Years.

8.0 Input From Other Sources

City of Brantford Finance Department

9.0 Analysis

The City of Brantford is the Consolidated Municipal Service Manager (CMSM) for Ontario Works, Housing and Homelessness Services, and Children's Services (Child Care and Early Years). These programs are jointly funded by the Province of Ontario, City of Brantford and County of Brant. The City fulfills the joint roles of Service System Manager (planning, oversight) and Service Delivery Partner (assessing recipient eligibility, direct delivery of programs and services).

As a Service Delivery partner, all provincial programs are delivered subject to provincial guidelines and governed by Accountability Agreements. As such, how services are delivered is influenced significantly by direction set by the Province. How services are delivered, monitored and evaluated and our performance is critical to maintaining provincial funding and credibility as a CMSM.

9.1 Family and Income Stability

The Family & Income Stability Division is responsible for the delivery of services to provide financial assistance, stability supports and navigation services that assist residents of the City of Brantford and County of Brant, through the provincially legislated Ontario Works social assistance program. The goal is to help individuals and families meet basic financial needs, accurately assess the client's needs and connect them with community partners to support a successful referral to Employment Ontario services.

The Ministry of Children, Community and Social Services (MCCSS) and the City of Brantford and the County of Brant share administration costs with municipal contributions governed by the 2021 Shared Services Agreement.

Provincial funding for the Ontario Works Program, known as Program Delivery Funding or PDF for all municipalities in Ontario has been frozen at the level of 2018 actual expenditures since 2019.

This results in pressures associated with such expenditures as

- costs to service caseloads (which are increasing in both absolute numbers and complexity),
- labour costs such as collective agreement wage and benefit increases, and

-
- mitigating the transfer of funding to the new Employment Ontario System Service Managers

falling to municipalities to bear. The Family and Income Stability division has been diligent in identifying offsetting efficiencies in consecutive budgets. Most recently, a potential municipal pressure due to a reduction in Ministry Time Limited Funding from 2024 to 2025 was offset through efficiencies found in a reorganization within the division.

As referenced in reports [Ontario Works Quarterly Update Q4 2022-60](#) and [Ontario Works Quarterly Update Q1 2022-339](#) the Ontario Works program is undergoing a provincially mandated transformation (“Social Assistance Renewal”). The City of Brantford is currently an early adopter site for Employment Services Transformation (EST) and Centralized Intake (CI). Previous reports have informed the Social Services Committee and Council of these prototype/pilot projects. These projects have yet to demonstrate appreciable workload reduction or administrative efficiencies.

In 2024, the FIS Division undertook a Service Navigation Pilot Program with a goal of creating faster, more successful referrals to employment services and other needed supports. The pilot is being evaluated by Wilfrid Laurier University and results will be shared with both Social Service Committee and the Province of Ontario after its completion in December 2024 with full results available in Q1 2025.

While program outcomes are not currently available, preliminary data demonstrates a significant increase in client contact and referrals, with anecdotal feedback suggesting that there has been increased connections with employment services and the job market. This best practices from this pilot will inform a working model in 2025 with goals to (1) improve client service delivery (2) better meet Ministry service targets, and (3) align staffing resources to the work with resulting efficiencies.

Additionally, 2025 provincial funding allocations for Family and Income Supports are unknown to date. Staff expect further information in late fall and any significant municipal budget impacts will be reported to the Social Service Committee once known.

The 2025 budget increase of \$473,048 is driven by (a) contractual wage and benefit increases and (b) increased IT and administrative overhead costs.

These pressures have been partially offset by efficiencies gained largely through accommodation savings resulting from relocation to 225 Colborne Street. As noted above, because Ministry funding is frozen at 2018 levels, unavoidable increased costs are borne entirely by the municipalities.

9.2 Children's Services & Early Years Programs

The CMSM is responsible and accountable for managing a coordinated and responsive child care and early years system in the City of Brantford and County of Brant in accordance with Section 56 of the Child Care and Early Years Act.

In February 2022, Council approved a 10-year strategic vision, *Building Our Community from the Kids Up* that outlines goals and actions for the enhancement of children's programs in the City and County ([Report 2022-20, Building Our Community from the Kids Up](#)).

As noted in [Report 2024-63 Building Our Community from the Kids Up 2024 Update](#), significant milestones within this vision are underway, including: the development and implementation of an Inclusion and Access Pathway for Early Learning and Child Care; an anticipated fall launch of "The Messiness of Parenting" an early years podcast; and increased wages for Early Childhood Educators.

The City also continues to partner with Community Living Brant and Child and Family Services for EarlyON programs and with Six Nations of the Grand River for inclusive programming at both the Family Gatherings drop-in site (Harmony Square), and the delivery of Indigenous-led programming at all EarlyON locations.

In addition to these local program enhancements, staff continue to work closely with the Ministry of Education and local child care providers to implement the Canada Wide Early Learning and Child Care Plan (CWELCC). The intent of the CWELCC is to achieve average child care fees of \$10 per day by March 31, 2026 and to increase the number of licensed 0-5 spaces by 985 in the City of Brantford and the County of Brant. As of December 31, 2023, 66 new spaces were opened and 232 were approved to open in 2024.

As noted in [Report 2024-54 Child Care Funding Update](#), the Ministry of Education announced a reduction in administrative funding for municipal children's services. Originally announced in April 2019, the implementation was delayed through annual one-time transition funding for the years of 2021, 2022,

and 2023. Since 2019, staff have reduced administrative costs through a series of continuous improvement projects (i.e. use of technology and elimination of paper documents), staffing realignments, and strategic use of the One-Time Transitional Funding grants, resulting in no municipal budget impact in 2024.

In August of 2024, the Ministry of Education provided information indicating a \$39,446,907 2025 provincial allocation to support child care and the implementation of CWELCC, which includes the lowering of child care fees and the growth of child care spaces. Allocations related to EarlyON and Indigenous programs are unknown at this time.

The increase in the CSEY budget is largely offset in 2025 through utilization of unconditional provincial funding deferred from prior years. (See Report 2019-313).

The 2025 budget projects a \$92,654 increase driven by (a) contractual wage and benefit increases, (b) increased IT and administrative overhead costs , and (c) provincial funding reductions.

9.3 Housing and Homelessness Services

In 2001, the Province began transferring responsibility for delivery of community housing programs and their administration to 47 local Service Managers¹ across Ontario. This transfer of programs and responsibility was enacted through the *Social Housing Reform Act, 2000*, which has since been replaced by the *Housing Services Act, 2011* (HSA).

Through this legislation, the City of Brantford, as Service Manager for Housing and Homelessness Services in the City of Brantford and the County of Brant, is responsible for the delivery of housing and homelessness-related services in collaboration with many frontline service delivery organizations.

Service Managers are responsible for establishing policies that create an environment that promotes affordable housing development; setting the local vision for housing through local Housing and Homelessness Plans; contributing to and coordinating housing funding; developing and administering housing and homelessness programs; managing social housing portfolios; and, reporting on progress in addressing needs/producing outcomes.

Additional responsibilities of the City of Brantford as the Service Manager includes maintaining at least 1,645 Rent Geared to Income (RGI) units² and maintaining a centralized waiting list for applicant households in need of RGI housing subsidy.

All Service Managers are experiencing an annual funding decline from the Canada-Ontario Social Housing Agreement. The Social Housing Agreement funding to be received by Service Managers is published in the [Ontario Gazette](#). Projected allocations published for the City of Brantford are shown in Figure 2 below and are projecting a full reduction by 2030. Published allocations are an estimate and actual net payments are adjusted and paid in accordance with the *Housing Services Act, 2011* and Section 43 of the *Financial Administration Act*.

¹ Service Managers include Consolidated Municipal Service Managers, which may be regional governments, counties or separated cities, and District Social Services Administration Boards, which are boards established in each of the 10 districts in Northern Ontario.

² These are the minimum Service Level Standards (SLS) as set out by the HSA. The City of Brantford has consistently maintained more than the minimum SLS.

Figure 2 - Projected Amount of Federal Funding for 2021-2030

Year	Allocation	Change from Previous Year
2021	\$ 1,546,715	
2022	\$ 1,643,341	\$ 96,626
2023	\$ 1,627,729	\$ (15,612)
2024	\$ 916,048	\$ (711,681)
2025	\$ 515,551	\$ (400,497)
2026	\$ 426,328	\$ (89,223)
2027	\$ 291,836	\$ (134,492)
2028	\$ 40,862	\$ (250,974)
2029	\$ 1,658	\$ (39,204)
2030	\$ -	\$ (1,658)

Annual reductions are based on housing providers within the Service Manager area reaching End of Mortgage / End of Operating and with the onus on Service Managers and housing providers to negotiate and enter into new Service Agreements in order to preserve community housing (see report 2023-116 *Service Agreement Framework for Community Housing Providers*).

Service Managers are required to utilize grant funding issued under the [National Housing Strategy](#) to offset the ongoing annual funding decline from the Canada-Ontario Social Housing Agreement (see report 2024-423 *2024-25 COCHI and OPHI Investment Plan*). Housing stability (homelessness) services are primarily funded through Reaching Home Federal funding, Homelessness Prevention Program provincial funding along with City and County Contributions (see report 2024-228 [Financial Funding Sources for Housing Stability \(Homelessness\) Programs](#)).

There has been a reduction in Reaching Home federal grant funding of \$50,680 in FY 2024-25, and there is currently a \$741,187 reduction in funding beginning in FY 2026-27.

On April 12, 2024, the federal government announced additional Reaching Home Federal funding by way of [Solving the Housing Crisis: Canada's Housing Plan](#). The federal government is proposing an additional \$1 billion over four years to Reaching Home Community Entities across Canada to introduce more supports to address homelessness, as well as proposing to invest an additional \$250 million, with an intended cost-matching by provinces and territories, for a total of \$500 million to address encampments and unsheltered homelessness.

Funding allocations to Community Entities and program guidelines remain unknown as of the drafting of this report.

The Homelessness Prevention Program (HPP) is a provincial funding stream designed to support Ontarians that are homeless or are at risk of experiencing homelessness to obtain and/or retain housing and support services. The HPP was launched April 1, 2022 and consolidated three previous funding programs:

- Community Homelessness Prevention Initiative (CHPI);
- Strong Communities Rent Supplement Program (SCRSP); and
- Home for Good Program (HFG).

Homelessness Prevention Program provincial grant funding has not increased based on inflation despite growing costs to maintain current service levels and an increase in local need for homelessness and housing services. Allocations to Service Managers have been set by the province until FY 2026-27. The province update the funding model for HPP in FY 2023-24 and the allocation amount for the City of Brantford is \$7,019,400 from FY 2023-24 until FY 2026-27 (see report 2024-150 *Homelessness Prevention Program*).

The majority of HPP funding is used to support core homelessness services including the emergency sheltering system (intake, emergency shelters, motels, and, system oversight), the Housing Resource Centre, Housing Stability Fund, community homelessness programs and staffing positions that ensure that the system runs effectively, efficiently, and with a continuous quality improvement approach.

The 2025 combined Housing and Homelessness budget projects an increase of \$758,493 driven by (a) contractual wage and benefit increases, (b) increased IT and administrative overhead, and (c) net impact of contracted emergency intake line.

The request for 2 FTE Community Initiatives Coordinator positions that were directed to the budget process by way of Report 2024-127 [*The City of Brantford Encampment Network \(COBEN\) Housing-Bylaw Pilot Program Evaluation*](#) would add an additional \$185,064.

9.4 Shared Services Operating Budget Summary

The communities of Brant and Brantford are rapidly growing both in population and demographics and with that increase comes a need for increased demand for services. Along with the growth, the communities are facing an increase in housing instability and homelessness, and increased need for mental health and addictions services. The complexity of those served is evident.

Provincial mandates, accountability agreements, changes in budget formulas and strategic changes continue to impact the services and how they are provided.

Inflationary pressures are impacting both the operating and capital budgets for Social Services, and Federal and Provincial funding is not keeping pace with the cost of providing these services. The combined 2025 operating budget impact on the services described in Sections 9.1-9.3 of this report represents a 7.18% increase over last year. As noted, a request for two additional full-time Community Initiative Coordinators was also directed to this Committee for consideration, and would increase the budget to 8.19%. Figure 3 below provides a summary of the total municipal cost shared budget for 2025. Business unit budgets by department are included in Appendix A.

Figure 3 - 2025 Operating Budget

Department	2024 Budget	2025 Proposed Budget	% Change
Family and Income Stability	3,994,344	4,467,392	11.84%
Housing	12,394,255	13,211,475	6.59%
Homelessness	949,952	891,225	-6.18%
Children's Services & Early Year's Programs	1,093,370	1,186,024	8.47%
Net Levy Prior to Additional Investments	18,431,921	19,756,116	7.18%
Strategic Budget Investment - 2 Community Initiative Coordinators		185,064	
Total Net Levy Include Additional Investments	18,431,921	19,941,180	8.19%

Figure 4 provides a summary of the drivers impacting the draft budget.

Figure 4 - Summary of Budget Drivers

Category	Budget Adjustment	% Incr/ (Decr)
Base Wages and Benefits	674,006	3.66%
Base Federal/Provincial Funding changes:		
Reduced net Provincial funding reduction for Children's services	144,000	
Reduced Federal funding for Social Housing per Ontario Gazette	313,990	
Reduced Provincial Funding for Family and Income Stability	243,227	1.57%
Reduced Reaching Home Administrative funding	38,197	
Increased COCHI funding for operating budget	(450,000)	
One Time carryover of child care provincial grant funding	(312,328)	-1.69%
Administrative and technology overhead	210,244	1.14%
LHC/Affordable Housing - Existing Properties		
Rental and Other Revenue Increases	(114,903)	
Increased Capital Reserve Transfer	159,249	1.96%
Property costs including taxes, repairs and maintenance, utilites, insurance	317,125	
Net revenue from New Affordable Housing Units at Lucy Marco and Trillium Way	(367,438)	-1.99%
Net Cost for Emergency Intake Line after HPP allocation	518,666	2.81%
Accommodation Savings	(47,057)	-0.26%
Other efficiencies and reductions	(2,783)	-0.02%
Subtotal	1,324,195	7.18%
Plus: Budget Investment of two full-time Community Initiative Coordinators	185,064	1.01%
Total Net Budget Increase	1,509,259	8.19%

9.5 Capital Budget

In late 2023, the City entered into a contribution agreement with Canada Mortgage and Housing Corporation to receive up to \$6 million under the National Housing Co-Investment Fund for eligible renovation, repair and renewal projects completed between 2023-2026. The 2025 capital budget includes a number of renewal projects made possible through this funding.

The 2025 shared services capital budget totals \$3,973,829. Major projects comprising the 2025 capital budget include the following:

- Roof replacements at Northland Gardens, Daleview Gardens, Lucy Marco Place and Heritage House, Trillium Way and Willow St. Paris
- Window and/or door replacements at Northland Gardens, Trillium Way, Albion Towers, and Walkers Green

- Various minor capital upgrades at various LHC properties

Capital project detail sheets can be found in Appendix B. Figure 5 provides a list of projects included in the 2025 capital budget. Funding for these projects is provided from both CMHC grants and joint City/County reserves held by the City.

Figure 5 - 2025 Capital Budget

PROJECT ID and PROJECT Name	Prior Approved	2025 - 2025 Forecast Cost	FUNDING SOURCES	
			3rd Party	Joint Reserves Held by City
Housing Capital Repairs	83,650	3,973,829	1,585,418	2,388,411
001246 Northland Gardens - Roofing Replacement	-	975,000	685,769	289,231
001017 Daleview Gardens Roof Replacement	10,000	635,000	190,500	444,500
001702 Lucy Marco Place & Heritage House - Roof Replacement	-	624,000	187,200	436,800
000743 Northland Gardens - Windows & Doors & Entry-ways	32,200	485,000	145,500	339,500
002030 Trillium Way - Roof	-	325,000	97,500	227,500
002205 Trillium Way - Balcony Doors and Windows	15,000	225,000	67,500	157,500
002033 Albion Towers - Balcony Doors	13,000	130,000	39,000	91,000
001640 LHC - Exterior Walls	5,950	111,079	33,324	77,755
001234 Albion Towers - Hallway Flooring	-	110,250	33,075	77,175
001637 LHC Properties - Kitchen Renovations	-	100,000	30,000	70,000
000742 Lorne Towers - Paint Balcony Walls	-	94,000	28,200	65,800
001233 Willow St. (Paris) - Roofing	-	84,500	25,350	59,150
002204 Walkers Green - Balcony Doors	7,500	75,000	22,500	52,500
Grand Total	83,650	3,973,829	1,585,418	2,388,411

The Brantford-Brant Municipal Housing Master Plan (BBMHMP) established a housing development target of 843 affordable housing units by 2030. Of this total figure, 506 units were identified as municipally-developed and 337 units were projected to be developed by non-profit organizations.

Since 2020, sixty (60) units have reached construction completion and attained occupancy. There are currently 250 municipal housing developments completed or in progress which is 49% towards the municipal housing development goals set by the BBMHMP.

Since 2020, the per unit cost has also increased by 107%. Construction of the units at 5 Marlene Ave., Brantford was at \$174,427 per unit. Estimated cost per

unit is now projected to be \$361,429. The average percentage of development costs covered by federal and/or provincial grant funding for development projects since 2020 is 12%.

Since the inception of the Brantford-Brant Municipal Housing Master Plan, and the approval of the Mayors' Housing Task Force, Affordable Housing Action Plan, the original financial plan to fund housing development has had to be revised annually. Factors placing additional pressures on municipal contributions include the removal of Housing as an eligible service for the collection of Development Charges (\$42,000,000), continuous increase of construction costs, and the reduction in grant funding received from other levels of government.

Figure 6 - Housing Developments Completed and Underway (2020-2030)

Development Site	Units	Status
5 Marlene Ave	30	Completed 2020
18 Stirton Ave	4	Completed 2021
177 Colborne St. W.	26	Completed 2023
174 Trillium Way, Paris	49	In Progress
Lucy Marco Place	41	In Progress
389 West St. (Fox Ridge)	100 ³	In Planning
	250	Units Completed or In Progress (49%)
Final Site TBD - City	50	To commence in 2026
Final Site TBD - County	50	To commence in 2027
Final Site TBD - City	50	To commence in 2028
Final Site TBD - County	50	To commence in 2029
Final Site TBD – City	26	To commence in 2030
	226	Units Required (51%)
	506	Total Units

10.0 Financial Implications

The 2025 draft operating budget represents a 7.18% base increase over the previous year. Additional investments being requested would increase the overall budget increase to 8.19%. The budget is apportioned between the City and the

³ Current estimated number of units that will be developed over time using a phased approach. Housing to be developed will include temporary and permanent housing options.

County on the basis of population. The population share has shifted slightly to be 72.2% City and 27.8% County (vs. 72.3% City and 27.7% County last year).

Figure 7 below summarizes the total municipal contribution to the 2025 draft operating budget.

Figure 7 - Municipal Contribution Summary

	2024 Budget	2025 Proposed Budget	\$ Variance	% Variance	2025 Budget with 2 CIC Positions	% Variance
City	13,326,279	14,263,916	937,637	7.04%	14,397,532	8.04%
County	5,105,642	5,492,200	386,558	7.57%	5,543,648	8.58%
Total	18,431,921	19,756,116	1,324,195	7.18%	19,941,180	8.19%

The 2025 proposed capital budget is focused on state-of-good repair, and is proposed to be funded from a combination of CMHC grants and City/County reserves (held by City). Figure 8 below summarizes the funding sources that are proposed to be utilized towards the 2025 capital budget.

Figure 8 - Capital Funding Sources

	2025 Capital Budget
CMHC Grant Funding	1,585,418
City/County Reserves	2,388,411
Total Capital Funding	3,973,829

No additional funding from the City or County is needed to fund the proposed capital budget for 2025.

11.0 Climate and Environmental Implications

Climate and/or environmental impacts will be addressed through each specific project and development with the goal to align with the City's climate goals to reduce Greenhouse gas (GHG) emissions from electricity and natural gas use.

12.0 Conclusion

The budget has been prepared based on current operational service levels with growth in affordable housing development considering social, provincial and economic impacts and to support the strategic priorities set forth by the City of Brantford and County of Brant Councils. These impacts and opportunities result in a 7.18% base operating increase over last year, with a request for two additional positions that would put the overall operating budget increase at

8.19%. The proposed capital budget for 2025 is \$3,973,829 and is fully funded from grants and existing reserves.



Brian Hutchings, CAO

Prepared By:

Michelle Connor, Director, Community Strategies and Family Supports
Mary Musson, Senior Director, Community Services and Social Development
Joelle Daniels, City Treasurer

Attachments:

Appendix A: CSSD Operating Cost Shared Financial Summaries

Appendix B: 2025 Shared Services Capital Budget

Copy to:

County of Brant, Clerk

In adopting this report, is a by-law or agreement required? If so, it should be referenced in the recommendation section.

By-law required yes no

Agreement(s) or other documents to be signed by Mayor and/or City Clerk yes no

Is the necessary by-law or agreement being sent concurrently to Council? yes no



2025 NET OPERATING BUDGET SUMMARY

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
FAMILY AND INCOME STABILITY	3,994,344	4,467,392	473,048	11.84%
HOUSING	12,394,255	13,211,475	817,220	6.59%
HOMELESSNESS SERVICES	949,952	1,076,289	126,337	13.30%
CHILDREN SERVICES & EARLY YEARS PROGRAMS	1,093,370	1,186,024	92,654	8.47%
NET COMBINED MUNICIPAL BUDGET	18,431,921	19,941,180	1,509,259	8.19%

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	13,326,279	14,397,532	1,071,253	8.04%
COUNTY	5,105,642	5,543,648	438,006	8.58%
	18,431,921	19,941,180	1,509,259	8.19%



2025 Business Unit Financial Summary

FAMILY AND INCOME STABILITY

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
FAMILY AND INCOME STABILITY				
133100 - ONTARIO WORKS ADMIN	3,894,344	4,367,392	473,048	12.15 %
133220 - 100% PROVINCIAL ASSISTANCE	-	-	-	-
133221 - ONTARIO WORKS ASSISTANCE	-	-	-	-
133222 - DISCRETIONARY ASSISTANCE	-	-	-	-
133250 - ASSISTANCE-100% MUNICIPAL	100,000	100,000	-	-
133402 - OW PRIOR PERIOD ADJUSTMENTS	-	-	-	-
Net (Revenues)/Expenses	3,994,344	4,467,392	473,048	11.84%

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	2,887,911	3,225,457	337,546	11.69%
COUNTY	1,106,433	1,241,935	135,502	12.25%
	3,994,344	4,467,392	473,048	11.84%



2025 Business Unit Financial Summary

HOUSING

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
134100 - HOUSING ADMINISTRATION	1,930,612	2,154,012	223,400	11.57 %
134115 - BHOMES PROGRAM	-	-	-	-
134119 - IAH RENOVATE REVOLVING	-	-	-	-
134120 - IAH ADMIN FUNDING YR 1-4	-	-	-	-
134125 - IAH RENT SUPPLEMENT YR 3 13/14	-	-	-	-
134128 - IAH RENT SUPPLEMENT YR 4 14/15	-	-	-	-
134130 - IAH RENT SUPP EXT 14/15	-	-	-	-
134141 - IAH HOUSING ALLOW-DIRECT	-	-	-	-
134151 - COCHI	-	-	-	-
134152 - OPHI	-	-	-	-
134203 - HOMES FOR GOOD	-	-	-	-
134271 - AFFORDABLE HOUSING CITY/COUNTY	-	-	-	-
134303 - RENT SUPPLEMENT: STRONG COMMUNITIES	124,695	391,111	266,416	213.65 %
134320 - COMMERCIAL RENT SUPPLEMENT - FEDERAL	952,024	989,961	37,937	3.98 %
134322 - LOCAL PORTABLE HOUSING BENEFIT	140,400	140,400	-	-
134323 - CANADA ONTARIO HOUSING BENEFIT	-	-	-	-
134324 - TRAP RENT SUPPLEMENT	-	-	-	-
134350 - NON-PROFIT HOUSING - FEDERAL	5,887,597	6,158,604	271,007	4.6 %
134600 - HOUSING OPERATIONS ADMIN	1,448,593	1,562,067	113,474	7.83 %
134614 - LOCAL HOUSING PROPERTIES	2,099,546	2,377,602	278,056	13.24 %
134640 - AFFORDABLE HOUSING PROPERTIES	(189,212)	(562,282)	(373,070)	197.17 %
Net (Revenues)/Expenses	12,394,255	13,211,475	817,220	6.59 %

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	8,961,046	9,538,685	577,639	6.45%
COUNTY	3,433,209	3,672,790	239,581	6.98%
	12,394,255	13,211,475	817,220	6.59%



2025 Business Unit Financial Summary

HOMELESSNESS SERVICES

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
133450 - REACHING HOME	-	-	-	-
134521 - COMM HOMELESSNESS PREVENTION	568,758	609,389	40,631	7.14 %
134522 - HOMELESSNESS ADMINISTRATION	381,194	466,900	85,706	22.48 %
Net (Revenues)/Expenses	949,952	1,076,289	126,337	13.3 %

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	686,815	777,081	90,265	13.14%
COUNTY	263,137	299,208	36,072	13.71%
	949,952	1,076,289	126,337	13.30%



2025 Business Unit Financial Summary

CHILDREN SERVICES & EARLY YEARS PROGRAMS

	2024 Budget	2025 Budget	2024/2025 Variance	Percentage Variance
135100 - CHILD CARE ADMINISTRATION	159,709	252,363	92,654	58.01 %
135150 - EMERGENCY CHILD CARE	-	-	-	-
135155 - CWELCC: ADMINISTRATION	-	-	-	-
135156 - CWELCC: WORKFORCE	-	-	-	-
135157 - CWELCC: FEE REDUCTION	-	-	-	-
135202 - FEE SUBSIDY	490,101	490,101	-	-
135220 - ONTARIO WORKS CHILDCARE	-	-	-	-
135260 - ELCC - FEDERAL	-	-	-	-
135315 - BASE FUNDING - LICENSED HCC	-	-	-	-
135317 - REINVESTMENT FUNDING	-	-	-	-
135320 - CC GENERAL OPERATING	326,734	326,734	-	-
135326 - WAGE ENHANCEMENT GRANT	-	-	-	-
135340 - CHILDCARE PAY EQUITY	-	-	-	-
135400 - SPECIAL NEEDS RESOURCING	-	-	-	-
135401 - TRANSFORMATION	-	-	-	-
135402 - CAPACITY	-	-	-	-
135403 - SMALL WATER WORKS	-	-	-	-
135404 - REPAIRS & MAINTENANCE	-	-	-	-
135405 - MINOR CAPITAL / TOYS & EQUIPMENT	-	-	-	-
135406 - CCEY WORKFORCE - FEDERAL	-	-	-	-
135480 - DATA ANALYSIS COORDINATOR /DAC	-	-	-	-
135502 - EARLY ON CENTRES	116,826	116,826	-	-
135515 - JOURNEY TOGETHER	-	-	-	-
135550 - CHILD CARE ADMIN CHARGES	-	-	-	-
135551 - CHILD CARE PRIOR PERIOD ADJ	-	-	-	-
Net (Revenues)/Expenses	1,093,370	1,186,024	92,654	8.47 %

	2024 Budget	2025 Budget Population (72.2%/27.8%)	2024/2025 Variance	Percentage Variance
CITY	790,507	856,309	65,802	8.32%
COUNTY	302,863	329,715	26,852	8.87%
	1,093,370	1,186,024	92,654	8.47%

2025 Shared Services Capital Budget

PROJECT ID and PROJECT Name	Prior Approved	2025	FUNDING SOURCES	
			3rd Party	Tax Reserves
Non-Growth	83,650	3,973,829	1,585,418	2,388,411
COMMUNITY SERVICES AND SOCIAL DEVELOPMENT [130]	83,650	3,973,829	1,585,418	2,388,411
Housing Capital Repairs	83,650	3,973,829	1,585,418	2,388,411
001246 Northland Gardens - Roofing Replacement	-	975,000	685,769	289,231
001017 Daleview Gardens Roof Replacement	10,000	635,000	190,500	444,500
001702 Lucy Marco Place & Heritage House - Roof Replacement	-	624,000	187,200	436,800
000743 Northland Gardens - Windows & Doors & Entry-ways	32,200	485,000	145,500	339,500
002030 Trillium Way - Roof	-	325,000	97,500	227,500
002205 Trillium Way - Balcony Doors and Windows	15,000	225,000	67,500	157,500
002033 Albion Towers - Balcony Doors	13,000	130,000	39,000	91,000
001640 LHC - Exterior Walls	5,950	111,079	33,324	77,755
001234 Albion Towers - Hallway Flooring	-	110,250	33,075	77,175
001637 LHC Properties - Kitchen Renovations	-	100,000	30,000	70,000
000742 Lorne Towers - Paint Balcony Walls	-	94,000	28,200	65,800
001233 Willow St. (Paris) - Roofing	-	84,500	25,350	59,150
002204 Walkers Green - Balcony Doors	7,500	75,000	22,500	52,500
Grand Total	83,650	3,973,829	1,585,418	2,388,411



Capital Project Detail Sheet

Project Name: Northland Gardens - Roofing Replacement

Project ID: 001246 **Ward:** 3 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Roof Restoration: Per the 2021 BCA performed by JLL, roof is at end of life and recommends replacement. Roof scope includes, but not limited to, roof finishes and associated weather protections assemblies including, metal flashings, scuppers, and downspouts. High-performance roof membrane to be installed on all roof surfaces.

2025 - Third Part Funding \$393,269 - OPHI

Project Finances:

Current Year Cost: \$975,000 **Total Cost:** \$975,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	950,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	271,731	-	-	-	-	-	-	-	-	-
TPC - THIRD PARTY CONTRIBUTION	-	393,269	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	285,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	-	25,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	17,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	7,500	-	-	-	-	-	-	-	-	-
Total:	-	975,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Daleview Gardens Roof Replacement

Project ID: 001017 **Ward:** 4

Commission: 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT

Activity Type: Project

Program Area: Housing Capital Repairs

Department: 210 - HOUSING AND HOMELESSNESS SERVICES

SOGR or Growth: Non-Growth

Description: Roof Restoration: Per the 2021 BCA performed by JLL, the townhouse roofs construction is in fair condition and recommends replacement. Roof scope includes, but not limited to, roof finishes and associated weather protections assemblies including, metal flashings, scuppers, and downspouts. High-performance roof membrane to be installed on all roof surfaces.

Project Finances:

Current Year Cost: \$635,000 **Total Cost:** \$645,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	600,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	420,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	180,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	10,000	35,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	10,000	24,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	10,500	-	-	-	-	-	-	-	-	-
Total:	10,000	635,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Lucy Marco Place & Heritage House - Roof Replacement

Project ID: 001702 **Ward:** 5

Commission: 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT

Activity Type: Project

Program Area: Housing Capital Repairs

Department: 210 - HOUSING AND HOMELESSNESS SERVICES

SOGR or Growth: Non-Growth

Description: Roof Restoration: Per the 2021 BCA performed by JLL, flat roof is at end of life and recommends replacement. Roof scope includes, but not limited to, roof finishes and associated weather protections assemblies including, metal flashings, scuppers, and cap flashing. High-performance roof membrane and insulation to be installed on all roof surfaces.

Project Finances:

Current Year Cost: \$624,000 **Total Cost:** \$624,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	600,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	420,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	180,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	-	24,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	16,800	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	7,200	-	-	-	-	-	-	-	-	-
Total:	-	624,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Northland Gardens - Windows & Doors & Entry-ways

Project ID: 000743 **Ward:** 3 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Fenestration & Opening Upgrades: Per the 2021 BCA performed by JLL, it is recommended to replace the windows, balcony doors and entry doors that are at the end of their useful life. All materials to meet or exceed current OBC thermal performance requirements and provide the same operable performance as existing. Window scope to include, but not limited to removal of existing windows; preparation and restoration of window opening facade membranes; installation of new, high-efficiency window units; and continuous weather sealant, both sides, of all window units. Door scope to include, but not limited to, preparation and restoration of door opening facade membranes; installation of new, high-efficiency door units; and continuous weather sealant, both sides, of all door units. Existing storm doors not be replaced and instead an operable window to be specified for replacement entry doors.

Project Finances:

Current Year Cost: \$485,000 **Total Cost:** \$517,200

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	485,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	339,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	145,500	-	-	-	-	-	-	-	-	-
Design/Pre Eng	32,200	-	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	32,200	-	-	-	-	-	-	-	-	-	-
Total:	32,200	485,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Trillium Way - Roof

Project ID: 002030 **Ward:** County **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Roof Restoration: Per the 2021 BCA performed by JLL, flat roof, shaft roof and canopy roof are at end of life and recommends replacement. Roof scope includes, but not limited to, roof finishes and associated weather protections assemblies including, metal flashings, scuppers, and cap flashing. Existing solar system to be removed for roof repairs and assessment to be conducted to determine if existing solar panel array is suitable for re-installation or replacement. High-performance roof membrane and insulation to be installed on all roof surfaces.

Project Finances:

Current Year Cost:	\$325,000	Total Cost:	\$325,000
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Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	300,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	210,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	90,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	-	25,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	17,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	7,500	-	-	-	-	-	-	-	-	-
Total:	-	325,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Trillium Way - Balcony Doors and Windows

Project ID: 002205 **Ward:** County **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Fenestration & Opening Upgrades: Per the 2021 BCA performed by JLL, balcony doors are at the end of their useful life and recommends replacement. Door scope to include, but not limited to, preparation and restoration of door opening facade membranes; installation of new, high-efficiency door units; and continuous weather sealant, both sides, of all door units.

Project Finances:

Current Year Cost: \$225,000 **Total Cost:** \$525,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	225,000	285,000	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	157,500	199,500	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	67,500	85,500	-	-	-	-	-	-	-	-
Design/Pre Eng	15,000	-	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	15,000	-	-	-	-	-	-	-	-	-	-
Total:	15,000	225,000	285,000	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Albion Towers - Balcony Doors

Project ID: 002033 **Ward:** 1 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Fenestration & Opening Upgrades: Per the 2021 BCA performed by JLL, it is recommended to replace the balcony doors are at the end of their useful life. Door scope to include, but not limited to, preparation and restoration of door opening facade membranes; installation of new, high-efficiency door units; and continuous weather sealant, both sides, of all door units.

Project Finances:

Current Year Cost: \$130,000 **Total Cost:** \$143,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	130,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	91,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	39,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	13,000	-	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	13,000	-	-	-	-	-	-	-	-	-	-
Total:	13,000	130,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: LHC - Exterior Walls

Project ID: 001640 **Ward:** 1 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Façade Restoration: Budget established for the restoration of existing siding & veneer finishes for properties in the LHC portfolio. Scope may include, but not limited to, removal and replacement of existing façade finishes, restoration of air/vapour membranes, flashing, and exterior insulation. High-performance & energy efficient facade systems to replace any existing facade materials.

Project Finances:

Current Year Cost: \$111,079 **Total Cost:** \$117,029

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	101,079	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	70,755	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	30,324	-	-	-	-	-	-	-	-	-
Design/Pre Eng	5,950	10,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	5,950	7,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	3,000	-	-	-	-	-	-	-	-	-
Total:	5,950	111,079	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Albion Towers - Hallway Flooring

Project ID: 001234 **Ward:** 2 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Interior Restoration: Internal common area renovations and improvements are required to ensure continued operation and safety. Scope includes, but not limited to, removal existing surface finishes; existing floor surface preparation; baseboard trim preparation and repair; and installation of new high-traffic LVT flooring.

Project Finances:

Current Year Cost: \$110,250 **Total Cost:** \$110,250

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	110,250	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	77,175	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	33,075	-	-	-	-	-	-	-	-	-
Total:	-	110,250	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: LHC Properties - Kitchen Renovations

Project ID: 001637 **Ward:** 1, 2, 3, 4, 5, County **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Program

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Kitchen Millwork Renewal: As recommended in the Building Condition Audit kitchen millwork require replacement. Scope of work includes, but not limited to new kitchen millwork; new cabinet doors, doors; countertop; plumbing fixtures & hardware; backsplash refinishing; wall refinishing and paint; floor repair and replacement and electrical fixtures including hood fans, switches and outlets. It is recommended kitchen renovations be completed on move-out and as required basis for various LHC Properties.

Project Finances:

Current Year Cost: \$100,000 **Total Cost:** \$100,000

Phase / Reserve Account	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	70,000	70,000	70,000	100,000	100,000	100,000	100,000	100,000	100,000	-
580 - CMHC GRANT	30,000	30,000	30,000	-	-	-	-	-	-	-
Total:	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-



Capital Project Detail Sheet

Project Name: Lorne Towers - Paint Balcony Walls

Project ID: 000742 **Ward:** 1 **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Balcony Finish Repairs: As recommended in the Building Condition Audit performed by Morrison Hershfield and undertaken in 2013. Repairs to ensure extended service life, protect and seal existing exterior substrates and maintain appearance. Scope includes, but not limited to, preparation of existing balcony & adjoining surfaces for paint concrete elements. Other facade surfaces to be included to maintain a consistent level of service life & appearance.

Project Finances:

Current Year Cost: \$94,000 **Total Cost:** \$94,000

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	89,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	62,300	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	26,700	-	-	-	-	-	-	-	-	-
Design/Pre Eng	-	5,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	3,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	1,500	-	-	-	-	-	-	-	-	-
Total:	-	94,000	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Willow St. (Paris) - Roofing

Project ID: 001233 **Ward:** County **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Roof Restoration: Records indicated the singled roof of a 6 unit community row housing Paris will require replacement. Roof scope includes, but not limited to, roof finishes and associated weather protections assemblies including, metal flashings, scuppers, and downspouts. High-performance roof membrane to be installed on all roof surfaces.

Project Finances:

Current Year Cost: \$84,500 **Total Cost:** \$84,500

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	80,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	56,000	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	24,000	-	-	-	-	-	-	-	-	-
Design/Pre Eng	-	4,500	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	3,150	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	1,350	-	-	-	-	-	-	-	-	-
Total:	-	84,500	-	-	-	-	-	-	-	-	-



Capital Project Detail Sheet

Project Name: Walkers Green - Balcony Doors

Project ID: 002204 **Ward:** County **Commission:** 130 - COMMUNITY SERVICES AND SOCIAL DEVELOPMENT **Activity Type:** Project

Program Area: Housing Capital Repairs **Department:** 210 - HOUSING AND HOMELESSNESS SERVICES **SOGR or Growth:** Non-Growth

Description: Fenestration & Opening Upgrades: Per the 2021 BCA performed by JLL, the balcony doors are at the end of their useful life and recommended for replacement. Door scope to include, but not limited to, preparation and restoration of door opening facade membranes; installation of new, high-efficiency door units; and continuous weather sealant, both sides, of all door units.

Project Finances:

Current Year Cost: \$75,000 **Total Cost:** \$82,500

Phase / Reserve Account	Prior Approved	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Construction/Rehab/Replacements	-	75,000	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	-	52,500	-	-	-	-	-	-	-	-	-
580 - CMHC GRANT	-	22,500	-	-	-	-	-	-	-	-	-
Design/Pre Eng	7,500	-	-	-	-	-	-	-	-	-	-
473 - SOCIAL HOUSING CAPITAL RESERVE (CITY/COUNTY)	7,500	-	-	-	-	-	-	-	-	-	-
Total:	7,500	75,000	-	-	-	-	-	-	-	-	-



Date: September 27, 2024

To: Social Services Committee

From: Michelle Connor,
Director of Community Strategies and Family Supports

Re: Update to Report 2024-522, 2025 Shared Social Services Budget

This memo serves as an update to Report 2024-522, *2025 Shared Social Services Budget*.

After the presentation of Report 2024-522, *2025 Shared Social Services Budget* to Social Services Committee on September 4, 2024, the City received information from the Ministry of Children Community and Social Services that they are no longer holding Ontario Works delivery partners' funding at their 2018 expenditure actuals and provincial funding will increase in 2025. As a result, the Family Income Stability 2025 budget can be decreased for the combined municipal share by \$735,992.

	2024 Budget	2025 Draft Budget Sept 4/24	Adjustment	2025 Revised Budget
Family Income Stability	\$3,994,344	\$4,467,392	(\$735,992)	\$3,731,300

This reduction would result in a decrease in the Shared Services draft combined municipal budget from \$19,941,180 to \$19,205,188.

2024 Budget	2025 Draft Budget Sept 4, 2024	2025 Draft Budget Variance	Adjustment	2025 Revised Budget	2025 Revised Budget Variance
\$18,431,921	\$19,941,180	1,509,259	(\$735,992)	\$19,205,188	\$773,267
	8.19%			4.2%	

While the City will make the recommendation to reduce the Shared Services budget when it comes to City Council for approval, a recommendation can be made by County

Council to include in their comments back to the City to recommend that the Shared Services budget be revised to include the funding and reduce the overall impact of the budget. In accordance with the Shared Services Agreement, comments received by the City by November 1, 2024, will be presented to the City's Estimates Committee for consideration and subsequent approval by City Council.



Minutes of the Regular Meeting October 21, 2024

*The County of Brant Public Library cultivates inclusivity
and empowers lifelong learning.*

Date: October 21, 2024

Place: Glen Morris Branch

Present: Nathan Etherington, Mike Gatopoulos, Fred Gladding, Steve Howes, Jennifer Kyle, Kari Raymer Bishop, Marilyn Sewell

Regrets: Paula Chorpitta, Amanda Henderson

Staff: Kelly Bernstein, Steph Burchill

Call to Order: F. Gladding, in the Chair, called the meeting to order at 7:06pm.

Approval of the Agenda

Moved by: N. Etherington

Seconded by: M. Gatopoulos

THAT the agenda be approved as presented.

Carried

Declaration of Pecuniary Interest and General Nature of

None

New Main Branch Update

Guests: Alison Newton, CAO, County of Brant (not present, no report given.)

Approval of the Minutes

Moved by: J. Kyle

Seconded by: M. Sewell

THAT the minutes of the September 25, 2024, Regular Meeting be approved as presented.

Carried

Business Arising

K. Bernstein shared New Main Branch updates. The project tender had been released with a closing date of October 26th. The analyzed results will be presented to the Administrative and Operations Committee on December 10 and to Council for ratification on December 17th. This plan follows the normal council cycle for capital projects. F. Gladding would like to remind potential delegations to Council to adhere to the library's ethical practice of welcoming differing opinions. The Board would like to better understand how recent changes to the Development Charge By-Law might affect the new library's funding and instructed K. Bernstein to contact Finance Department staff regarding potential ramifications for New Build. An application to the Green and Inclusive Community Buildings fund has been submitted.

Consent Items to be Received – Communications

Moved by: N. Etherington

Seconded by: J. Kyle

THAT the October Safety Talk, JHSC Minutes: September 2024 be received.

Carried

Library Board Development

Upon a suggestion from S. Howes, the Board considered and analyzed potential objections to the New Build.

Moved by: N. Etherington

Seconded by: M. Gatopoulos

THAT the Board directs K. Bernstein to prepare a report for the November regular meeting re: comparators of a greenfield build vs. the existing project.

Carried

Submissions for Board Development

F. Gladding reminded Board Members that suggestions for Board Development are encouraged and should be submitted to the Chair or CEO for inclusion in the agenda.

Reports

K. Bernstein reported on output measures and financials for September 2024. Circulation of materials continues to grow, most noticeably in the Juvenile Fiction and Young Adult areas. An increase in visitors to the Branches is reflected in the increased wi-fi usage. A decrease in Children's Programming numbers is due to partnership programs not running. Adult Program numbers continue to rise. Online traffic results are being investigated. Spending to date is normal and within budget. A small surplus at year-end is anticipated.

Staff Development day was a success with the Dementiabilty and Collection Marketing trainings being especially well received.

The 2024-2025 Public Library Operating Grant application has been submitted.

Something for Everyone highlighted a recent author visit by Shari Lapena. The event sold out and was enjoyed by the audience.

K. Bernstein reported updates on behalf of the Facility Committee.

Moved by: J. Kyle

Seconded by: M. Gatopoulos

THAT the reports be received as presented.

Carried

Moved by: M. Gatopoulos

Seconded by: J. Kyle

THAT the Personnel Policy 1.3 Criminal Record Check, Personnel Policy 1.4 Holiday Closures, and the CEO Performance Evaluation draft policies be approved as presented.

Carried

New Business

K. Bernstein presented suggested 2025 Board Meeting Dates and Locations, a draft 2025 Policy Review Schedule, and the 2023 Ontario Public Library Statistics & Rankings report.

Moved by: N. Etherington

Seconded by: J. Kyle

THAT the 2025 Library Board Meeting Dates and Suggested Locations, 2025 Policy Review Schedule, and the 2023 Ontario Public Library Statistics & Rankings Report be approved as presented.

K. Bernstein presented the Draft 2025 Operating Budget. The larger than usual increase is primarily due to Job Evaluation adjustments. Smaller increases to areas such as hardware and software, and professional services are requested to meet inflationary increases.

Moved by: M. Sewell

Seconded by: M. Gatopoulos

THAT the Draft 2025 Operating Budget be approved as presented

Carried

N. Etherington shared details about a current OLBA petition, the Save our School Libraries campaign.

F. Gladding shared that Board Member M. Gatopoulos has been hired as a volunteer firefighter. As municipal employees may not serve on local boards, the member will resign his seat once his paid employment begins. The CEO will notify the Clerk about the upcoming vacancy once the date becomes known. F. Gladding expressed appreciation for M. Gatopoulos' time and effort on the Board.

Council Updates

J. Kyle and S. Howes shared news and information from Council with the Board.

Next Meeting

Thursday November 28, 2024, 7pm at the Paris Branch.

Adjournment

M. Gatopoulos moved to adjourn the meeting at 10:20pm.

Meeting adjourned.



100 John West Way
Aurora, Ontario
L4G 6J1
(905) 727-3123
aurora.ca

Town of Aurora

Member Motion

Mayor's Office

Re: Request the Redistribution of the Provincial Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding

To: Members of Council

From: Mayor Tom Mrakas

Date: November 5, 2024

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

1. Now Therefore Be It Hereby Resolved That Aurora Town Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

2. Be It Further Resolved That Aurora Town Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and
3. Be It Further Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and
4. Be It Further Resolved That copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and
5. Be It Further Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

From: [Alysha Dyjach](#)
To: [clerks](#)
Subject: FW: Resolution from the Northern Ontario Women's Caucus (NOW Caucus)
Date: Tuesday, December 10, 2024 9:20:35 AM

Alysha Dyjach, B.A., MPA
General Manager of Development Services
County of Brant
66 Grand River Street North
Paris, Ontario
(C) 519-770-9379 (T) 519-442-7268 x2215

From: Lauren Rooyakkers <lauren.rooyakkers@eastferris.ca>

Sent: Monday, December 9, 2024 7:44 PM

To: Premier@ontario.ca; MStiles-QP@ndp.on.ca; bonnie@ontarioliberal.ca; mschreiner@ola.org; resolutions@amo.on.ca; roma@roma.on.ca; admin@noma.on.ca; FONOM Office/ Bureau de FONOM <fonom.info@gmail.com>; MMantha-QP@ola.org; Township of Terrace Bay <cao@terracebay.ca>; City of Brantford <clerks@brantford.ca>; City of Greater Sudbury <clerks@greatersudbury.ca>; City of Hamilton <clerk@hamilton.ca>; City of Kawartha Lakes <clerks@kawarthalakes.ca>; City of Ottawa <Caitlin.salter-macdonald@ottawa.ca>; City of Toronto <clerk@toronto.ca>; Alysha Dyjach <alysha.dyjach@brant.ca>; County of Haldimand <clerk@haldimandcounty.on.ca>; County of Norfolk <clerks@norfolkcounty.ca>; County of Prince Edward <clerks@pecounty.on.ca>; Municipality of Chatham-Kent <ckclerk@chatham-kent.ca>; County of Bruce <cmacdonald@brucecounty.on.ca>; Municipality of Arran-Elderslie <clerk@arran-elderslie.ca>; Municipality of Brockton <fhamilton@brockton.ca>; Municipality of Northern Bruce Peninsula <clerk@northernbruce.ca>; Municipality of South Bruce <clerk@southbruce.ca>; Town of Saugeen Shores <clerk@saugeenshores.ca>; Town of South Bruce Peninsula <angie.cathrae@southbrucepeninsula.com>; Township of Huron-Kinloss <edance@huronkinloss.com>; County of Dufferin <clerk@dufferincounty.ca>; Town of Grand Valley <mtownsend@townofgrandvalley.ca>; Town of Mono <clerksoffice@townofmono.com>; Town of Orangeville <clerksdivision@orangeville.ca>; Town of Shelburne <townclerk@townofshelburnema.gov>; Township of Amaranth <nmartin@amaranth.ca>; Township of East Garafraxa <clerks@eastgarafraxa.ca>; Township of Melancthon <dholmes@melancthontownship.ca>; Township of Mulmur <tatkinson@mulmur.ca>; City of St. Thomas <mkonefal@stthomas.ca>; County of Elgin <kthompson@elgin.ca>; Municipality of Bayham <melliott@bayham.on.ca>; Municipality of West Elgin <clerk@westelgin.net>; Town of Aylmer <clerks@town.aylmer.on.ca>; Township of Malahide <aadams@malahide.ca>; Township of Southwold <cao@southwold.ca>; Town of Amherstburg <clerk@amherstburg.ca>; Town of Essex <clerks@essex.ca>; Town of Kingsville <pparker@kingsville.ca>; Town of Lakeshore <clerk@lakeshore.ca>; Town of LaSalle <jastrologo@lasalle.ca>; Town of Tecumseh <jalexander@tecumseh.ca>; City of Kingston <cityclerk@cityofkingston.ca>; County of Frontenac <jamini@frontenaccounty.ca>; Township of Central Frontenac <cmacmunn@centralfrontenac.com>; Township of Frontenac Islands <dplumley@frontenacislands.ca>; Township of North Frontenac <clerkplanning@northfrontenac.ca>; Township of South Frontenac <lfragnito@southfrontenac.net>;

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<councilservices@orillia.ca>; County of Simcoe <clerks@simcoe.ca>; Town of Bradford West Gwillimbury <clerk@townofbwg.com>; Town of Collingwood <salmas@collingwood.ca>; Town of Innisfil <clerksoffice@innisfil.ca>; Town of Midland <sedgar@midland.ca>; Town of New Tecumseth <clerk@newtecumseth.ca>; Town of Penetanguishene <scooper@penetanguishene.ca>; Town of Wasaga Beach <clerk@wasagabeach.com>; Township of Clearview <shelmkay@clearview.ca>; Township of Essa <llehr@essatownship.on.ca>; Township of Ramara <jconnor@ramara.ca>; Township of Severn <agray@severn.ca>; Township of Springwater <renee.chaperon@springwater.ca>; Township of Tiny <swalton@tiny.ca>; City of Cornwall <clerk@cornwall.ca>; Township of North Dundas <njohnston@northdundas.com>; Dundas and Glengarry <kcasselman@sdgcounties.ca>; Township of North Glengarry <deputyclerk@northglengarry.ca>; Township of North Stormont <ccalder@northstormont.ca>; Township of South Glengarry <kcampeau@southglengarry.com>; Township of South Stormont <loriann@southstormont.ca>; Dundas and Glengarry <kcasselman@sdgcounties.ca>; City of Guelph <clerks@guelph.ca>; County of Wellington <jennifera@wellington.ca>; Town of Erin <clerks@erin.ca>; Town of Minto <annilene@town.minto.on.ca>; Township of Centre Wellington <kokane@centrewellington.ca>; Township of Guelph/Eramosa <aknight@get.on.ca>; Township of Mapleton <lwheeler@mapleton.ca>; Township of Puslinch <choytfox@puslinch.ca>; Township of Wellington North <kwallace@wellington-north.com>; Lacey Kastikainen <laceyk@ontera.net>; City of Elliot Lake <nbray@city.elliottlake.on.ca>; City of Sault Ste Marie <cityclerk@cityssm.on.ca>; Municipality of Huron Shores <natashia@huronshores.ca>; Municipality of Wawa <moneill@wawa.cc>; Town of Blind River <katie.scott@blindriver.ca>; Town of Bruce Mines <jdavis@brucemines.ca>; Town of Spanish <info@townofspanish.com>; Town of Thessalon <debbie@thessalon.ca>; Township of Dubreuilville <scasey@dubreuilville.ca>; Township of Hilton <admin@hiltontownship.ca>; Township of Jocelyn <admin@jocelyn.ca>; Township of Johnson <gmartin@johnsontownship.ca>; Township of Laird <info@lairdtownship.ca>; Lacey Kastikainen <laceyk@ontera.net>; Township of Plummer Additional <info@plummertownship.ca>; Township of St. Joseph <clerkadmin@stjosephtownship.com>; Township of Tarbutt <clerk@tarbutt.ca>; Township of the North Shore <municipalclerk@townshipofthenorthshore.ca>; Township of White River <cao@whiteriver.ca>; Village of Hilton Beach <jillian@hiltonbeach.com>; City of Timmins <clerks@timmins.ca>; Town of Cochrane <Alice.Mercier@cochraneontario.com>; Town of Hearst <jlecours@hearst.ca>; Town of Iroquois Falls <Treasurer@Iroquoisfalls.com>; Town of Kapuskasing <townkap@ntl.sympatico.ca>; Town of Moosonee <info@moosonee.ca>; Town of Smooth Rock Falls <townhall@townsrf.ca>; Township of Black River Matheson <treasurer@blackriver-matheson.com>; Township of Fauquier-Strickland <nvachon@fauquierstrickland.com>; Township of Mattice-Val Cote <gcoulombe@matticevalcote.ca>; Township of Opasatika <twpopas@persona.ca>; Township of Val Rita-Harty <eric.bizier@valharty.ca>; City of Dryden <aeuler@dryden.ca>; City of Kenora <hpihulak@kenora.ca>; Municipality of Red Lake <christine.goulet@redlake.ca>; Municipality of Sioux Lookout <clerk@siouxlookout.ca>; Township of Ear Falls <kballance@ear-falls.com>; Township of Ignace <info@ignace.ca>; Township of Machin <clerktreasurer@visitmachin.com>; Township of Sioux Narrows - Nestor Falls <info@snnf.ca>; Municipality of Billings <jwhite@huronkinloss.com>; Municipality of Gordon/Barrie Island <clerk@gordonbarrieisland.ca>; Town of Gore Bay <scarr@gorebay.ca>; Town of Northeastern Manitoulin and The Islands <pcress@townofnemi.on.ca>; Township of Assiginack <info@assiginack.ca>; Township of Burpee & Mills <pgilchrist787@gmail.com>; Township of Tehkummah <clerk.administrator@tehkummah.ca>; District of Muskoka <clerk@muskoka.on.ca>;

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Cc: Cheryl Fort <mayor.fort@hornepayne.ca>

Subject: Resolution from the Northern Ontario Women's Caucus (NOW Caucus)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Resolution from Northern Ontario Women's Caucus (NOW Caucus)

WHEREAS an arbitrator's investigation into claims of sexual harassment against MPP Michael Mantha concluded during the investigation that the claims were substantiated;

AND WHEREAS in August 2023, MPP Michael Mantha was removed from the NDP caucus after allegations of workplace misconduct were substantiated by multiple witness interviews and video evidence;

AND WHEREAS Ontario residents have requested that the NOW Caucus request that Michael Mantha resign from his position as M.P.P. as they believe that based on the investigation that substantiated the sexual harassment allegations that he does not have the integrity and trust required of the office to effectively represent the Algoma-Manitoulin, particularly the women living in the riding;

AND WHEREAS elected officials at all levels should be held to the same standards as every working Ontarian, operating under workplace violence and harassment policies.

THEREFORE BE IT RESOLVED that NOW Caucus call on Michael Mantha to resign from his position as M.P.P. of the Algoma-Manitoulin Riding immediately.

AND FURTHER that this Resolution be circulated to the 444 municipalites, the office of Michael Manthas, Prime Minister Ford, Marit Stiles, Leader of the Ontario NDP, Bonnie Crombie, Leader of the Ontario Liberal Party, Mike Shreiner, Ontario Green Party, AMO, ROMA, FONOM, and NOMA.

Moved – Mayor Baril;

Seconded: Councillor Koch

CARRIED

Administration and Operations Committee Report

The Administration and Operations Committee makes the following recommendations from its meeting on December 10, 2024:

1. That Councillor Peirce be elected as the Chair of the Administration and Operations Committee for the year of 2025;
And that nominations for the role of Chair be closed.
2. That Councillor Howes be elected as the Vice-Chair of the Administration and Operations Committee for the year of 2025;
And that nominations for the role of Vice-Chair be closed.
3. That the delegation from Rita-Marie Hadley & Scott Lyons re: Financial pledge for Lansdowne Children's Centre be received as information and referred to the 2025 budget process.
4. That Council authorize staff to write off taxes under the authority of Sections 357 and 358 of the Municipal Act as follows:

Municipal Share \$156,174.08

School Share \$58,198.92

Total Write-off \$214,373.00

And that the final payment to the School Boards be reduced by the amount of \$58,198.92 for their share of the taxes written off.

5. That RPT-0537-24 Interim Tax Levy Bylaw, be received as information;
And that the interim Tax Levy Bylaw be forwarded to Council for consideration.
6. Whereas Section 78 of the Drainage Act (the "Act") prescribes that "if a drainage works has been constructed under a by-law passed under the Act of any predecessor of the Act, and the Council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by Section 4";
And whereas Section 78(5) of the Act prescribes that despite subsections (2) to (4), the Minister may prescribe the process for approving minor improvements to a drainage works mentioned in paragraph 8 of subsection (1.1).
And whereas a property owner assessed into the Rathbun Municipal Drain has filed a notice of request for drain minor improvement with the County of Brant (the County) dated December 2, 2024;
And whereas the project being requested meets the criteria for a minor improvement project as described in O. Reg. 500/21, Part II, section 7(1);
Be it hereby resolved that in accordance with Section 78(5) of the Act, the County hereby appoints Streamline Engineering Inc. as the engineer to prepare a report for council's consideration in accordance with the requirements of the Drainage Act.

7. Whereas the residential Blue Box program will transition to the management and operation by Circular Materials Ontario (CMO) on behalf of the Producers on January 1, 2025;
Be it hereby resolved that Solid Waste Control Bylaw 146-17 be repealed and replaced with Bylaw XX-24 as presented in this report due to the transition of the Blue Box program.
8. That RPT-0543-24 be received as information;
And that Councillor Kyle be appointed to serve on the Community Safety and Well-Being Plan Update Ad Hoc Committee.
9. THAT the Committee approve the repealing of Automated Speed Enforcement by-law #86-23 and replace it with the attached by-law; and
THAT the attached by-law be presented to Council for enactment at the December Council meeting; and
THAT The Committee approve the attached Automated Speed Enforcement Administrative Penalties (ASE AP) Guidelines for Reviews.
10. Whereas the Roads Division report RPT-21-291 was passed by Council November 23, 2021, authorizing County of Brant (County) staff to enter into direct negotiations with Metro Freightliner and Viking-Cives to replenish scheduled winter equipment for a four (4) year period (2022-2025);

And Whereas the vehicles and winter equipment put forward in this report are essential to maintaining the County's road network;

That the following purchases be approved:

Two (2) 28,000 kg/62,000 lbs. G.V.W.R Tandem Axle Cab and Chassis Diesel Truck to be awarded to Metro Freightliner Brantford, being the vehicle has met all required specifications at fair current market value; \$201,452 per unit plus tax.

That the purchase of winter control equipment package for one (1) Tandem axle cab and chassis be awarded to Viking-Cives, being that the winter equipment and specifications have been met at current fair market value; \$215,795 plus tax.

That the purchase of one plow/roll off body be awarded to Viking-Cives, being that the specifications have been met at current fair market value; \$217,610 plus tax.

And Whereas this winter equipment has been approved by Council through RPT-0483-24 for the 2025 budget approval process and is to be funded through the Capital Fleet reserve.

11. That staff be directed to start the Operations Capital project tender process in advance of the 2025 Budget Deliberations and approval to ensure that the six (6) projects listed as follows are tendered at the most advantageous time of year:
Main Street and Dumfries Streets;
Grand River Street North three (3) roundabouts;
Patterson Culvert Rehabilitation;
Muir Culvert Rehabilitation;
Gravel to hard surface conversions;
Road resurfacing various roads around the County;
And that staff report back to Council for award of the tenders as required by the County of Brant (the County) Purchasing Policy;

12. That the following recommendations of the Brant Heritage Committee from its meeting on December 5, 2024 be approved:

2. Whereas the County of Brant has received an application for alterations to the property located at 16 Broadway Street West, designated under the Part IV, Section 29 of the Ontario Heritage Act by Town of Paris By-Law 2667;

And whereas Section 33 of the Ontario Heritage Act requires that any alteration of a property designated under Section 29, where the alterations are likely to affect the property's heritage attributes, shall receive Council's consent to such an alteration in writing;

And whereas the application received has been reviewed by staff and the County of Brant Heritage Committee, who have expressed support for the proposed alterations; Therefore, that Council of the County of Brant consent to the application for the removal of the existing garage and the construction of an Additional Residential Unit (ARU) to the rear of the existing house at 16 Broadway Street West;

And that notice of this decision be served to the Owner and the Ontario Heritage Trust, as set out by Section 33 of the Ontario Heritage Act.

3. That the Joint Heritage Committee meeting be held at the St. George Gaukel Memorial Community Centre

13. That the following recommendations of the Brant Heritage Committee from its meeting on December 5, 2024, be referred back to the committee for clarification:

That the restoration plan for the Bawcutt Centre and new County of Brant Paris Library be approved as submitted.

And that staff be directed to circulate a Friday File regarding the updated restoration plan.

14. That the communication, Burford Veteran Crosswalk - Councillor Miller, be referred to staff;

And that staff be directed to provide further alternative memorial methods of recognition for Council's consideration.

Respectfully Submitted,

Councillor Peirce
Chair



County of Brant Council Report

To: The Mayor and Members of County of Brant Council
From: Stacey Ellins, Director of Parks & Recreation
Date: December 17, 2024
Report #: RPT-0341-24
Subject: Community Partnership Policy Update
Purpose: For Approval

Recommendation

That RPT-0341-24 Community Partnership Policy Update be received;
And that the updated Community Partnership Policy be approved.

Executive Summary

The Community Partnership Policy is designed to identify, and support established, new and emerging County of Brant non-sanctioned and sanctioned not-for-profit community volunteer groups in the delivery of their programs and services. The Policy is to enhance leadership, communication, and engagement of community groups. The Policy provides a mechanism to assist staff in determining what resources are available and how the resources should be allocated.

Strategic Plan Priority

Strategic Priority 5 - Healthy, Safe, and Engaged Citizens

Impacts and Mitigation

Social Impacts

Partnering with neighboring municipalities, local schools, and not-for-profit groups can give residents access to a much more diverse array of recreational opportunities. It can also increase the user base for existing programs and facilities.

Environmental Impacts

N/A

Economic Impacts

All costs associated with the Community Partnership Policy are allocated throughout the Community Services Department Operating Budgets.

Report

Background

The Community Services Department uses a community development approach to build the capacity of community groups, engage local volunteers, and sustain programs that the department does not have the resources to implement. Community Services staff support community groups on an ongoing basis and cultivate relationships to respond to the unique needs of new and established organizations.

The Community Services Department has approximately seventy-five (75) community groups which include but are not limited to Lions Clubs, Optimist Clubs, and Minor Sports Groups that utilize County of Brant Facility Space. Currently, the Community Services Department does not have a policy in place to manage community group facility access in a fair, equitable and consistent manner across the County of Brant.

In 2023, the County of Brant subsidized various community groups using 446 hours of facility space (excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields) for a total value of \$17,150. The Community Services Department also subsidized the use of 1,408 hours of facility space (excluding ice, outdoor pool, arena floor, and outdoor sports fields) for Government Sponsored Programs such as EarlyON and Safe Zone for a total value of \$44,650.

In November 2023, the Parks & Recreation Division launched a Community Partnership Policy engagement, seeking targeted feedback from an invited list of community groups to better understand how the County of Brant can assist with sustainability, partnership opportunities, and aid in the development of a Community Partnership Policy. The public engagement obtained targeted feedback through an online survey, general 'questions' and three (3) in-person engagement sessions. For this report, Attachment 4 – Community Partnership Policy Engagement Report provides an overview of the questions asked of existing community groups. Twelve (12) community groups completed the survey, five (5) Minor Sports Groups, four (4) Service Clubs, one (1) Recreation Group, and two (2) others. The results indicate that out of the twelve (12) community groups the majority are currently utilizing banquet halls, community rooms, ice and/or turf, and/or outdoor sports fields. The results also show that the number of hours community groups utilize facility space per year varies between 60-2,500 hours. Finally, the Community Partnership Policy Engagement Report indicates that the following supports would benefit community groups; Advertising Opportunities, Volunteer Recruitment, Provincial/Federal Government Funding, Partnership Opportunities, Discounted Facility Rentals, Training Opportunities, Volunteer/Coach Training, and a County of Brant Staff Liaison. The results of the Community Partnership Policy Engagement assisted with the development of the Community Partnership Policy.

Once this policy is implemented, a few community groups/organizations may be impacted as some long-standing and/or grandfathered understandings regarding free access will become aligned with the policy objectives. Staff will provide a six-month notification to the community groups/organizations affected so there is sufficient time to re-evaluate the needs and prepare for necessary changes.

In addition, community groups who are interested in becoming a Community Partner will be required to complete an Application Form (Attachment 3 - Schedule A – Community Partnership Application Form). Approved community groups will be required to adhere to the Community Partnership responsibilities and policies referenced within the Community Partnership Policy.

Recreation Master Plan Context

The County of Brant Recreation Master Plan Section 3.3, recommendation #8: Voluntary Sector Services Delivery: Volunteers and voluntary organizations represent a key cornerstone in the development and delivery of parks and recreation services in the County of Brant. They are engaged in virtually all levels of service delivery whether through voluntary organizations in minor sports, the arts and culture or special events and festivals. Volunteers are also actively engaged not only in these areas, but also in some County delivered programs or events.

The Recreation Master Plan provided guidance for the delivery of services through further engagement with community volunteers and voluntary organizations. This approach would enhance their presence, capacities and role in the development and delivery of parks and recreation services. This is a significant policy direction that reflects the importance of engaging the community in not just identifying Parks and Recreation services needs but being actively involved in and responsible for leading and providing these services. Several recommendations within this Master Plan contribute to the building of capacity amongst the voluntary sectors. These include the Parks and Recreation Services Delivery Policy, the recommendations regarding Departmental repositioning and organizational development, collaborative and shared services and other policies and strategies.

Analysis

At the May 28, 2024, meeting of Council, staff were directed to complete further consultation with the Burford Optimist Club and Scotland Optimist Club and report back.

The Community Services Department hosted two in-person meetings on June 24, 2024, with both the Burford and Scotland Optimist Clubs. At this meeting staff were provided with a detailed document with feedback provided by 14 members of a Brant West Volunteer Group. Following the meeting, the General Manager of Community Services and the Director of Parks & Recreation reviewed the feedback and sent back a very positive, thorough response on July 25, 2024 (Attachment 5). On August 9, 2024, staff received a response from the Brant West Volunteer Groups indicating they were not satisfied with the response and revisions to the policy received on July 25, 2024.

In response and as directed at the September 24, 2024, meeting of Council, the Community Services Department hosted a Community Partnership Policy Service Club Engagement Session on October 21, 2024, inviting all County of Brant Service Clubs to participate. Participants of the engagement session included members from the Burford Optimist Club, Scotland Optimist Club, Mt. Pleasant Optimist Club, St. George Lions Club and Community Services Department staff. The Community Partnership Policy Service Club Engagement Session was a very positive, collaborative approach that resulted in the following proposed updates to the Community Partnership Policy (Attachment 1).

Definitions

Service Club - a voluntary not-for-profit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations. A service club is defined firstly by its service mission, and secondly, its

membership benefits, such as social occasions, networking and personal growth opportunities that encourage involvement within our communities.

Staff Liaison – responsible for the management and administration of the Community Partnership Policy and to act as a facilitator between the County of Brant and the community partner(s) as it relates to the supports outlined within the Community Partnership Policy.

Community Partnership Supports:

- Access to the Community Services Department Volunteer Management Program to assist with recruitment of volunteers in the community.

NEW - Service Club Supports:

Service Clubs are recognized by the County as valuable partners where members meet regularly to perform charitable work, meeting community needs for fundraising, organized programs, community events, and activities. To reflect the responsibility and commitment required to operate a Service Club, the supports listed below, in addition to the Community Partnership Supports, will help Service Clubs achieve their mission, membership benefits, such as social occasions, networking and personal growth opportunities that encourage involvement within each community.

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 25% discount off County of Brant Facility Space rental for community events and fundraising initiatives. Annual events will have priority booking and permitted to book 12 months in advance.
- b. Joint-fundraising initiatives for capital projects may include use of County Facility Space for specific events at no charge, subject to inclusion of a staff liaison(s), Council approval for the project, and inclusion in the County Capital Budget.
- c. Staff Liaison to assist with scheduling and chairing semi-annual meeting with County of Brant Service Clubs for the purpose of aligning priorities, coordinating programming and timing with facility bookings and production of the Community Services Guide.
- d. Staff Liaison to assist in managing existing or newly negotiated agreements between the County of Brant and Service Club(s).
- e. Staff Liaison to assist with governance and grant applications which may be jointly submitted.

Next Steps

Staff are currently developing an implementation plan for the Community Partnership Policy with an implementation target date of Q2 2025. Updates to the Sport Allocation Policy, Facility Booking Policy and Facility Cancellation Policy will be brought forward for Council approval prior to the commencement of the implementation plan as each policy influences one another. Existing community groups will be contacted and provided with a copy of the policy and staff will be able available to meet with the community groups to review the policy

as needed. Staff will also be available to assist community groups to prepare their Community Partnership Application for submission.

Summary and Recommendations

The Community Partnership Policy will help to strengthen community groups, build on their capacity and sustainability as well as connect groups across the County of Brant. Capacity building is the process by which we strengthen a community group’s ability to fulfill its mission. This process includes providing community groups with access to space, resources, best practices, and guidance.

It is recommended that RPT-0341-24 Community Partnership Policy be received, and that the updated Community Partnership Policy be approved.

Attachments

- Attachment 1 - Community Partnership Policy Update
- Attachment 2 - Community Partnership Policy (May 2024)
- Attachment 3 - Schedule A – Community Partnership Application Form
- Attachment 4 - Community Partnership Policy Engagement Report
- Attachment 5 - Brant West Community Partnership Policy Feedback

Reviewed By

Phil Mete, General Manager of Community Services

Copied To

Kathy Ballantyne, Director of Facilities & Special Projects
Sarah Dredge, Manager of Recreation Services

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

Community Services

SUBJECT: Community Partnership Policy

Policy #:	
Effective date:	
Amendment date:	
Replaces:	

PURPOSE

The Community Partnership Policy is designed to identify, and support, established, new and emerging County of Brant non-sanctioned and sanctioned not-for-profit community volunteer groups in the delivery of their programs and services. The Policy is established to enhance leadership, communication, and engagement of community groups. The Policy provides a mechanism to assist staff in determining what resources are available and how the resources should be allocated.

SCOPE

The Community Partnership Policy will help to strengthen community groups, build on their capacity and sustainability as well as connect groups across the County.

Capacity building is the process by which we strengthen a community group’s ability to fulfill its mission. This process includes providing community groups with access to space, resources, best practices, and guidance. It is important to note that the County is not responsible and will not be liable for any actions, directions, or decisions, whether interim or final, of any community group, their executive, or their membership.

The Community Services Department uses a community development approach to build the capacity of community groups, engage local volunteers, and sustain programs that the department does not have the resources to implement. Community Services staff support community groups on an ongoing basis and cultivate relationships to respond to the unique needs of new and established organizations.

DEFINITIONS

Community Partner – a volunteer-based group established to fill a void in service or provide a priority community service. The Community Partner will support and enhance the County of Brant’s strategic priorities by offering programming, services, information, and community events to the County of Brant residents.

County of Brant Facility Space - refers to County-owned and County-administered recreational facilities and spaces that are available for rent.

Emerging Community Group – newly formed Community Partner (6 months or less) providing programs and/or services currently not offered by the department or any established Community Partner.

Executive – an appointed liaison from the Community Partner, board of directors or established and appointed/elected committee chair role.

Government Sponsored Program - recreational, educational, and/or other programs intended to support social, physical, and/or mental benefits to residents (e.g., Early ON, Safe Zone, Brant County Health Unit Programs).

Non-Sanctioned Community Group – non-registered, not-for-profit community group with no formal structure and/or financial accountability (i.e., Neighbourhood Associations).

One-time Community Group – Community Partner that provides a program, event and/or service currently not offered by the department or established Community Partner (e.g., a one-time partnership for parks, facilities, and/or recreational services).

Sanctioned Community Group – registered not-for-profit community group or agency with an organizational and financial accountability structure (i.e., Minor Sports Group)

Service Club - a voluntary not-for-profit organization where members meet regularly to perform charitable works either by direct hands-on efforts or by raising money for other organizations. A service club is defined firstly by its service mission, and secondly, its membership benefits, such as social occasions, networking and personal growth opportunities that encourage involvement within our communities.

Staff Liaison – responsible for the management and administration of the Community Partnership Policy and to act as a facilitator between the County of Brant and the community partner(s) as it relates to the supports outlined within the Community Partnership Policy.

POLICY DETAILS

Community Partnership Supports:

The full list of potential supports outlined below varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Staff liaison(s) to assist Executive in a facilitating capacity;

- b. Access to Council-approved discounted rates for use in County of Brant Facility Space; and in the case of groups offering community events and programs that are within the mandate of the Community Services Department, such discounted rates are only available at the discretion of the Director of Parks and Recreation;
- c. Information on provincial and federal funding resources and local opportunities, which may include County of Brant community grant program funding;
- d. Marketing and publicity assistance through the Community Contact Listing, access to indoor display boards, outdoor signage and the County's website at nominal or no cost;
- e. Discounted rates for Community Service Guide advertising;
- f. Cost sharing opportunities;
- g. Priority booking of County ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sport fields in accordance with Council approved 'Sport Allocation' policy and Community Services Fees & Charges By-Law;
- h. Access to priority bookings through the County of Brant's Joint Use Facilities Agreement with both the Grand Erie District School Board and the Brant Haldimand Norfolk Catholic District School Board;
- i. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) free of charge for up to;
 - Once per month for a maximum of four hours for the purpose of an executive/membership meeting which only addresses the business of the community group;
 - Once per year for a maximum of four hours for the purpose of an annual general meeting which includes attendance of a staff liaison(s);
 - Twice per program session (Fall/Winter and Spring/Summer) for a maximum of four hours for the purpose of registrations for those sessions;
 - Discounts for County of Brant Facility Space for special event fundraising initiatives annually, that does not exceed the maximum value.
- j. Partnership(s) with Community Services staff to establish service delivery arrangements to facilitate program development (for programs not currently offered by the department or established community group).
- k. Access to the Community Services Department Volunteer Management Program to assist with recruitment of volunteers in the community.

Emerging and Non-Sanctioned Community Group Supports:

Emerging Community Groups and Non-Sanctioned Community Group(s) need to be supported in a different capacity than Sanctioned Community Groups. To reflect this,

and in addition to the Community Partnership Supports, the list below is available to Emerging Community Groups and Non-Sanctioned Community Group(s), designed to facilitate them through the development of their organization/group.

The full list of potential supports outlined below varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Staff liaison(s) to assist with board development, policies and procedures, and incorporation of a not-for-profit community group;
- b. Access to County of Brant Facility Space, excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 35% discount off County of Brant Facility Space rentals for the first year and 20% for the second year;
 - Free access to County of Brant Facility Space rental for community fundraising initiatives annually with a maximum value that does not exceed \$750.00.

Emerging Community Group and Non-Sanctioned Community Group support is available for a maximum of 2 years from when the application is approved, unless otherwise approved by the Director of Parks and Recreation.

One-Time Community Group Supports:

One-Time Community Group(s) need to be supported in a different capacity than other community groups. To reflect this, the list of supports below, in addition to the Community Partnership Supports, is available to One-Time Community Groups and varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 35% discount off County of Brant Facility Space rentals;
 - Free access to County of Brant Facility Space rental for community fundraising initiative annually with a maximum value that does not exceed \$750.00.
- b. Potential assistance in connecting and benchmarking with other community groups.

One-time Community Group support is available for a maximum of 1 year from when the application is approved unless otherwise approved by the Director of Parks and Recreation.

Sanctioned Community Group Supports:

Sanctioned Community Groups are recognized by the County as valuable partners in meeting community needs for organized programs, community events, and activities. To reflect the responsibility and commitment required to run an incorporated not-for-profit community group, and which responsibility and commitment rests with the Sanctioned Community Group, the supports listed below, in addition to the Community Partnership Supports, will help groups foster their sport, recreation and/or culture mandate and varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these will be available or provided:

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 25% discount off County of Brant Facility Space rental for community fundraising initiative annually with a maximum value that does not exceed \$750.00.
- b. Joint-fundraising initiatives for capital projects, subject to inclusion of a staff liaison(s), Council approval for the project, and inclusion in the County Capital Budget.

Service Club Supports:

Service Clubs are recognized by the County as valuable partners where members meet regularly to perform charitable work, meeting community needs for fundraising, organized programs, community events, and activities. To reflect the responsibility and commitment required to operate a Service Club, the supports listed below, in addition to the Community Partnership Supports, will help Service Clubs achieve their mission, membership benefits, such as social occasions, networking and personal growth opportunities that encourage involvement within each community.

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 25% discount off County of Brant Facility Space rental for community events and fundraising initiatives. Annual events will have priority booking and permitted to book 12 months in advance.
- b. Joint-fundraising initiatives for capital projects may include use of County Facility Space for specific events at no charge, subject to inclusion of a staff liaison(s), Council approval for the project, and inclusion in the County Capital Budget.

- c. Staff Liaison to assist with scheduling and chairing semi-annual meeting with County of Brant Service Clubs for the purpose of aligning priorities, coordinating programming and timing with facility booking bookings and production of the Community Services Guide.
- d. Staff Liaison to assist in managing existing or newly negotiated agreements between the County of Brant and Service Club(s).
- e. Staff Liaison to assist with governance and grant applications which may be jointly submitted.

Opportunities for Government Sponsored Program(s):

Government Sponsored Agency(s) are recognized by the County as valuable partners in meeting community needs for organized recreational, educational, and/or other programs intended to support social, physical, and/or mental benefits to residents.

The support listed below, in addition to Community Partnership Supports, outlines the County’s commitment to ensuring these Government Sponsored Programs are available to residents within the County of Brant. These supports will vary on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Access to Council-approved Government Sponsored Program rate for use in County owned/administered facilities for a maximum of 3 hours per week;
- b. For existing and historical Government Sponsored Program(s) offering programs not currently delivered by the Community Services Department or an established Community Partner will be permitted access to up to two no charge weekly County of Brant Facility Space rental that have designated staff scheduled for a maximum of four hours, subject to cancellation if a paid rental opportunity emerges or County event requires access to the County of Brant Facility Space.

Groups that are Ineligible for Community Partnership:

The following groups are not eligible for community partnerships with the County:

- a. Groups whose goals, purpose and/or objectives are, or appear to be, in conflict or otherwise not consistent with The Corporation of the County of Brant’s values and strategic plan. The determination of this issue rests solely within the discretion of the County of Brant.

- b. Political parties or other groups with a political, social, or religious doctrine primarily designed to persuade the public to adopt a particular view, as determined by the County of Brant, in its sole and absolute discretion.
- c. Groups or organizations that are geared to obtaining profit or pursuing sales of any goods or services, as determined by the County of Brant, in its sole and absolute discretion.
- d. Groups that duplicate the services of other community groups, unless it can be shown that an existing community group cannot meet the needs of residents and additional facilities/locations/groups are required, as determined by the County of Brant, in its sole and absolute discretion.
- e. Any group or organization which may bring the reputation of the County of Brant into disrepute, as determined by the County of Brant in its sole or absolute discretion.

Application for Supports:

To be considered for supports, applications must be submitted with the following documentation:

- a. Evidence of the groups primary mandate to provide recreational, art/cultural, social and/or sport program or service that meets community needs;
- b. Contact telephone number/website/email address for public inquiries;
- c. Where applicable, confirmation of Articles of Incorporation (Not-for-Profit) or Registration Letter verifying charitable status or charter membership of a Provincial/National/International not-for-profit organization;
- d. Where applicable, Executive (minimum of three) including names, addresses and telephone numbers (submitted to staff liaison after each Annual General Meeting);
- e. Certificate of Insurance as per the requirements of The Corporation of the County of Brant;
- f. Schedule of programs, events and services the group currently provides or is planning on providing;
- g. Letter of intent and/or a business/operational plan outlining the intended program/project;
- h. Where applicable, evidence demonstrating the right to operate the program from a Provincial or National Governing body;
- i. Other information may be requested or required by the Community Services Department.

Approval of Community Partnership Status:

Applications for Community Partnership will be approved by the staff liaison(s) or designate. Upon approval, Community Partners are required to sign a Community Partnership contract with the County. This contract requires each group to adhere to the requirements and stipulations outlined in the Policy and any changes deemed necessary, and such other terms as the County of Brant may consider reasonable or necessary.

Approvals for partnership status are granted for a maximum of two years from the date of approval. Community Partners must re-apply to renew their status – approval is not guaranteed in subsequent years. As a condition of approval, all outstanding debts to the County must be paid in full or an agreement regarding retirement of the debt must be in place.

New community groups and existing Community Partners that require additional support in successfully adhering to the requirements of this policy may be offered community partnership status on a probationary period. The staff liaison(s), or designate, may attend the Board of Directors/Executive board meetings of the community group under probation in a non-voting capacity.

Availability is subject to submission of applications by the established deadlines annually.

****Existing or newly negotiated agreements between the County of Brant and Service Club/Community Group(s) supersede administration of the Community Partnership Policy.***

Community Partner(s) Responsibilities:

All Community Partners must:

- a. Strictly adhere to this Community Partnership Policy, as may be amended from time to time;
- b. Ensure all members/participants adhere to the County's policies and procedures outlined in the contract(s) with the County of Brant;
- c. Provide immediate notice to staff liaison(s) of any changes in the group's executive/board or constitution;
- d. Maintain up-to-date membership lists;
- e. Provide the County with an updated insurance certificate prior to policy expiration date, where applicable;
- f. Respect the intent of the County of Brant Facility Booking Policy, as amended from time to time, and comply with both the County of Brant Sport Allocation Policy and County of Brant Facility Cancellation Policies;

- g. Promote and help build healthy and active communities in the County of Brant in an atmosphere of mutual respect, transparency, fairness, and open communication;
- h. Ensure that the actions of the group and its members do not bring the reputation of the County of Brant into disrepute.

The County of Brant's Responsibilities:

The County of Brant reserves the right to request additional information at any time, act as a liaison for the group, be present at the Annual General Meeting and monthly meetings if required at the direction of the Director of Parks and Recreation and allocate facilities according to the County of Brant Facility Booking Policy.

The County of Brant's relationship with volunteer community groups receiving support under the Community Partnership Policy is based on support and guidance. The County is not responsible for the decisions and/or actions of any group or its members. Accordingly, the County will not act as a review body for any such group, except to the extent that the actions of a group put the group in contravention of this policy.

Applications are assessed in accordance with the supports published by this Policy. Notification of acceptance or ineligibility will be sent in writing. The County will review applications and respond to the applicant group within a timely manner.

The County of Brant's relationship with volunteer community groups receiving support under the Community Partnership Policy is based on support and guidance. The County will act as a liaison and be present at Annual General meetings and/or monthly meetings as requested by groups and will allocate facilities according to the County of Brant Facility Booking Policy.

The County is not responsible for the decisions and/or actions of any group or its members. Accordingly, the County will not act as a review body for any such group, except to the extent that the actions of a group put the group in contravention of this policy.

Applications are assessed in accordance with the supports published by this Policy. Notification of acceptance or ineligibility will be sent in writing. The County will review applications and respond to the applicant group within a timely manner.

Groups shall be notified six (6) months prior to any proposed changes to the Community Partnership Policy and can provide comments as part of the review process.

Appeal of Termination

In the event that the Director of Parks and Recreation rescinds an organizations Community Partnership Status, the organization may elect to appeal such rescission by submitting, in writing, a "Request for Review" to the General Manager of Community

Services by email to parksandrec@brant.ca, or in person or by mail to 944 Powerline Road, Paris, Ontario, N3L 0B2, which shall be submitted within 30 days of receiving notice of the rescission, and shall include the following information:

- (a) A copy of the Notice of Rescission, or such other documentation provided by the Director of Parks and Recreation to affect the rescission of the Community Partnership Status;
- (b) An identification of an error made by the Director of Parks and Recreation in the determination to rescind the Community Partnership Status;
- (c) The reasons for requesting a review;
- (d) The reasons why the General Manager of Community Services should overturn the decision of the Director of Parks and Recreation; and
- (e) Any other information or documentation that the General Manager of Community Services consider during the review.

Upon receipt of a "Request for Review", the General Manager of Community Services may do any one or more of the following:

- (a) Deny the request;
- (b) Request additional information from the Director of Parks and Recreation;
- (c) Request additional information from the organization that submitted the Request for Review;
- (d) Request a meeting with either the Director of Parks and Recreation and a representative of the Organization, or both of them;
- (e) Submit the matter to the Chief Administrative Officer and Council, for consideration;
- (f) Reinstate the Community Partnership Status.

The decision of the Chief Administrative Officer shall be final.

SCHEDULE “A”

Community Partnership Application Form



Community Services

SUBJECT: Community Partnership Policy

Policy #:	
Effective date:	
Amendment date:	
Replaces:	

PURPOSE

The Community Partnership Policy is designed to identify, and support, established, new and emerging County of Brant non-sanctioned and sanctioned not-for-profit community volunteer groups in the delivery of their programs and services. The Policy is established to enhance leadership, communication, and engagement of community groups. The Policy provides a mechanism to assist staff in determining what resources are available and how the resources should be allocated.

SCOPE

The Community Partnership Policy will help to strengthen community groups, build on their capacity and sustainability as well as connect groups across the County.

Capacity building is the process by which we strengthen a community group’s ability to fulfill its mission. This process includes providing community groups with access to space, resources, best practices, and guidance. It is important to note that the County is not responsible and will not be liable for any actions, directions, or decisions, whether interim or final, of any community group, their executive, or their membership.

The Community Services Department uses a community development approach to build the capacity of community groups, engage local volunteers, and sustain programs that the department does not have the resources to implement. Community Services staff support community groups on an ongoing basis and cultivate relationships to respond to the unique needs of new and established organizations.

DEFINITIONS

Community Partner – a volunteer-based group established to fill a void in service or provide a priority community service. The Community Partner will support and enhance the County of Brant’s strategic priorities by offering programming, services, information, and community events to the County of Brant residents.

Executive – an appointed liaison from the Community Partner, board of directors or established and appointed/elected committee chair role.

Sanctioned Community Group – registered not-for-profit community group or agency with an organizational and financial accountability structure (e.g., Minor Sports Group).

Non-Sanctioned Community Group – non-registered, not-for-profit community group with no formal structure and/or financial accountability (i.e., Neighbourhood Associations).

Emerging Community Group – newly formed Community Partner (6 months or less) providing programs and/or services currently not offered by the department or any established Community Partner.

One-time Community Group – Community Partner that provides a program, event and/or service currently not offered by the department or established Community Partner (e.g., a one-time partnership for parks, facilities, and/or recreational services).

Government Sponsored Program - recreational, educational, and/or other programs intended to support social, physical, and/or mental benefits to residents (e.g., Early ON, Safe Zone, Brant County Health Unit Programs).

County of Brant Facility Space - refers to County-owned and County-administered recreational facilities and spaces that are available for rent.

POLICY DETAILS

Community Partnership Supports:

The full list of potential supports outlined below varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Staff liaison(s) to assist Executive in a facilitating capacity;
- b. Access to Council-approved discounted rates for use in County of Brant Facility Space; and in the case of groups offering community events and programs that are within the mandate of the Community Services Department, such discounted rates are only available at the discretion of the Director of Parks and Recreation;
- c. Information on provincial and federal funding resources and local opportunities, which may include County of Brant community grant program funding;
- d. Marketing and publicity assistance through the Community Contact Listing, access to indoor display boards, outdoor signage and the County's website at nominal or no cost;

- e. Discounted rates for Community Service Guide advertising;
- f. Cost sharing opportunities;
- g. Priority booking of County ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sport fields in accordance with Council approved 'Sport Allocation' policy and Community Services Fees & Charges By-Law;
- h. Access to priority bookings through the County of Brant's Joint Use Facilities Agreement with both the Grand Erie District School Board and the Brant Haldimand Norfolk Catholic District School Board;
- i. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) free of charge for up to;
 - Once per month for a maximum of four hours for the purpose of an executive/board meeting which only address the business of the community group;
 - Once per year for a maximum of four hours for the purpose of an annual general meeting which includes attendance of a staff liaison(s);
 - Twice per program session (Fall/Winter and Spring/Summer) for a maximum of four hours for the purpose of registrations for those sessions;
 - Discounts for County of Brant Facility Space for 1 special event fundraising initiative annually.
- j. Partnership(s) with Community Services staff to establish service delivery arrangements to facilitate program development (for programs not currently offered by the department or established community group).

Emerging and Non-Sanctioned Community Group Supports:

Emerging Community Groups and Non-Sanctioned Community Group(s) need to be supported in a different capacity than Sanctioned Community Groups. To reflect this, and in addition to the Community Partnership Supports, the list below is available to Emerging Community Groups and Non-Sanctioned Community Group(s), designed to facilitate them through the development of their organization/group.

The full list of potential supports outlined below varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Staff liaison(s) to assist with board development, policies and procedures, and incorporation of a not-for-profit community group;

- b. Access to County of Brant Facility Space, excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 35% discount off County of Brant Facility Space rentals for the first year and 20% for the second year;
 - Free access to County of Brant Facility Space rental for community fundraising initiative annually with a maximum value that does not exceed \$750.00.

Emerging Community Group and Non-Sanctioned Community Group support is available for a maximum of 2 years from when the application is approved, unless otherwise approved by the Director of Parks and Recreation.

One-Time Community Group Supports:

One-Time Community Group(s) need to be supported in a different capacity than other community groups. To reflect this, the list of supports below, in addition to the Community Partnership Supports, is available to One-Time Community Groups and varies on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 35% discount off County of Brant Facility Space rentals;
 - Free access to County of Brant Facility Space rental for community fundraising initiative annually with a maximum value that does not exceed \$750.00.
- b. Potential assistance in connecting and benchmarking with other community groups.

One-time Community Group support is available for a maximum of 1 year from when the application is approved unless otherwise approved by the Director of Parks and Recreation.

Sanctioned Community Group Supports:

Sanctioned Community Groups are recognized by the County as valuable partners in meeting community needs for organized programs, community events, and activities. To reflect the responsibility and commitment required to run an incorporated not-for-profit community group, and which responsibility and commitment rests with the Sanctioned Community Group, the supports listed below, in addition to the Community Partnership Supports, will help groups foster their sport, recreation and/or culture mandate and varies on the availability of County of Brant Facility Space, availability of staff liaison(s),

status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these will be available or provided:

- a. Access to County of Brant Facility Space excluding ice, turf, gymnasium, outdoor pool, arena floor, and outdoor sports fields (when available for public use) with:
 - 25% discount off County of Brant Facility Space rental for community fundraising initiative annually with a maximum value that does not exceed \$750.00.
- b. Joint-fundraising initiatives for capital projects, subject to inclusion of a staff liaison(s), Council approval for the project, and inclusion in the County Capital Budget.

Opportunities for Government Sponsored Program(s):

Government Sponsored Agency(s) are recognized by the County as valuable partners in meeting community needs for organized recreational, educational, and/or other programs intended to support social, physical, and/or mental benefits to residents.

The support listed below, in addition to Community Partnership Supports, outlines the County's commitment to ensuring these Government Sponsored Programs are available to residents within the County of Brant. These supports will vary on the availability of County of Brant Facility Space, availability of staff liaison(s), status of community group applicants, the discretion of the Director of Parks and Recreation, and available department resources. The provision of such supports remains solely within the discretion of the County as there is no guarantee that these supports will be available or provided:

- a. Access to Council-approved Government Sponsored Program rate for use in County owned/administered facilities for a maximum of 3 hours per week;
- b. Cost-sharing opportunities;
- c. For existing and historical Government Sponsored Program(s) offering programs not currently delivered by the Community Services Department or an established Community Partner will be permitted access to up to two no charge weekly County of Brant Facility Space rental that have designated staff scheduled for a maximum of four hours, subject to cancellation if a paid rental opportunity emerges or County event requires access to the County of Brant Facility Space.

Groups that are Ineligible for Community Partnership:

The following groups are not eligible for community partnerships with the County:

- a. Groups whose goals, purpose and/or objectives are, or appear to be, in conflict or otherwise not consistent with The Corporation of the County of Brant's values and strategic plan. The determination of this issue rests solely within the discretion of the County of Brant.
- b. Political parties or other groups with a political, social, or religious doctrine primarily designed to persuade the public to adopt a particular view, as determined by the County of Brant, in its sole and absolute discretion.
- c. Groups or organizations that are geared to obtaining profit or pursuing sales of any goods or services, as determined by the County of Brant, in its sole and absolute discretion.
- d. Groups that duplicate the services of other community groups, unless it can be shown that an existing community group cannot meet the needs of residents and additional facilities/locations/groups are required, as determined by the County of Brant, in its sole and absolute discretion.
- e. Any group or organization which may bring the reputation of the County of Brant into disrepute, as determined by the County of Brant in its sole or absolute discretion.

Application for Supports:

To be considered for supports, applications must be submitted with the following documentation:

- a. Evidence of the groups primary mandate to provide recreational, art/cultural, social and/or sport program or service that meets community needs;
- b. Contact telephone number/website/email address for public inquiries;
- c. Where applicable, confirmation of Articles of Incorporation (Not-for-Profit) or Registration Letter verifying charitable status or charter membership of a Provincial/National/International not-for-profit organization;
- d. Where applicable, Executive (minimum of three) including names, addresses and telephone numbers (submitted to staff liaison after each Annual General Meeting);
- e. Certificate of Insurance as per the requirements of The Corporation of the County of Brant;
- f. Schedule of programs, events and services the group currently provides or is planning on providing;
- g. Letter of intent and/or a business/operational plan outlining the intended program/project;

- h. Where applicable, evidence demonstrating the right to operate the program from a Provincial or National Governing body;
- i. Where applicable, a complete financial statement of the previous operating year's expenditures and revenues, and a budget for the next operating year, signed by two authorized officers;
- j. Other information may be requested or required by the Community Services Department.

Approval of Community Partnership Status:

Applications for Community Partnership will be approved by the staff liaison(s) or designate. Upon approval, Community Partners are required to sign a Community Partnership contract with the County. This contract requires each group to adhere to the requirements and stipulations outlined in the Policy and any changes deemed necessary, and such other terms as the County of Brant may consider reasonable or necessary.

Approvals for partnership status are granted for a maximum of two years from the date of approval. Community Partners must re-apply to renew their status – approval is not guaranteed in subsequent years. As a condition of approval, all outstanding debts to the County must be paid in full or an agreement regarding retirement of the debt must be in place.

New community groups and existing Community Partners that require additional support in successfully adhering to the requirements of this policy may be offered community partnership status on a probationary period. The staff liaison(s), or designate, may attend the Board of Directors/Executive board meetings of the community group under probation in a non-voting capacity.

Availability is subject to submission of applications by the established deadlines annually.

****Existing or newly negotiated agreements between the County of Brant and Community Group(s) supersede administration of the Community Partnership Policy.***

Community Partner(s) Responsibilities:

All Community Partners must:

- a. Strictly adhere to this Community Partnership Policy, as may be amended from time to time;
- b. Ensure all members/participants adhere to the County's policies and procedures outlined in the contract(s) with the County of Brant;
- c. Provide immediate notice to staff liaison(s) of any changes in the group's executive/board or constitution;

- d. Maintain up-to-date membership lists;
- e. Provide the County with an updated insurance certificate prior to policy expiration date, where applicable;
- f. Respect the intent of the County of Brant Facility Booking Policy, as amended from time to time, and comply with both the County of Brant Sport Allocation Policy and County of Brant Facility Cancellation Policies;
- g. Promote and help build healthy and active communities in the County of Brant in an atmosphere of mutual respect, transparency, fairness, and open communication;
- h. Ensure that the actions of the group and its members do not bring the reputation of the County of Brant into disrepute.

The County of Brant's Responsibilities:

The County of Brant reserves the right to request additional information at any time, act as a liaison for the group, be present at the Annual General Meeting and monthly meetings if required at the direction of the Director of Parks and Recreation and allocate facilities according to the County of Brant Facility Booking Policy.

The County of Brant's relationship with volunteer community groups receiving support under the Community Partnership Policy is based on support and guidance. The County is not responsible for the decisions and/or actions of any group or its members. Accordingly, the County will not act as a review body for any such group, except to the extent that the actions of a group put the group in contravention of this policy.

Applications are assessed in accordance with the supports published by this Policy. Notification of acceptance or ineligibility will be sent in writing. The County will review applications and respond to the applicant group within a timely manner.

Termination of Community Partnership Status:

Status may be rescinded by the Director of Parks and Recreation and future requests for assistance may be denied if the group:

- a. Fails to operate in a financially responsible manner;
- b. Fails to uphold other County of Brant Policies (e.g. Facility Booking, Sport Allocation, etc.);
- c. Revokes its constitution, by-laws or operating guidelines;
- d. Acts in contravention of the group's constitution, by-laws or operating guidelines;
- e. Acts in contravention of this policy;
- f. Abuses the services and privileges offered to the group as a Community Partner of the County;
- g. Violates municipal by-law or provincial or federal legislation;
- h. Fails to abide by applicable policies of the County of Brant;

- i. Fails to abide by a ruling from the Ontario Human Rights Commission regarding the group's actions;
- j. Brings the reputation of the County of Brant into disrepute;
- k. County funding (or allocation thereof), or resources (or allocation thereof) is no longer available; or
- l. Fails to provide documentation as requested by the County of Brant, including but not limited to financial records, participant/membership lists, meeting minutes, promotional material, policies, and procedures at any time.

SCHEDULE “A”

Community Partnership Application Form

Community Partnership Application

Group Name:

Address:

Website:

Type of Group:

(Service Club, Sport Group, etc)

Contact Name:

Email:

Phone Number:

Secondary Contact Name:

Email:

Phone Number:

Does your Group have social media accounts?

If yes, please list all accounts

How many people are involved in your Group or on your board?

Please provide a brief description of your Group's mandate and history.

Please describe some of your Group's key events/activities/initiatives. *Please include key dates and annual scheduled activities.*

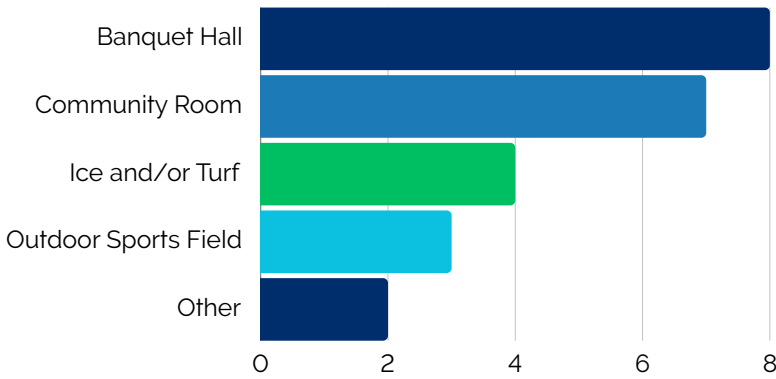
What is the main source of revenue for your Group?
Please list any grants your organization/group receives.

Please explain some challenges your Group are experiencing.

Community Partnership Policy - Engagement Report

November 10 - December 13, 2023

What type of County of Brant facility space is your group currently using?

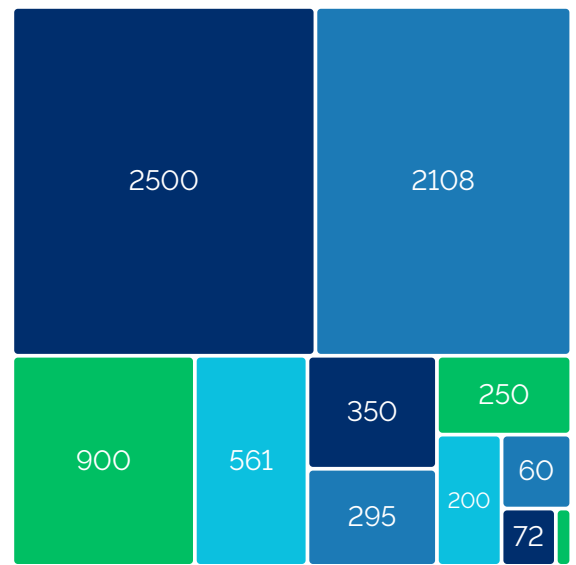


12

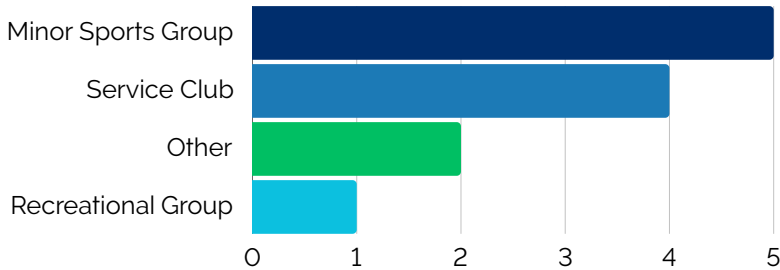
Contributions

Online/Hard copy submissions

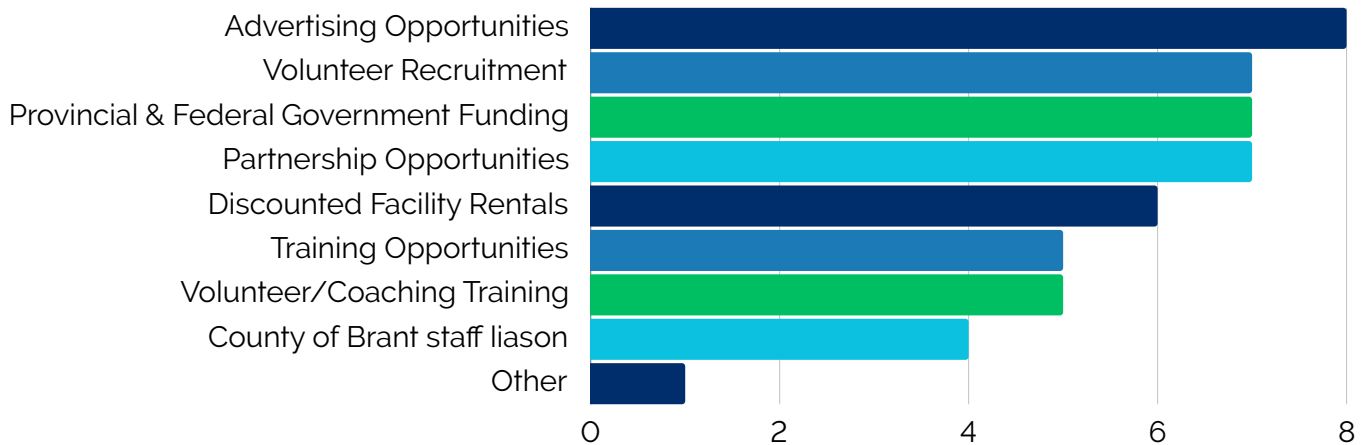
What are the total number of facility space hours your group utilizes at a County of Brant operated facility per year?



Select the category that best describes your group.



In addition to facility space, which of the following supports would your group benefit from?



Community Partnership Policy Feedback

Consultation was held on Wednesday June 12 at the Legion

Led by Heather Keam

Input from 14 people from 9 clubs/groups:

- Optimist Clubs of Paris, Scotland & Burford
- Masonic Lodges- Burford & Scotland
- Lions Clubs- Buford
- Buford Connects Community volunteer group
- Burford Seniors Housing
- Burford Soccer Association

Overall notes from the session:

- The policy went to committee in May and was passed and was going to council on May 28- recommendation at council to table decision for 1 month
- Purpose of the policy is so that everyone treated equally
- 76 groups impacted- Limited engagement (12 groups)
- They won't have time for engagement so we have until September/October
- Some flexibility for grandfathered groups

Large group discussion – County of Brant response in RED.

- Service clubs should be called out because they're different from neighbourhood groups, sports clubs. **Staff will update the description to include service club as an example, please see below. Also, at a later point below staff have addressed the concern with using the term sanctioned.**
Sanctioned Community Group – registered not-for-profit community group or agency with an organizational and financial accountability structure (i.e., Service Clubs, Minor Sports Group).
Non-Sanctioned Community Group – non-registered, not-for-profit community group with no formal structure and/or financial accountability (i.e., Neighbourhood Associations).
- They need to consider financial implications (clubs rely on community donations and some have very small budgets) **Through this policy, the County is committing to offer the following: Staff Liaison, access to discounted rates for community events and programs, information on funding resources, marketing and publicity assistance, discounted rates for Community Services Guide, Cost sharing opportunities (could be capital projects), priority booking for sports fields/ice, etc., free meeting room space. There is no financial commitment from a community group in this policy. Nothing has been taken away from a community group in this policy, only supports have been added in this policy.**
- They don't understand what the clubs do. We're leaders in the communities, creating new facilities, events, opportunities. **We recognize all the great work all the County's**

Service Clubs and Community Groups do. This was highlighted and the focus of the first Annual Volunteer Recognition Ceremony that was held in December 2023.

- The Ayr news mentioned subsidies for clubs. - ie : the arena space was donated but it's important to remember that the fundraising revenue got put into the community.
 - if you put the volunteers in too tight of constraints, they won't want to continue. Purpose of the Policy:

“The Community Partnership Policy is designed to identify, and support, established, new and emerging County of Brant non-sanctioned and sanctioned not-for-profit community volunteer groups in the delivery of their programs and services. The Policy is established to enhance leadership, communication, and engagement of community groups. The Policy provides a mechanism to assist staff in determining what resources are available and how the resources should be allocated”.

- Things have changed over time and the volunteers are feeling controlled and not trusted. County has to recognize that we ought to trust our service clubs. The County of Brant trusts all Service Clubs and has no intentions of controlling the services provided by them.
- The fish fry used to have 700-800 people. Staff won't let you rent too far in advance. But the public can do it years in advance! Staff are currently working on updating the facility booking process to accommodate larger event bookings in advance, this event could be included in this.
- The service clubs will be closing if we don't have more support from the county. The County has developed this policy to support Service Clubs and Community Groups.
- It seems like the county is running it like a business with a goal to turn a profit. If the clubs have to pay more or work harder then clubs aren't able to sustain themselves.
- The clubs can work magic to lower costs that would otherwise be the county's responsibility. County of Brant staff are to be fiscally responsible partners and can assist with lower costs for programs.

How can this policy help the service clubs and communities? How can this be a policy so that it supports and keeps clubs alive? The policy ensures all Service Clubs and Community Groups have an equitable number of resources. The policy will be reviewed regularly by the County and Service Clubs/Community Groups to meet ongoing changes and future needs of Service Clubs/Community Groups.

We went into small groups and talked about the policy and here are our recommendations:

What we like:

- The identification of a staff liaison to support the clubs
- Existing/newly agreements supersede this policy (pg 7)
- To view the document before it was implemented
- We like the idea of support but don't want it when it comes with control

In speaking with legal staff, the County requires control of the supports listed in the policy as fiscal circumstances could change. In addition, the supports are available; however, groups are not required to utilize all the supports outlined in the policy if they don't want to.

What we would alter:

- The descriptions of the groups don't align with the groups that are in the county- Service clubs are not authentically represented. Why are you using the language of sanction? That is not used in the community.

In speaking with legal staff, they have suggested the policy could be updated to use terms such as "authorized" OR "endorsed" rather than sanctioned. Please let me know your thoughts.

- Why change what is working well- can this policy be about what has worked and only add what needs to change that is not working?

Its not about what is working and what is not working, its about meeting existing needs, providing the same supports to all service clubs/groups and opening the door to new and emerging groups. Again, service clubs/groups can choose to utilize the supports within this policy or not.

- Termination language does not work for the clubs

Staff will update the termination language and include an "appeal process".

Further information is provided below regarding the County's position legally.

- Application for partnership needs to be altered- its too much information and no real reason for collecting it-No need to see minutes/financial or membership

In reviewing this section with legal, we can work on simplifying this section, and remove sections like the request for financial statements/operating budgets (i.e. (i) on pg. 7, etc.

Keep in mind, we may not require certain information from long-standing groups like service clubs but may require it from new/emerging groups. The staff liaison would make sure this process is easy for all our community partners. It is not our intention to create work for our volunteer groups.

- Varying rates (pg 4) discounts but only if low fundraising return

What this is saying is the County will offer Free space to host a fundraising event annually, but the maximum rental cost cannot exceed \$750.00. The County must budget accordingly for rental expenses like staffing, cleaning, etc., with no revenue to offset.

- Discounts should be 50% this will show equity between county and partners

Historically and current Fees & Charges By-Law has 25% for the discount.

- Ineligible parties- at sole discretion of one county staff. This should be done as a partnership.

This does not impact existing community groups/service clubs and will be reviewed by the Community Services Department annually.

- Less overreach on groups (pg3 i) Staff liaison at meeting

As mentioned before, supports are optional, and if your group does not want a staff liaison to participate in meetings, it is not required.

- The list of community partnerships support- more equitable commitment on the part of the county. Groups have to do more work for the policy than county does. (pg 7-8)

As mentioned above, through this policy, the County is committing to offer the following: Staff Liaison, access to discounted rates for community events and programs, information on funding resources, marketing and publicity assistance, discounted rates for Community Services Guide, Cost sharing opportunities (could be capital projects), priority booking for sports fields/ice, etc., free meeting room space.

This is a lot of additional work to the County, a dedicated staff person to be available to assist if needed with over 60 Community Groups and who knows how many new and emerging to come. The implementation of this policy spans across various division within the Community Services Department, and it will be

	<p>an ongoing collaboration with the County and Community Partners to make the Community Partnership Program successful.</p> <p>As mentioned, the County's intent was to launch this policy/program with existing community groups first. It was understood that this initial launch would be trial and error and require some tweaking. The intent is to sit back down with existing community groups after 6 months to see what is working and what is not and update the policy/program accordingly, with the goal of creating a very successful community partnership policy/program.</p> <ul style="list-style-type: none"> Community guide should be free for service clubs <p>Each County department budgets and pays for the cost their own pages in the guide. Discounted rates are a fair opportunity for community partners.</p> <ul style="list-style-type: none"> The joint fundraising for capital project should be added to the Community partner section <p>We will include Joint Fundraising for Capital Projects to the policy.</p> <ul style="list-style-type: none"> Why was the decision for a biannual application is too much paper work for both <p>This would be to update membership, double check that no information has changed (i.e., contact information). The staff liaison would assist with this and ensure that there is not a lot of paperwork required. Could be just simple email correspondence.</p> <ul style="list-style-type: none"> Clubs who are part of a recognized body (national or international) should not have to be approved by county. They are already are governed and don't need more <p>The County is not approving a club but would require certain information for groups to be considered a community partner. There must be criteria outlined, the County can't just accept anyone can be a community partner.</p> <ul style="list-style-type: none"> Language- "potential" " no guarantee that supports available" This is to loose and not conducive to partnership. It can be seen as a way out to support. <p>The County's financial situation could change and could impact this policy and what supports are offered in the future. Its not something we hope to ever see, but legally the County needs a way out.</p> <p>Also, there are items in this policy that may not apply to the Burford Optimist for example, but would for other community groups, the County deals with many groups, and some do unfortunately become controversial where the County may want to stop supporting, with the ability to exit from provision of supports in the policy.</p>
<p>What is missing</p>	<ul style="list-style-type: none"> The feeling that this policy is not a genuine partnership- lack of trust <p>Community Services staff feel the opposite, the long-standing relationship between the County of Brant and Service Clubs speak for itself.</p> <ul style="list-style-type: none"> Respect for service clubs- seen as a burden that needs to be subsidized and not as an investment. Service clubs across the county have put in million of dollars in projects and service- playgrounds, parks, programs, events ect. <p>The County of Brant appreciates all the fundraising projects/initiatives over the years. Once the project is complete, the County would assume the infrastructure and takes on full responsibility for the ongoing asset management, capital maintenance and associated operating costs unless otherwise noted in the Council approval for the project. This is in addition to the Council approved portion of upfront capital costs.</p> <ul style="list-style-type: none"> Purpose- needs to be more equal. Right now its all about the county and it should be more about the partnership. The purpose of this policy should be about both community groups and county- if it is really a

partnership. Example “ *this policy is about building relationships between county and community groups so that there is mutual benefits and supports so that there is sustainability of services and programs across the county*”

Community Services Department will seek Council approval to ensure the policy/program is sustainable.

- The purpose and scope of the policy talks about building capacity, resources and guidance but it is not listed in the County of Brant responsibilities. It also does not outline how it will be done or what clubs expect

Once Council approves the Community Partnership Policy, it is the Community Services Department’s responsibility to adhere to the purpose and scope of the policy as well as implement and adhere to the supports outlined.

<p>What to add:</p>	<ul style="list-style-type: none"> An appeal process for groups who feel like they are not getting what is agreed to in the policy <p>As mentioned, the review of the policy will be ongoing. In speaking with legal staff, we will work on drafting an appeal process for groups in this policy.</p> <ul style="list-style-type: none"> Standard booking procedure- first come first served. There are groups who do annual events on the same weekend for 20 years and they should be able to book it more than a calendar year in advance <p>This is not part of this policy. This fits within the Sport Allocation Policy, which is up for review, and community groups will have an opportunity to provide input.</p> <ul style="list-style-type: none"> Service clubs should be its own category and not clumped in with others <p>Please confirm if the Burford Optimist Club fits within the following definition.</p> <p>“Registered not-for-profit community group or agency with an organizational and financial accountability structure”.</p> <ul style="list-style-type: none"> Groups should be notified 6 months in advance for any changes to the policy <p>The County of Brant would not change anything in this policy without consulting or advising our community partners, we can include this language under County responsibilities.</p> <ul style="list-style-type: none"> Continue existing agreements with clubs <p>The policy already indicates the following:</p> <p>*Existing or newly negotiated agreements between the County of Brant and Community Group(s) supersede administration of the Community Partnership Policy.</p> <p>Noting that community groups would also have access to the community partnership policy/program in addition their existing agreement.</p> <ul style="list-style-type: none"> Make it simple as volunteers are people who work during the day and want to use their volunteer time for community and not paperwork and county rules. <p>The purpose of the staff liaison support is to minimize paperwork for community groups.</p>
<p>Risk of losing clubs</p>	<ul style="list-style-type: none"> Reduction of free community events and activities and less volunteering opportunities Additional cost to count to implement and track rules and regulations Reduction of clubs Additional cost to count to provide services as they will have to take what clubs do Lose out on what is happening in the community- clubs know Reduction of funds that go directly into the community (fundraisers) <p>The County of Brant appreciates the concerns presented and hope the implementation of the community partnership policy/program will solidify relationships and improve programs for all communities in the County of Brant.</p>
<p>How can county support clubs:</p>	<ul style="list-style-type: none"> Promote and highlight what the service clubs do in the community <p>This is included within the Policy already.</p> <ul style="list-style-type: none"> Organize a volunteer campaign- promote volunteering with the clubs in the community <p>This is included within the Policy already.</p> <ul style="list-style-type: none"> Maintain a list of clubs and be the connector to clubs and programs <p>This currently exists and is promoted. The policy aims to enhance this service to community groups.</p>



County of Brant Council Report

To: The Mayor and Members of County of Brant Council
From: Zach Gable, Director of Economic Development and Tourism
Heather Boyd, General Manager of Corporate Services
Date: December 17, 2024
Report #: RPT-0549-24
Subject: St. George Children’s Center Funding Request
Purpose: For Information and Direction

Recommendation

That RPT-0549-24 “St. George Children’s Center Funding Request” be received as information;

And that staff be directed to share information on the Community Grant Process with St. George Children’s Center.

Strategic Plan Priority

Strategic Priority 6 - Stable and Responsive Governance

Impacts and Mitigation

Social Impacts

The County of Brant receives requests for funding from various organizations each year. The Community Grants Program, administered through the Brant Community Foundation is the County’s preferred venue to provide financial support in the form of capital, operating and/or event grants.

Environmental Impacts

There are no environmental impacts anticipated as a result of the recommendation of this report.

Economic Impacts

St. George Children’s Center is seeking financial support towards an estimated \$94,000 capital project cost. Under the County of Brant Community Grants Program, they could be eligible for a maximum of \$10,000 in 2025. Any request beyond what could be awarded through Community Grants has not been provided for in the 2025 draft budget to be presented for Council’s consideration in January / February 2025.

Report

Background

On November 19, 2024 a delegation was received by the Administration and Operations Committee from St. George Children's Center requesting funding to assist with replacement of the windows in their building. The following recommendation was additionally made: *that the funding request be referred to staff to provide a report on further financial details and grant opportunities regarding the St. George Children's Center, at the subsequent committee meeting.*

Staff are of the understanding that St George Children's Center is a non-profit, licensed day-care currently enrolled in the Canada-Wide Early Learning and Child Care plan. St. George Children's Center owns 39 Beverly St W, St. George, the building was designated as a heritage structure in 1986. Subsequently, per the designation by-law, replacement of the windows may require a heritage alteration approval from Council, first based on a recommendation from the Heritage Advisory Committee.

Analysis

St. George Children's Center had previously reached out to staff (via the Mayor's Office) to help explore financial assistance with replacement of the 90 windows in the building, with a cost estimated at \$94,000. The property is located outside of the existing St. George Community Improvement Project Area and hence, would not be eligible under the County's Community Improvement Plan.

Staff examined a few different avenues of support. While the property is Heritage Designated, as the project is just window replacement it would be unlikely to be supported by any external heritage funding opportunities. This property, given its assessment category, is also not currently eligible for the County's Tax Rebate Program for Eligible Charities, governed by By-law 57-23.

As a non-profit organization, St. George Children's Center would be eligible to apply to the County of Brant's Community Grants Program for a capital project grant up to a maximum of \$10,000. This would not preclude the Center applying for additional funds in future years if the project was phased. The Grants Program application window opens January, 2025, closes February, 2025 and will be awarded sometime in the Spring. As part of the application process, St. George Children's Center would be required to provide further financial details about their organization, funding sources and the proposed project budget.

Alternatively, Council could make a recommendation to either make a contribution to St. George Children's Centre's project or to request a Decision Package be prepared for consideration as part of the 2025 Budget Deliberations. Staff are not recommending either of these options in light of precedence that would be set for other applications to come forward, bypassing the Community Grants Program.

Summary and Recommendations

Staff have reviewed St. George Children's Center's request for financial support toward the replacement of windows at their facility, which is a property designated under the Heritage Act. At this time, it would appear that the County's Community Grants Program is the best options for a contribution to be considered in a fair and consistent manner with all such requests received.

Attachments

None

Reviewed By

Melissa Connor, General Manager of Strategic Initiatives

Copied To

Alison Newton, CAO
Heather Mifflin, Treasurer
Dustin van Engen, Manager of Taxation and Revenue

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No



County of Brant Council Report

To: The Mayor and Members of County of Brant Council
From: Adam Crozier, Director of Corporate Strategy
Date: December 17, 2024
Report #: RPT-539-24
Subject: Final 2024-2027 Strategic Plan
Purpose: For Approval

Recommendation

That the refreshed County of Brant Strategic Plan “Our Future Brant” attached as Appendix 1 be approved.

Executive Summary

This report provides an update to RPT-422-24 presented at the November 5, 2024, meeting of the Policy Development Committee following consultation with members of Council regarding the final draft of the revised County of Brant Strategic Plan. This Strategic Plan updates the original version of “Our Future Brant” approved by Council in September 2019 with revised Strategic Priorities, Goals, and Actions, while retaining the same focus of the current Strategic Plan, and with a time horizon just beyond the term of the current Council. This report outlines minor modifications made to the original draft update.

Strategic Plan Priority

Strategic Priority 6 - Stable and Responsive Governance

Impacts and Mitigation

Social Impacts

The social impacts of the draft Strategic Plan are intended to be positive owing to the focused governance of the County towards the continued success of the County of Brant.

Environmental Impacts

The draft Strategic Plan proposes to include elements associated with the upcoming Climate Action Plan which intends to develop corporate and community-based priorities and actions to respond to County’s declaration of a climate emergency, and the importance of reducing greenhouse gas emissions.

Economic Impacts

The draft Strategic Plan intends to foster an environment of fiscal sustainability, economic development and economic competitiveness as these remain significant priorities to ensure the continued viability of the County of Brant as a whole.

Report

Background

On November 5, 2024, Council through the Policy Development Committee received a draft of the refreshed Strategic Plan, updating the existing “Our Future Brant” that was approved by Council in September 2019. This draft intended to refocus, but not dramatically alter, the priorities and directions of “Our Future Brant” to implement many of the actions that have been undertaken over the past 5 years. This refreshed Strategic Plan is attached as Appendix 2 and intends to focus the efforts of the County until early 2027.

Analysis

Changes from Original Draft (Modifications in *Italics*):

Modification: Action 2.1.1. Advance the implementation of the Official Plan to support focused growth directed to urban settlements to protect farmland, ensure the financial sustainability of new development, *and that new development incorporate market trends in land use.*

During follow up discussions, concerns were noted with the construction of new residential developments not meeting current market trends by balancing the need to create efficient use of land for development while recognizing that parking remains a consistent issue with new developments. The addition to this specific action highlights the need to be mindful of issues associated with land development, specifically residential development, as market trends in the construction of fewer but larger single detached units, and increased development of medium and high-density residential housing units continues to occur in communities that have been traditionally focused for the development of single detached housing.

Modifications: Actions 2.1.1.1. & 2.3.3. These modifications recognize the Council resolution of November 12, 2024, by substituting Actions related to implementing the new County Official Plan through the development of a Community Planning Permit System instead of a traditional Zoning By-law.

Addition: Action 3.3.7 - Complete new Community Safety & Well-Being Plan by July 2025.

Following the presentation of the initial draft staff noted that the new Community Safety & Well-Being Plan, which provides focus to much of the County’s strategies towards social issues and policing related matters, will be updated by July 2025.

Modification: Action 5.3.1. Adopt an environmental mindset when developing plans, strategies, and processes *by applying a climate lens from source to usage for County operations and capital projects.*

During the presentation of the draft Strategic Plan, discussion was held regarding how the Strategic Plan and the County’s recently adopted Climate Action Plan contemplate and evaluate how new initiatives and capital projects contribute to greenhouse gas emissions. This addition intends to strengthen the County’s evaluation of new greenhouse gas emissions and monitors the impact the County’s operations have on greenhouse gas emissions.

Summary and Recommendations

The attached final version of the refreshed Strategic Plan intends to focus the efforts of the County and implement many of the actions that have been completed as outlined in “Our Future Brant,” approved in 2019, during the remainder of the 2022-2026 term of County

Council. Following a period of review, public engagement, Council engagement, the refreshed Plan is presented for Council’s consideration and approval.

Attachments

- 1. Final Strategic Plan
- 2. RPT-422-24 - Draft Strategic Plan Update (Presented at November 5, 2024 meeting of the Policy Development Committee)

Reviewed By

Alison Newton, Chief Administrative Officer

Copied To

Senior Management Team
Halie Gilmore, Project Manager, Corporate Strategy

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

2024 - 2027



COUNTY OF
Brant Simply Grand

Strategic Plan

A charming, prosperous and inclusive community. A place to live, work, and play.

The Vision and Strategic Priorities

A charming, prosperous and inclusive community. A place to live, work, and play.

Strategic Priority 1 **Economic and Financial Resilience**
Utilizing the Long-Term Financial Plan, ensure decisions are made with a broad economic and financial understanding to support County operations and the community at-large.

Strategic Priority 2 **Focused Growth and Infrastructure**
Guided by the new Official Plan, ensure that planning for growth is undertaken in a manner that is proactive and with the necessary infrastructure in place.

Strategic Priority 3 **Healthy, Safe, and Engaged Communities**
Ensure that the decision-making process is equitable to all residents and all communities and is communicated in an accountable and transparent manner.

Strategic Priority 4 **Stable and Responsive Governance**
Ensure the County has the financial, human, and physical resources required to deliver quality, reliable, transparent, and affordable public service to support the broader community.

Strategic Priority 5 **Environmental Sustainability and Climate Action**
Advance climate change mitigation and adaptation at the corporate and community level to support a resilient, sustainable future for all.

The strategic plan, as stated above, contains a vision, priorities, and goals that will guide Council as its works to achieve the desires of the County’s residents. These are high level principles and require a more detailed plan outlining the specific objectives and actions that County Council and its staff will take to achieve the plan.



The Strategic Plan has been segmented into four parts:

VISION An overarching statement of what the community aspires to be.

PRIORITIES Key factors of how the Community's vision will be achieved.

GOALS Specific statements of what the County will do to achieve the County's vision and priorities.

ACTIONS Specific tasks that the County, as an organization, will undertake to meet these goals.

The Vision

As noted, the core of the strategic plan is comprised of a vision for the community, priorities that reflect the vision, and goals to achieve these priorities.

The Vision for the County of Brant:

*A charming, prosperous and
inclusive community.
A place to live, work, and play.*

The vision opens with the notion of a “charming community”. This reflects the word “charm”, which was consistently found throughout dialogue with residents. The concept of “small town charm”, “rural charm”, “natural charm”, “neighbourhood charm”, “historic charm”, “friendly charm” were all frequently cited as aspirations for the community. The concept of charm is multi-faceted and belies a mix of quaintness, heritage, and friendliness.

The idea of a “prosperous community” is derived from the Latin word *prosperus*, meaning “doing well” and likened to flourishing, and thriving. A prosperous community is one that offers many opportunities for citizens to have a rich and full life.

The concept of an “inclusive community” speaks to our desire for citizens and visitors to feel safe, respected, and comfortable in being themselves. It is a place where each person shares a sense of belonging. It is home.

The vision indicates the notion of “place”, which is a broad term and frequently has a deep personal and emotional connection. The County is a “place” for its residents.

Throughout the community engagement process, community members consistently embraced the message of their vision for the County as a place to **“Live, Work, and Play”**. As such, the concept of a place to live, work, and play is the foundation of the vision.



Economic and Financial Resilience

Economic and Financial Resilience

Utilizing the Long-Term Financial Plan, ensure decisions are made with a broad economic and financial understanding to support County operations and the community at-large.

Objective 1.1 Foster a financially resilient corporation and ensure we have the resources to meet the growing and changing needs of our community.

Action 1.1.1. Finalize and integrate the Long-Term Financial Plan into all decisions, plans, strategies, and day-to-day operations.

Action 1.1.2. Utilize the Asset Management Plan to provide more accurate 10-year capital forecasts to balance future financial obligations against new projects and service delivery offerings.

Action 1.1.3. Conduct a development fee review in 2025 to evaluate alignment with industry standards.

Action 1.1.4. Develop a formal capital fundraising program by the end of 2026 to coordinate community involvement and offsetting revenues for new projects.

Objective 1.2. Create a healthy and diverse economy, drive new investment and innovation, build successful downtown cores, and increase communication and engagement to the business community.

Action 1.2.1. Begin the revitalization of downtown Paris through the completion of the Grand River St. N. Reconstruction project by the spring of 2026, and complete the remaining downtown core area by 2028.

Action 1.2.2. Implement the Economic Development Strategic Plan and maximize the strategic location of County employment lands, notably those in Cainsville and Paris.



2.

Focused Growth and Infrastructure

Focused Growth and Infrastructure

Guided by the new Official Plan, ensure that planning for growth is undertaken in a manner that is proactive and with the necessary infrastructure in place.

Objective 2.1 Prepare for required growth through proactive land use and infrastructure planning.

Action 2.1.1. Advance the implementation of the Official Plan to support focused growth directed to urban settlements to protect farmland, ensure the financial sustainability of new development, and new development incorporate market trends in land use.

2.1.1.1 Adopt a new Community Planning Permit System in support of the implementation of the new Official Plan by the end of 2026.

2.1.1.2 Complete Master Environmental Servicing Plans for Oakland/Scotland by the end of 2025, and Oakhill and Burford by the end of 2027 in line with the Official Plan to cohesively identify land use and infrastructure planning needs.

2.1.1.3 Update the Paris Master Servicing Plan by the end of 2026.

Objective 2.2 Expand and support infrastructure to accommodate growth.

Action 2.2.1. Implement water and wastewater servicing and road improvements in St. George by 2026.

Action 2.2.2. Adopt and implement the Parks Master Plan to preserve and grow community access to park spaces.

Objective 2.3 Explore unique avenues to provide affordable housing solutions.

Action 2.3.1 Continue partnership with Central Ontario Co-Operative Housing Federation to seek federal funding to construct affordable co-operative housing in the County of Brant.

Action 2.3.2. Explore non-traditional housing types such as pre-fabricated, modular, and pre-approved designs from CMHC and how best the County can assist with these builds.

Action 2.3.3. Identify means during the development of the new Community Planning Permit System process to assist with attainable housing solutions, including expanding as-of-right zoning in urban areas of the County.

Healthy, Safe, and Engaged Communities

Ensure that the decision-making process is equitable to all residents and communities and is communicated in an accountable and transparent manner.

3.

Healthy, Safe, and Engaged Communities

Objective 3.1 Create and sustain opportunities for residents to be actively engaged in recreational, social, and community activities.

Action 3.1.1. Continue implementation of the Recreation Master Plan and the Arts, Culture and Heritage Strategy in line with recommendations throughout 2025 & 2026.

Action 3.1.2. Increase use of the Brant Transit Program.

3.1.2.1 Increase the rate of trips per hour (utilization rate) from 1.55 trips per hour to 2+ trips per hour by the end of 2025.

3.1.2.2 Achieve a minimum of 27,000 rides for 2025.

Action 3.1.3. Develop a plan to incorporate fixed routes and specialized transit for Council consideration by the end of 2025.

Action 3.1.4. Develop partnerships with surrounding municipalities to investigate integrating transit across municipal borders by the end of 2026.

Action 3.1.5. Collaborate with the City of Brantford to explore developing a City/County Transportation Master Plan. This plan would help guide connected transportation investment and planning moving forward.

Objective 3.2 Provide effective, inclusive, and meaningful ways for the community to learn and engage with the County of Brant.

Action 3.2.1. Implement the actions in the Communication and Marketing Strategy as outlined in 2025-2026.

Action 3.2.2. Create a Public Engagement Framework and Policy to help staff effectively inform, consult, and engage with the community in decision-making by 2025.

Objective 3.3 Support an inclusive, accessible, diverse, and safe County.

Action 3.3.1. Implement Automated Speed Enforcement in 2025 and have camera systems installed in 25% of all current Community Safety Zones by the end of 2026.

Action 3.3.2. Complete a Paramedic Services Optimum Response Model Study in 2025 and complete the new Paramedic Services headquarters by 2026.

Action 3.3.3. Continue to implement the Fire Master Plan.

Action 3.3.4. Develop the Diversity, Equity and Inclusion Strategy and implement actions outlined for 2025 and 2026.

Action 3.3.5. Implement the actions (and provide support to all divisions) as outlined in the Multi-Year Accessibility Plan for 2025 and 2026.

Action 3.3.6. Continue implementation of the Age Friendly Master Plan throughout 2025-2026.

Action 3.3.7 Complete new Community Safety & Well-Being Plan by July 2025.

4.

Stable and Responsive Governance



Stable and Responsive Governance

Ensure the County has the financial, human, and physical resources required to deliver quality, reliable, transparent, and affordable public service to support the broader community.

Objective 4.1 Bolster information sharing, capacity, transparency, and trust.

Action 4.1.1. Refine process for onboarding and educating new members of Council in advance of 2026 election.

Action 4.1.2. Publish, refine, and expand Open Data portal throughout 2025-2026 timeframe.

Objective 4.2. Build a workforce to support the growing needs and expectations of the community.

Action 4.2.1. Using the Long-Term Financial Plan, ensure that staffing resources are consistent to properly oversee both development related growth, and to maintain the enlarged service offerings that result from growth.

Action 4.2.2. Ensure the County has the space to accommodate a changing and growing workforce by completing an Accommodations Study by mid-2025.

Action 4.2.3. Attract and retain diverse talent.



5. Environmental Sustainability and Climate Action

Environmental Sustainability and Climate Action

Advance climate change mitigation and adaptation at the corporate and community level to support a resilient, sustainable future for all.

Objective 5.1 Become a leader in environmental sustainability practices and climate action.

Action 5.1.1. Reduce corporate greenhouse gas emissions and foster resiliency by advancing action items in the Climate Action Plan.

5.1.1.1 Develop a green building standard to reduce GHG emissions and promote resiliency.

5.1.1.2. Devise a plan to retrofit facilities.

5.1.1.3. Create a carbon emission data framework.

Action 5.1.2. Explore innovative renewable energy opportunities across County properties.

5.1.2.1 Create a renewable energy roadmap in collaboration with Brant Municipal Enterprises by mid-2026.

Action 5.1.3. Adopt an environmental mindset when developing plans, strategies, and processes by applying a climate lens from source to usage for County operations and capital projects.

Action 5.1.4. Facilitate an environmentally sustainable community.

5.1.4.1. Create educational materials to support community learning and action.

5.1.4.2. Offer supports for local businesses.

5.1.4.3. Explore opportunities to enhance tree planting on private property.



County of Brant

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Policy Development Committee Report

To: The Chair and Members of the Policy Development Committee
From: Adam Crozier, Director of Corporate Strategy
Date: November 5, 2024
Report #: RPT-422-24
Subject: Draft Strategic Plan Update
Purpose: For Information and Direction

Recommendation

Whereas Council approved its Strategic Plan – “Our Future Brant” in September 2019;

And Whereas following the commencement of the 2022-2026 term of County Council, it was resolved to undertake an update process to the existing Strategic Plan owing to the disruptions to business brought on by the COVID-19 pandemic and a desire to maintain the priorities and directions contained in “Our Future Brant;”

And Whereas County staff have undertaken an engagement process with the public, Council, and senior staff in support of this refresh process highlighting a slight shift in the importance of certain priorities while maintaining a consistent overall focus;

Therefore, that staff report RPT-422-24 – Draft Strategic Plan Update be received as information;

That staff be directed to incorporate comments received on the draft Strategic Plan, its Strategic Priorities, Objectives and Actions, and revise into a final draft to be presented prior to the end of 2024.

Executive Summary

This report outlines suggested revisions and a refocusing of the County of Brant Strategic Plan, originally approved in September 2019. As many of the specific Actions outlined in the original Strategic Plan have been completed, new Actions are proposed. Following a period of public consultation, discussions with the County’s senior management, and a guided session with County Council, the Strategic Priorities have been shifted and amended to reflect a focus on financial and economic sustainability in the post-COVID-19 era. Further focused is placed on the pressures the County and the broader community is experiencing with increasing demands for residential housing development and housing affordability, an increased population - primarily in urban areas, the continued need for stable and responsive governance, and the addition of measures to reduce carbon emissions and to mitigate and adapt to increasing climate change.

Following a review period, staff intend to bring forward a final version with a time horizon to the spring of 2027 for Council’s consideration by the end of 2024.

Strategic Plan Priority

Strategic Priority 6 - Stable and Responsive Governance

Impacts and Mitigation

Social Impacts

The social impacts of the draft Strategic Plan are intended to be positive owing to the focused governance of the County towards the continued success of the County of Brant.

Environmental Impacts

The draft Strategic Plan proposes to include elements associated with the upcoming Climate Action Plan which intends to develop corporate and community-based priorities and actions to respond to County's declaration of a climate emergency, and the importance of reducing greenhouse gas emissions.

Economic Impacts

The draft Strategic Plan intends to foster an environment of fiscal sustainability, economic development and economic competitiveness as these remain significant priorities to ensure the continued viability of the County of Brant as a whole.

Report

Background

In 2019 the County undertook a Strategic Planning process to replace the previous Key Strategic Priorities that Council and staff had followed since 2011, and the Community Vision Statement in place since 2013, and consolidate these values into a single document. In the first half of 2019, a robust public engagement process was undertaken to solicit the opinions of the public, and to determine the priorities of County Council. Adopted in September 2019, *Our Future Brant* contained 6 Strategic Priorities lead by the completion of major Plans and Studies to guide the County through a period of unprecedented growth pressures stretching beyond the original time horizon of the Strategic Plan.

Early in the term of Council elected in 2022, staff brought forward a process to revise the current Strategic Plan including a public survey, in person and virtual community open houses, and a guided session with Council to understand the community's focus in a post-COVID-19 perspective. These sessions were conducted during the first half of 2023 and further information is contained in the Analysis section of this report.

Analysis

Public Feedback and Council Review

In early 2023 the County undertook a public engagement period to seek the community's priorities and opinions. This included a survey hosted on EngageBrant, a virtual guided engagement session, and two Open Houses where residents could speak to County staff. A summary is included below of the top priorities, but strikingly many of the priorities from the 2019 engagement period continued to be a top priority.

Survey summary:

Top five (5) survey responses ranked as 'Very important' or 'Important' included:

1. Protecting green space, farmland and water (634 participants)

2. Learning more about the County's new Official Plan and Provincial policy directives that detail where and how growth will occur and what is protected (589 participants)
3. Ensuring the County of Brant implements best practices related to environmental sustainability and energy management (building design, facility upgrades, carbon neutral etc.) (511 participants)
4. Ensuring Burford, Paris, and St. George downtown cores are thriving and vibrant (498 participants)
5. Protecting heritage such as historical buildings, museums and cemeteries (485 participants)

In essence the protection of green space, farmland and water was consistently the dominant theme throughout the various types of engagements.

A Council session with Glenn Pothier of GLPi was held in late May 2023 to identify some of the common themes that Council had been addressing, with the recent election campaign highlighting the importance many of these issues. Importantly, the perspective of Council reflected the community's response to the public consultation period, albeit with the heightened responsibilities that come with making decisions that balance the needs and desires of all of the individuals and communities Council members represent. While naturally many of the same themes resulting from the public consultation period were presented during the Council session, 3 additional common themes were highlighted:

1. The challenges of decision making without a Long-Term Financial Plan (LTFP)
2. The need to ensure the equitable/fair treatment of all residents and an equitable approach to decision making
3. Affordable housing and increasing housing options in various communities

Following the research phase of the Strategic Plan refresh process, it was acknowledged that preparing a revised Strategic Plan without the fiscal roadmap to guide future decision making was difficult. Originally, the completion of this process was deferred to follow the presentation of the LTFP and the completion of the 2024 Budget process, but many of the steps involved in operationalizing the LTFP and providing its true value to the decision-making process were not undertaken until 2024, with a finalized version expected in the coming month. With this enhanced certainty of the goals and projects to be undertaken over the next 2-3 years and a fiscal roadmap upcoming, staff have prepared a draft version of the refreshed Strategic Plan for Council's consideration and review.

Review of Status of Current Strategic Plan – 5 Years Later

While many of the Actions contained in the current Strategic Plan had a time horizon consistent with the 2018-2022 term of Council, the COVID-19 pandemic had a dramatic impact on corporate operations. At various points work on specific actions halted as senior staff were tasked with managing the impacts of the emergency and ensuring the continuity of day-to-day operations in an environment where rules and regulations changed frequently. Further the general focus of the broader community tended to be on the emergency and ensuring resources directed towards the healthcare sector. Other items, such as the adoption and implementation of the County's new Official Plan intended to guide the growth and development of the County, were subject to the timelines of the Province.

That said, the vast majority of the specific actions identified in the current Strategic Plan have been fulfilled, and most notably, the County new Official Plan received Ministerial approval within the past month. Plans such as the Asset Management Plan and Transportation Master

Plan have been prepared and updated, a new Development Charges By-law has been approved, and most importantly, the Long-Term Financial Plan is nearing completion and ready to be integrated into all facets of County operations. As such, many of the proposed actions in this refreshed version highlight the integration or continued implementation of Plans proposed in the current Strategic Plan to fulfill the far-reaching goals set in 2019. An overview of the final status of these Actions is attached to this report.

Overview of Proposed Refresh

The main tenets of the Strategic Priorities remain consistent from the original Strategic Plan; however, based on conversations with the public, Council, and senior staff, the order of the Strategic Priorities has been amended, and in cases combined to highlight connections between themes in a broader sense. With the Long-Term Financial Plan's importance to the strategic principles and decision making process of Council, staff have prepared a draft refreshed Strategic Plan for Council's consideration, with the following Strategic Priorities and Goals reorganized to recognize current conditions:

1. **Economic and Financial Resilience** – Utilizing the Long-Term Financial Plan, ensure decisions are made with a broad economic and financial understanding to support County operations and the community at-large.
2. **Focused Growth and Infrastructure** – Guided by the new Official Plan, ensure that planning for growth is undertaken in a manner that is proactive and with the necessary infrastructure in place.
3. **Healthy, Safe, and Engaged Communities** – Ensure that the decision-making process is equitable to all residents and all communities and is communicated in an accountable and transparent manner.
4. **Stable and Responsive Governance** - Ensure the County has the financial, human, and physical resources required to deliver quality, reliable, transparent, and affordable public service to support the broader community.
5. **Environmental Sustainability and Climate Action** - Advance climate change mitigation and adaptation at the corporate and community level to support a resilient, sustainable future for all.

Outline of Strategic Priorities and Goals and Rationale for Major Revisions

Strategic Priority 1 – Economic and Financial Resilience

Focused primarily on the importance of the Long-Term Financial Plan to the future viability of the County of Brant both as a corporation and the community at large, the revised Strategic Priority 1 assumes much of the focus from the former Strategic Priority 3 (Economic Resilience), while further incorporating the Long-Term Financial Plan and Asset Management Plan to highlight that the decisions made at both the Council and staff level have major implications on the broader County. With escalating costs following both the COVID-19 pandemic and the resulting 30-year high inflation numbers, the amount of funding required for both traditional service offerings and infrastructure projects, whether renewal or growth related, continue to place pressure on both the corporation and the broader community.

Recent increases to assessment (tax levy) and non-assessment (e.g. Development Charges) revenue sources have maintained service delivery and required capital projects, but these financial increases have consequences on the overall economic health of the community. Coupled with the finalization and incorporation into day-to-day County operations of the Long-

Term Financial Plan and the Asset Management Plan, the need to continue a focus on enabling economic development, large and small, remains the key element of the County's operations that enables the other Priorities to succeed and contributes to the overall vibrancy of the County.

Strategic Priority 2 - Focused Growth and Infrastructure

Comprising elements of the former Strategic Priority 1 and Strategic Priority 4, this Strategic Priority highlights that growth and development will continue to dominate much of the County's attention and focus over the coming years. With the final approval of the County's new Official Plan in October 2024, along with a heightened prioritization of new residential housing development from both the federal and provincial governments, planning for both land use and infrastructure development will be significant. Combining these Strategic Priorities together recognizes the shift in approach that is proposed by County staff towards the implementation of the new Official Plan to cohesively and strategically plan for the development, in a land use and infrastructure sense, that is expected in the County's urban areas in the coming years.

Strategic Priority 3 - Healthy, Safe, and Engaged Communities

Comprising elements of former Strategic Priority 3 and Strategic Priority 4, this Strategic Priority targets a focus on plans and priorities to ensure individual residents feel the County is a progressive, welcome, safe, and inclusive community for all, while respecting heritage aspects and rural and small urban character that is valued by residents. This further incorporates the means to ensure the broader community can connect to Council and its administration to be aware of the measures being undertaken to operate and better the broader community.

Strategic Priority 4 - Stable and Responsive Governance

In essence this Strategic Priority retains its focus and intention from the current Strategic Plan as it serves as the foundation of good governance and administration in the County of Brant.

Strategic Priority 5 - Environmental Sustainability and Climate Action

This Strategic Priority is the only addition to the Strategic Plan to recognize the importance of Council's declaration of a climate emergency in November 2019 following the approval of the current Strategic Plan, and the community's desire for action on climate change. The implementation of the upcoming Climate Action Plan will be the main focus of this Strategic Priority, including audits to better understand sources of corporate emissions, and the facilitation of an environmentally sustainable community.

Monitoring and Reporting

A weakness of the 2019-2023 Plan was inconsistent reporting on the accomplishments of the goals and actions of the Plan; that said, the Plan was adopted a mere 6 months prior to the declaration of the COVID-19 pandemic in March 2020, and for the following 24 months, the primary focus of administering the County was related to the mitigation of the pandemic, with the declared state of emergency only lifted on March 1, 2022. As previously identified, the vast majority of the actions in this plan were completed by the end of 2022 despite the pandemic, and the remaining significant actions have been or are expected to be completed during the following 2-year period.

With the establishment of the Corporate Strategic Division within the Office of the CAO in 2023, a program of centralizing the reporting of significant County projects and initiatives has begun, enhancing the routine of reporting on major initiatives, and more importantly to this

project, monitoring the progression of the actions of the Strategic Plan through its time horizon. Staff are investigating the best methods to visualize and disseminate the progress of the Strategic Plan and its stated actions and will evaluate how best to report on this progress, either through quarterly, biannual, or annual reporting to the Policy Development Committee. Further, staff are working to identify key performance indicators (KPIs) from sources such as the World Council on City Data (WCCD) to correlate the County's performance to other best practices.

Summary and Recommendations

As indicated above, many of the Plans and Projects identified as specific Actions in the current County Strategic Plan have been completed or are expected to be completed imminently. During the consultation period undertaken last year, the current priorities of both Council and the broader community remained consistent, and as such, only minor modifications are proposed, and which focus heavily on implementing and integrating major completed aspects such as the Long-Term Financial Plan and the newly approved Official Plan into County operations going forward.

This draft is presented for the review of Council, and staff intend to bring forward a final version based on this review by the end of 2024.

Attachments

1. Draft Strategic Priorities and Specific Actions
2. Final Review of Original Version of *Our Future Brant*

Reviewed By

Alison Newton, Chief Administrative Officer
Senior Management Team

Copied To

Halie Gilmore, Project Manager, Corporate Strategy

By-law and/or Agreement

By-law Required	No
Agreement(s) or other documents to be signed by Mayor and /or Clerk	No

Solicitor General

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November 29, 2024

His Worship David Bailey
Mayor
County of Brant
david.bailey@brant.ca

Dear Mayor Bailey:

Our government is proud to have a strong working relationship with both our municipal partners and the police services that keep our communities safe. The collective agreement that was reached between the province and the Ontario Provincial Police Association (OPPA) earlier this year reflects this strong relationship and will support our brave women and men in uniform across Ontario.

At the same time, we understand the impact these changes are having on the budgets of municipalities that are served by the OPP, including your own, which is why we are stepping up with additional provincial support. With that in mind, I am pleased to share with you the following proposed billing changes:

- A 3.75 per cent reduction of the total 2023 reconciled costs to all communities to approximate the full (100 per cent) impact of the Ontario Provincial Police Association (OPPA) salary increases, excluding the 1 per cent increase that was built into the 2023 estimates; and
- A 44 per cent reduction on overtime 2023 reconciled costs to all communities;
- A 10 per cent reduction of 2025 invoice amounts to all communities to approximate the full (100 per cent) impact of the OPPA salary increases excluding the 1 per cent increase that was already built into the 2023 estimate.

These changes would provide over \$77 million in relief to OPP-policed municipalities.

The total billing statement that was initially provided to you for 2025, inclusive of the increases resulting from the new collective agreement, was \$6,955,072. Today's proposed billing changes will provide an estimated \$1,023,069 in financial relief for your municipality, bringing the new total for OPP services being billed to your municipality in 2025 to \$5,932,003.

In addition to these changes, the Government of Ontario is continuing its annual \$125 million Court Security & Prisoner Transportation Transfer Payment Program for the 2025 calendar year.

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The province will also be examining options for reviewing the OPP billing model to ensure that it meets the needs of communities across the province.

If you have any questions, please contact Ryan Whealy, Deputy Director of Issues and Legislative Affairs, at Ryan.Whealy@ontario.ca.

Thank you for your continued collaboration, valuable relationship, input and dedication to ensuring the safety and well-being of your community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Kerzner", with a long, sweeping flourish extending to the right.

Michael Kerzner
Solicitor General

BY-LAW NUMBER 123-24

- of -

**THE CORPORATION OF THE COUNTY OF
BRANT**

To repeal By-Law 176-99, as amended
And enact a new by-law to regulate property
entranceways and culverts.

WHEREAS section 8(1) of *the Municipal Act, 2001, S.O. 2001, c.25*, as amended, (*the "Act"*) confers broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enable the municipality to respond to municipal issues; and

WHEREAS pursuant to Section 8(3) of *the Act*, the by-laws of a municipality may (a) regulate or prohibit regarding a certain matter; (b) require a person to do certain things respecting such matter; and/or (c) provide for a system of licenses respecting that matter; and

WHEREAS section 10(1) of *the Act* authorizes that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

WHEREAS section 10(2) of *the Act*, authorizes a single-tier municipality to pass by-laws respecting the health, safety, and well-being of persons and the protection of persons and property; and

WHEREAS sections 23.1 and 23.2 of *the Act* permits a municipality to delegate its powers and duties under *the Act* to an employee of the municipality; and

WHEREAS section 35 of *the Act* further authorizes a municipality to pass by-laws removing or restricting the common law right of passage by the public over a *Highway* and the common law right of access to the *Highway* by an *Owner of Land* abutting a *Highway*; and

WHEREAS section 391(1) of *the Act* provides that a municipality may impose fees and charges on persons; and

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

WHEREAS the Council of The Corporation of the County of Brant deems it desirable to execute these authorized powers by by-law to regulate the placement, construction, and alteration of *Entrances* onto its *Highways*;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. Short Title

1.1 This By-Law may be cited as the “Entrance By-Law”

2. Definitions

2.1 In this By-law:

- (a) “*Act*” means *the Municipal Act, 2001, S.O. 2001, c. 25*, as amended;
- (b) “*Change of use*” means a change to the purposes for which or the circumstances in which a property is used to that after that change, the *Entrance* to the property does not conform to the requirements of Schedule “A” of this by-law;
- (c) “*County*” means The Corporation of the County of Brant;
- (d) “*Culvert*” means a structure that forms an opening through a *Roadway* or *Entrance* whose primary function is to convey surface water;
- (e) “*Entranceway*” or “*Entrance*” means any alteration of a *Highway* that is intended to provide a means of access between the *Highway* and *Property*;
- (f) “*General Manager*” means the General Manager of Operations or their designate;
- (g) “*Highway*” has the same meaning as in the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended;
- (h) “*Modify*” or “*Modification*” means any construction, change, or alteration of an *Entrance* including, but not limited to, paving and repaving;
- (i) “*Officer*” means an individual employed by the *County* for the administration and enforcement of this by-law;
- (j) “*Owner*” means the registered owner, occupant or tenant of a *Property*, or a Person who, for the time being or permanently, is managing or receiving the rent from a *Property*, whether on his own account or on account of an agent, trustee or any other *Person*, or are one or more of the aforesaid;
- (k) “*Permit*” or “*Entrance Permit*” means a permit issued by the County Operations Department for the construction, *Modification*, Relocation or removal of an *Entrance*;
- (l) “*Person*” means a natural person, partnership, or corporation, and includes the heirs, executors, administrators or other legal representatives to whom the context can apply according to law;

(m) “*Property*” means land that may or may not have a building (occupied or unoccupied) or structure;

(n) “*Roadside Ditch*” or “*Ditch*” means a channel alongside a *Roadway* constructed to facilitate drainage of the *Roadway*;

(o) “*Roadway*” has the same meaning as in the Highway Traffic Act, R.S.O. 1990, c. H.8, as amended.

3. Property Entrance Standards

3.1 The Property Entrance Standards, setting out the requirements to construct, *Modify* or relocate any *Entrance* within the *County*, attached hereto as Schedule “A,” are hereby adopted as the municipality’s minimum requirements for an *Entrance*.

4. Application for Entrance Permit

4.1 Every *Person* who intends to construct, *Modify* or relocate an *Entrance* or have a *Change of Use* or cause or permit the construction, *Modification* or relocation of an *Entrance* shall first submit an application for a *Permit* in the form approved by the *County*.

4.2 An application for a *Permit* shall:

- (a) be accompanied by the applicable fee as prescribed in Schedule “A,” and,
- (b) contain a description of the proposed *Entrance*.

4.3 An application for a *Permit* shall be deemed incomplete, and a *Permit* shall not be issued if:

- (a) the application has not been completed in full,
- (b) the *Owner* of the *Property* has not signed the application,
- (c) the party who will be undertaking or will be responsible for the construction, *Modification* or relocation of an *Entrance* has not signed the application, or,
- (d) the application fee has not been paid.

4.4 A *Permit* may be cancelled at any time for a breach of this bylaw, or the conditions and terms of use of a *Permit* that has been issued or for such reasons as the *General Manager* deems appropriate in the circumstances.

5. Entrance Permit Required

5.1 No *Person* shall construct, *Modify* or relocate an *Entrance* or cause or permit the construction, *Modification* or relocation of an *Entrance* unless a *Permit* has been issued therefor by the *General Manager* for said *Entrance*.

6. Compliance with Terms and Conditions of Permit

6.1 No *Person* shall construct, *Modify* or relocate an *Entrance* or cause or permit the construction, *Modification* or relocation of an *Entrance* unless said construction, *Modification* or relocation is conducted in accordance with this bylaw, the Development and Engineering Standards and the terms and conditions of the *Permit*.

6.2 No *Person* shall obstruct or permit the obstruction of any *Roadside Ditch* or *Culvert* upon a *Highway*

7. Enforcement

7.1 The provisions of this bylaw shall be enforced by Officers or employees of the municipality as appointed by Council of the *County*.

8. Inspections

8.1 An *Officer* may, at any reasonable time and without a warrant, enter and inspect any land to determine whether this bylaw, a direction or order made under this bylaw, the terms and conditions of a *Permit* issued under this bylaw, or a court order under section 431 of *the Act* is being breached or complied with.

8.2 For the purposes of an inspection under this bylaw, an *Officer* may;

- (a) require the production for inspection documents or things relevant to the inspection;
- (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- (c) require information from any person concerning a matter related to the inspection including his or her name and address; and
- (d) alone or in conjunction with a person possessing special or expert knowledge make examinations or take tests, samples or photographs necessary for the purpose of the inspection.

8.3 If a sample is taken under subsection 8.2(d) of this bylaw, the sample shall be divided into two (2) parts, and one (1) part shall be provided to the person from whom the sample was taken, if the person so requests at the time the sample is taken and provides the necessary facilities.

8.4 If a sample taken under subsection 8.2(d) of this bylaw has not been divided into two (2) parts, a copy of any report on the sample shall be given to the person from whom the sample was taken.

8.5 A receipt shall be provided for any document or thing removed under subsection 8.2(b) of this bylaw and the document or thing shall be promptly returned after the copies or extracts are made.

8.6 Copies of or extracts from documents and things removed under this section and certified as being true copies of or extracts from the originals by the person who made them are admissible in evidence to the same extent as, and have the same evidentiary value as, the

originals.

8.7 No *Person* shall hinder or obstruct or attempt to hinder or obstruct an *Officer* or any *Person* who is exercising a power or performing a duty under this By-law, including, but not limited to, by refusing to identify themselves when requested to do so by an *Officer* or a *Person* exercising a power or performing a duty under this by-law.

9. Orders

Order to Discontinue

9.1 Where an *Officer* is satisfied that a contravention of this bylaw has occurred, or a condition of a *Permit* has been breached, the *Officer* may make an order requiring the *Person* who contravened the bylaw or who caused or permitted the contravention or the *Owner* of the land on which the contravention occurred to discontinue the contravening activity. The order shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred, and
- (b) the date by which there must be compliance.

Work Order

9.2 Where an *Officer* is satisfied that a contravention of this bylaw has occurred, or a condition of a *Permit* has been breached, the *Officer* may make an order requiring the *Person* who contravened the bylaw or who caused or permitted the contravention or the *Owner* of the land on which the contravention occurred to do work to correct the contravention. The order may require work to be done even though the facts which constitute the contravention of the bylaw were present before the bylaw making them a contravention came into force. The order shall set out :

- (a) to whom the order is directed,
- (b) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred,
- (c) the work to be done to correct the contravention,
- (d) the date by which the work must be completed, and
- (e) a statement that if the work is not completed by the time set out in the order, the *County* may do the work at the expense of the *Person* named in the order.

Order – Modification, Relocation or Removal of an Entrance

9.3 When, in the opinion of the *General Manager*, it is necessary for an *Entrance* to be *Modified*, relocated or removed, the *General Manager* may issue an order to the *Owner* to *Modify*, relocate or remove an *Entrance*. The order shall set out,

- (a) to whom the order is directed;
- (b) set out reasonable particulars as to the reasons for the *Modification*, relocation or

removal of the *Entrance*,

- (i) In the case of a *Modification* or relocation of an *Entrance*, adequate particulars to identify the *Entrance* the order addresses, the work to be done and the date by which the work must be completed.
 - (ii) In the case of a Removal of an *Entrance*, adequate particulars to identify the *Entrance* the order addresses, the method and means by which the removal shall take place and the manner in which the affected area shall be remediated to the satisfaction of the County,
- (c) the date by which the work must be completed, and

10. Change of Use

10.1 If an owner intends on making a *Change of Use* which would require a *Modification* or Relocation of an *Entrance*, the *Owner* shall apply for a *Permit* pursuant to section 4 of this bylaw so as to construct or cause or permit to be constructed an *Entrance* that complies with the requirements of this By-law before such *Change of Use* occurs.

10.2 A permit issued under a *Change of Use* can require that any pre-existing *Entrance* or *Entrances* be removed, and the *Highway* remediated to the satisfaction of the *County*.

10.3 Failing to apply for a *Permit* prior to a *Change of Use* constitutes an offence under this by-law should the *Change of Use* require a *Modification* or Relocation of an *Entrance*.

10.4 Failing to construct an *Entrance* that meets the requirements of this by-law to accommodate the *Change of Use* constitutes an offence under this by-law.

10.5 Failing to remediate any pre-existing *Entrance* or *Entrances* as a result of a *Permit* being issued for a *Change of Use* constitutes an offence under this by-law

11. Restoration, Removal and Remedial Action

11.1 Where any *Person* constructs, *Modifies* or relocates or permits the construction, *Modification* or relocation of an *Entrance* without a *Permit* or fails to comply with the terms and conditions of a *Permit*, the affected portion of the *Highway* may be restored by the *County* at the *Owner's* expense and collected in like manner as taxes.

11.2 Any *Entrance* established contrary to the provisions of this bylaw may be removed by the *County* at the expense of the owner and the *County* may recover any costs incurred, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.

11.3 Where an *Officer* has the authority under this bylaw to make an order to require a *Person* or *Owner* to do a matter or thing, in default of it being done by the *Person* or *Owner*, an *Officer* may enter upon any land at any reasonable time, without a warrant, alone or in conjunction with a person possessing special or expert knowledge, to perform the work at the

Person's or *Owner's* expense and may recover the costs by action or adding the costs to the tax roll and collecting them in the same manner as property taxes.

12. Service

12.1 An order issued under this bylaw may be served personally or served by sending it by regular mail to the last known address of:

- (a) the *Person* to whom the order is directed,
- (b) the *Owner* of the *Property*; and
- (c) any *Person* constructing, *Modifying* or relocating an *Entrance*.

12.2 Where service of an order is made by regular mail, service shall be deemed to have been affected on the fifth day after the order is mailed.

12.3 In addition to serving an order as per section 12.1 of this bylaw, an officer may also place a placard containing the terms of the order in a conspicuous place on the property.

12.4 Where service cannot be carried out under subsection 12.1 of this bylaw, the officer shall place a placard containing the terms of the order in a conspicuous place on the property and the placing of the placard shall be deemed to be sufficient service of the order on the person or persons to whom the order is directed.

13. Penalties

13.1 Any *Person* who contravenes any provision of this bylaw, the terms or conditions of a *Permit*, or fails to comply with an order, direction or other requirement made under this bylaw or any court order is guilty of an offence.

13.2 Every *Person* who is guilty of an offence under this bylaw shall be subject to the following penalties:

- (a) upon a first conviction, to a fine not more than \$10,000.00 and to a fine not more than \$25,000.00 for a second or subsequent conviction;
- (b) If a corporation is convicted of an offence, the maximum penalty that may be imposed upon the corporation is \$50,000 for a first offence and \$100,000 for a second or subsequent conviction and not as provided in subsection (a);
- (c) Upon conviction for a continuing offence, to a fine of not less than \$100 and not more than \$10,000 for each day or part of a day that the offence continues. The total of daily fines may exceed \$100,000.

13.3 For the purposes of this bylaw, an offence is a second or subsequent offence if the act giving rise to the offence occurred after a conviction has been entered at an earlier date for the same offence.

13.4 Every offense shall be deemed as a continuing offence and is subject to, for each day or part of a day that the offence continues, a maximum of not more than \$10,000.00. The total daily fines imposed for each offence may exceed \$100,000.00.

14. General

14.1 The word “shall” is mandatory and not discretionary, and the word “may” is discretionary and not mandatory.

14.2 Words in the plural include the singular, and a word in the singular includes the plural.

14.3 Words used in the present tense include the future.

14.4 Words importing the masculine gender include the feminine and neuter genders.

14.5 For the purposes of this by-law, some words are defined herein, while words not defined in this By-law may have their meaning expressed in other County By-laws as identified herein or shall otherwise be given their usual and customary meaning.

14.6 Schedule ‘A’ forms a part of this by-law.

14.7 Should any section, subsection, clause or provision of this by-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this by-law as a whole or any part thereof, other than the part so declared to be invalid.

15. Rebuttable Presumption

15.1 An *Owner* shall be presumed to have constructed, *Modified* or relocated or causes or permitted to be constructed, *Modified* or relocated an *Entrance*, or contravened or caused or permitted the contravention of the terms or conditions of a *Permit* issued under this bylaw or caused or permitted a *Change of Use*, as the case may be, which presumption may be rebutted by evidence to the contrary on the balance of probabilities.

16. Repeal

16.1 By-law Number 176-99 of the County of Brant, as amended, is hereby repealed.

17. Force and Effect

17.1 This by-law comes into force and effect on the date of passage.

READ a first and second time, this 17th day of December 2024.

READ a third time and finally passed in Council, this 17th day of December 2024.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Sunayana Katikapalli, Clerk

**SCHEDULE A
BY-LAW NUMBER 123-24**

**CORPORATION OF THE COUNTY OF
BRANT PROPERTY ENTRANCE
STANDARDS**

1. Purpose and Review Criteria

The Corporation of the County of Brant shall consider the following criteria when reviewing all applications for new *Entrances* or *Modifications to Entrances*:

- a. Protection of the public through the orderly control of traffic movements on, onto and from a *Highway*, including possible requirements for left and/or right turn lanes and concrete centre median and/or directional islands.
- b. Protection of the public investment in *Highway* facilities.
- c. Minimizing municipal expenditures on maintenance of private *Entrance* ways.
- d. Provision of safe legal access onto municipal *Highways* from adjacent private Property.
- e. Implementation of the *County's* Development and Engineering Standards, Plans, Policies, and By-laws.
- f. When applicable, the recommendation of a Transportation Impact Analysis.

2. Definitions

In addition to the definitions contained in the by-law, in this Schedule,

Emergency Entrance - Provides access to subdivision developments and individual properties for emergency vehicles only, in the event that the main access to the development is not passable.

Adequate measures are to be incorporated in the emergency access to prevent use by private residents or delivery vehicles.

Farm Entrance - Provides access to farm buildings and agricultural lands.

Field Entrance - Provides access to agricultural lands.

Industrial/Commercial/Institutional/Multi-Unit Residential (ICIM) Entrance - Provides access to properties as defined by the Zoning By-Law.

OPSD – means Ontario Provincial Standard Drawings

OPSS – means Ontario Provincial Standard Specifications

Residential Entrance – Provides access to properties as defined by the Zoning By-Law.

Temporary Entrance - Provides access to properties for a limited use and period of time.

Unimproved or Non-Maintained Road Allowance - Means any *Highway* not maintained by the *County* on a year-round basis or a *Highway* containing a roadway cross section not

constructed to a standard acceptable to the *County*. This shall include unopened road allowances.

3. Location of Entrances

The proposed *Entrance* location is to be clearly illustrated on a sketch or site plan which is to accompany the submitted application for a *Permit*.

The sketch or site plan must provide enough information to enable staff to locate it in digital mapping and in a visit to the site. This may include the need to illustrate the distance to buildings or other landmarks like fences, hedgerows, and tree lines, etc. Additionally, the applicant shall visibly stake on site the proposed location.

New *Entrances* must be located so as to provide satisfactory sightlines, grade and alignment in both directions for any traffic using the proposed *Entrance* to the *Highway*.

Upon review of an application for a *Permit*, the *General Manager*, at their discretion, may approve or deny an *Entrance* location.

In general, new *Entrances* will not be permitted at the following locations:

- a) Along a *Roadway* which is identified for the purpose of an exclusive vehicular turning movement;
- b) In close proximity to intersections, other *Entrances*, or bridges;
- c) On an *Unimproved or Non-Maintained Road Allowance*; and
- d) Where the following minimum sight distance requirements, as measured from an eye height 1.08 metres measured 3.0 metres from outer edge of the *Roadway* to an object height of 1.3 metres above the *Roadway* surface, are not met:

Posted Speed (km/h)	Minimum Sight Distance (m)
50	130
60	150
70	170
80	190

Note:

- a) *Entrances* onto low volume and low speed roads (30km/h and 40km/h) may not be assessed for sight distance requirements, except at the discretion of the *General Manager*.
- b) Adjustment for sight distance length based on the approach grade of the road may be required at the discretion of the *General Manager*.

4. Number of Entrances

The number of *Entrances* to a *Property* shall be limited to the number required for the safe and reasonable access to the *Highway* and in general conformity with the following, at the discretion of the *General Manager*:

Residential Entrance – One (1) per *Property*.

Farm Entrance – One (1) per *Property*.

Field Entrance – In addition to the *Farm Entrance*, one (1) *Field Entrance* per *Property* with additional *Field Entrances* permitted when justification is provided that is acceptable to the *County*, based on natural obstructions restricting access across the field, property size and road classification.

ICIM Entrance – Two per *Property*, with a minimum spacing of 30 metres between new and existing *Entrances* to the *Property*. Shared *Entrances* between two (2) *Properties* are encouraged.

5. Entrance Design

The design of the *Entrance*, *Culvert*, sidewalk and concrete curb shall follow the *County's* Development and Engineering Standards and appropriate *OPSD's*. Within rural cross sections, concrete curbs for *Entrance* radii shall not extend above the surface of the *Highway* shoulder and its rounding. All curbs are constructed at the sole risk of the applicant.

Where the *Property Owner* proposes the paving or placement of material other than that of the same type as is on the existing *Roadway* within the *Highway* and said proposal is approved by the *County* the *Property Owner* acknowledges that they are responsible for any replacement or repairs no matter what the cause.

6. Entrance Installation

All work upon *County Highway's* shall be completed by a contractor acceptable to the *County*. The chosen contractor shall submit a schedule of the proposed works, traffic control plan, WSIB, security deposit and proof of liability insurance in an amount acceptable to the *County* for review.

All costs for the *Entrance* installation are the sole responsibility of the *Owner* who shall guarantee the construction and placement of the work for a period of one (1) year from the date of installation. It is the responsibility of the *Owner* to obtain locates of utilities prior to construction and ensure proper cover over and separation from existing utilities is maintained.

7. Entrance Maintenance

Property Owners having an *Entrance* to a *Highway* are fully responsible for the continual maintenance of the *Entrance* including the removal of snow and ice and keeping the portion of the *Entrance* within the *Highway* in a safe condition for vehicular traffic.

Each *Entrance* shall be maintained to the specifications within the *County's* Engineering and Development Standards and to the *Permit* conditions as determined by the *General Manager*. If an *Entrance* falls into disrepair due to neglect, the use of the *Entrance* may be forfeited, as determined by the *General Manager*.

Each *Entrance* to a *Highway* must be designed, constructed, and maintained in a manner that will prevent surface water from the *Entrance* way or from adjoining *Property* being discharged via the *Entrance* onto the *Roadway*.

8. Order of Precedence

Any inconsistencies between sections of this By-law and other documents shall be resolved in accordance with the following descending order of precedence:

- The *Permit*
- The Bylaw
- The *County's* Development and Engineering Standards, as amended.
- Other applicable *County* By-laws, Policies and Plans
- *OPSD* and *OPSS*

9. Entrance Permit Fees

A *Permit* application shall not be considered completed until the applicable fee, as per the Fees and Charges Bylaw, is remitted. Such fee is non-refundable.

10. Cancellation of Permit

Where the *Entrance* has not been constructed to the satisfaction of the *County* within one (1) year of the date of the *Permit* approval, then the *Permit* shall be considered null and void.

BY-LAW NUMBER 124-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To govern Solid Waste in the County of Brant

WHEREAS Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25 authorizes *Council* to enact a by-law respecting any service that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 425 of the Municipal Act, S.O. 2001, c.25 provides that a municipality may pass by-laws providing that any person, or any director or officer of a corporation who knowingly concurs in the contravention of a by-law, is guilty of an offence;

AND WHEREAS Section 446 of the Municipal Act, 2001, S.O. 2001, c.25 authorizes *Council* to by by-law direct that, in default of a person doing that which he is directed or required to do by by-law, such matter or thing be done at the person's expense and may recover that cost by adding the total to the tax roll and collecting in the same manner as taxes;

AND WHEREAS the *Council* of the Corporation of the County of Brant is desirous of enacting such a by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. DEFINITIONS

- a) "*Animal waste*" means excrement from any animal and also includes any material used for the *collection* of excrement from animals and all material contaminated with the excrement.
- b) "*Ashes*" means the solid residue of any fuel after such fuel has been consumed by fire but does not include soot.
- c) "*Appliance waste*" means those items categorized as *appliance waste* in Schedule A, of this By-law.
- d) "*Collectible waste*" means *waste* for which the *County* provides *collection* that is categorized as *collectible waste* in Schedule A of this By-law and other *waste* that is designated by the *Designated County Official* as *collectible waste*.
- e) "*Collection*" means the removal and disposal of *waste* by the *County*.
- f) "*Collection Point*" means a place on the *highway* fronting a property, as close as possible to the edge of the roadway; or that part of a property that has been designated, by written notice, by the *Designated County Official* as the *collection point* for that property, that can safely be accessed by the *Contractor*.

- g) “*Compostable material*” means *food waste* as categorized in Schedule A, of this By- law.
- h) “*Compost Container*” means a container, as defined in Schedule B in this By-law, for the setting out of *compostable material*.
- i) “*Contractor*” means any person or corporation which has entered into a contract with the *County* for the *collection of waste* on behalf of the *County*.
- j) “*Council*” means the *Council* of the Corporation of the County of Brant.
- k) “*County*” means the Corporation of the County of Brant.
- l) “*Designated County Official*” means the General Manager of Operations for the Corporation of the *County* or person(s) designated by them.
- m) “*Dwelling unit*” means dwelling unit as defined in the *County Zoning By-law* as amended or and successor thereto.
- n) “*Eligible property*” means any of the following:
 - i) A residential property that includes a maximum of 3 dwelling units in a detached, semi-detached, or connected form, and where the property has frontage that provides vehicular access to a public street;
 - ii) A multi-residential property which includes more than 3 dwelling units, whereby all units are located on 1 property, where the property has frontage that provides vehicular access to a public street, and where it has been deemed to be an *eligible property* by the *Designated County Official* in accordance with the Technical Guidelines for Waste Collection for Multi-Residential Properties;
 - iii) Condominium Developments which are deemed to be an *eligible property* by the *Designated County Official* in accordance with the Technical Guidelines for Waste Collection for Condominium Developments;
 - iv) *Commercial* and Not for Profit Institutional properties that are located on existing residential solid waste collection routes; and
 - v) Any other property or class of property deemed to be an *eligible property* by notice or by public announcement, made by the *Designated County Official*.
- o) “*Food waste*” means those items categorized as *food waste* in Schedule A, of this By-law.
- p) “*Furniture Waste*” shall mean those items categorized as ‘*Furniture Waste*’ in Schedule A, of this By-law.

- q) “*Hazardous waste*” includes:
- i) Explosive waste, including, but not limited to, wastes that may also produce deadly fumes or vapours when exposed to air or mixed with other materials, and wastes such as aerosol cans (full or partially full) and propane cylinders and tanks;
 - ii) Flammable waste, including, but not limited to, gasoline, motor oil, barbecue starter fluid, varsol, paint thinner and other solvent, and finger-nail polish and remover;
 - iii) Toxic waste including, but not limited to, *wastes* that are poisonous or lethal if swallowed or inhaled, paint (including full or partially full cans), pesticides, motor oil, over the counter and prescription medicine and household and other cleaners;
 - iv) Corrosive *waste* including, but not limited to, batteries (household and automotive), drain opener, oven cleaner, acid, and photographic solution;
 - v) Bio-medical *waste* including, but not limited to hypodermic needles, syringes, *sharps* and medical dressings; and
 - vi) The following as defined in R.R.O. 1990, Ontario Regulation 347/12, as amended pursuant to the *Environmental Protection Act*, R.S.O. 1990:
 - a) hazardous industrial *waste*,
 - b) acute *hazardous waste* chemical,
 - c) *hazardous waste* chemical,
 - d) severely toxic *waste*,
 - e) ignitable *waste*,
 - f) corrosive *waste*,
 - g) reactive *waste*,
 - h) radioactive *waste*, except radioisotope *wastes* disposed of in a landfilling site in accordance with the written instructions of the Canadian Nuclear Safety Commission or the Atomic Energy Control Board,
 - i) pathological *waste* as defined in R.R.O. 1990, Reg. 347, as amended passed pursuant to the *Environmental Protection Act*, R.S.O. 1990,
 - j) leachate toxic *waste*, or
 - k) PCB *waste* as defined in Regulation 362 of the Revised Regulations of Ontario, 1990.
- r) “*Highway*” means *highway* as defined in the *Municipal Act, 2001*, S.O. 2001. c. 25 as amended.
- s) “*Industrial, commercial or institutional waste*” means *waste* originating from a use that would require employment, commercial or institutional zoning pursuant to the *County Zoning*.

- t) *"Ineligible property"* means any property within the *County* that is not defined as an *eligible property* or any property that is deemed by notice or public announcement by the *Designated County Official* as an *ineligible property*.
- u) *"Landfill Site"* means the *waste disposal site(s)* within the *County*, which have been approved by the Ministry of the Environment and Climate Change pursuant to an Environmental Compliance Approval.
- v) *"Leaf/yard waste container"* means a container as *set out* in Schedule B, in this By-law, for the setting out of leaf and *yard waste*.
- w) *"Non-collectible waste"* means the items categorized as *"non-collectible waste"* in Schedule A of this By-law and includes any *waste* item deemed by notice or public announcement, by the *Designated County Official* to be unsuitable for *collection* by virtue of its size, shape, potential harmful effect on the area in which it is *set out* for *collection*.
- x) *"Occupier"* means an *occupier* as defined in the *Occupiers' Liability Act*, R.S.O. 1990, c.0.2, and includes:
- i) a person who is in physical possession of a premises;
 - ii) a person who has responsibility for and control over the condition of premises or the activities there carried on, or control over persons allowed to enter the premises, despite the fact that there is more than one *occupier* of the same premises;
 - iii) any person who is an *owner* or an *occupier* of the property adjacent to the *collection point* or the point where the waste has been *set out*.
- y) *"Officer"* means a person appointed by a By-law of the *County* as a Municipal Law Enforcement *Officer*.
- z) *"Owner"* means the person whose name appears as the registered *owner* of the property according to Registry office records.
- aa) *"Person"* means an individual, association, firm, partnership, corporation, trust, organization, trustee, or agent, and the heirs, executors, or legal representatives of a *person* to whom the context can apply according to law and includes the *owner* and the *occupier* of the property adjacent to the *collection point* or the point where the *waste* has been *set out*.
- aa) *"Prohibited waste"* means items as categorized as such in Schedule A, in this By-law.
- bb) cc) *"Recyclable materials"* means materials categorized as recyclable material in Schedule A of this By-law.

- cc) “*Scavenge*” means to search through and/or remove materials *set out for collection*;
- dd) “*Scheduled collection day*” means the day of the week that *collection* is scheduled to occur for an *eligible property* as determined by *Designated County Official* or by *Council*.
- ee) “*Set out*” means placing or permitting the placement of *waste* and includes the placing or permitting the placement of *waste for collection* and the placing or permitting the placement of *waste* at a *collection point*.
- ff) “*Sharps*” means medical or veterinary equipment intended to be sharp for the purpose of cutting or piercing, and includes medical needles and syringes.
- gg) “*Sticker*” means a label or notice approved by the *Designated County Official* for the purpose of identifying improper *waste containers* or *waste* materials or improperly prepared *waste* materials for *collection*.
- hh) “*Waste*” means all material classifications listed in Schedule A that are disposed of in a system of waste management .
- ii) “*Waste collection vehicle*” means any vehicle used by the *County* or its *contractor* for the *collection of collectible waste* material.
- jj) “*Waste container*” means a container as defined in Schedule B to this By-law ,for the setting out of *collectible waste* material.
- kk) “*Waste Disposal Site*” means (pursuant to the *Environmental Protection Act*, R.S.O. 1990, c.E.19 as amended):
 - i) any land upon, into, in or through which, or building or structure in which, *waste* is deposited, disposed of, handled, stored, transferred, treated or processed; and
 - ii) any operation carried out or machinery or equipment used in connection with the depositing, disposal, handling, storage, transfer, treatment or processing referred to in clause (i).
- ll) “*Waste materials*” means materials categorized as waste materials in Schedule A of this Bylaw.
- mm) “*Yard waste*” means as defined in, but not limited to those materials categorized as “*yard waste* in Schedule A to this By-law.

2. Application and Interpretation of this By-Law

- a) The provisions of this By-law shall apply to all lands within the boundaries of the *County*.

- b) In the event of any conflict between the provisions of this By-law and the provisions of any other statute or By-law, the provisions that establish the higher standard will prevail.
- c) The insertion of headings and the division of this By-law into sections and subsections are for convenience of reference only and shall not affect the interpretation thereof.
- d) Words importing the singular number or the masculine gender include more persons, parties or things of the same kind than one, and females as well as males and the converse. A word interpreted in the singular number has a corresponding meaning when used in the plural.

3. County Waste Collection Services

- a) The *County* shall not provide for the *collection* of any *non-collectible waste*.
- b) The *County* shall not provide for *collection* of *collectible waste* on *ineligible properties* within the *County*.
- c) The *County* shall provide for the *collection* of *collectible waste* from *eligible properties* at designated *collection points*, within the prescribed areas, within the *County*, provided the *collectible waste* materials are *set out* in accordance with the requirements of this By-law.
- d) Waste must be visually distinguishable to the waste collection *contractor* from any other class of *collectible waste* that has been *set out*.
- e) Where a *yard waste collection* program is in effect, defined in this bylaw, eligible properties only in Urban Areas indicated on Schedule 'C' will receive *collection*.
- f) Where an *Appliance waste* and *Furniture waste* collection program is in effect, defined in this bylaw, only single residential properties/units are eligible who receive curbside collection at the frontage of their property/unit.
- g) The *County* shall not collect any *collectible waste* that is not *set out* at the *collection point* prior to 7:00 a.m. on the day of *collection* or that is not *set out* as prescribed by this By-law.
- h) The *County* shall designate the days of *collection*, which may be altered from time to time. Public notification of any change in the days of *collection* shall be advertised by the *County* prior to the effective date of said change.
- i) The provision, maintenance and replacement of reusable *waste containers* are the sole responsibility of the *occupier* or *owner* of the *eligible property*.
- j) The classes of *waste* that are *collectible waste* are as set out in Schedule A to this By-law. The *Designated County Official* may by public announcement, designate certain *non-collectible waste* as *collectible waste* for a specified period of time, for any class or for certain classes of property within the *County* or for prescribed areas of the *County*.

- k) The *County* shall not provide for the *collection* of *collectible waste* from *eligible properties* where the *collection point* is located on a private or un-assumed road unless there is clear, un-obstructed access to such road, sufficient, un-obstructed turn-around space so the *waste collection vehicles* do not have to back up, and adequate, unobstructed access to a *highway*, all of which shall be determined by the *Designated County Official*.
- l) The *County* may delay *collection* of *collectible waste* due to environmental conditions, construction projects, or other health and safety related issues, and shall attempt to notify affected property *Owners* of such changes.
- m) Properly prepared and separated *collectible waste* set out at a *collection point* within the times designated by this By-law shall become the property of the County.

4. Regulations and Prohibitions Regarding Collection of Waste

- a) No *person* shall *set out*, cause or permit the setting out *waste* adjacent to an *ineligible property*.
- b) No *person* shall *set*, cause or permit the setting out of any *non-collectible waste*.
- c) No *person* shall cause or permit to fail to clean up *waste* that has been *set out* and has blown away or otherwise escaped in any manner.
- d) No *person* shall cause or permit to fail to re-secure any *waste* that has been *set out* and become unsecured.
- e) No *person* shall *set out*, *cause* or *permit the setting out of waste* at a location other than the prescribed *collection point*.
- f) No *person* shall *set out* , cause or permit the setting out of *waste*;
 - (i) earlier than 6:00 p.m. on the day before the *schedule collection day* except within a Business Improvement Area;
 - (ii) earlier than 5:00 p.m. on the day before the *scheduled collection day* within a Business Improvement Area;
- g) No *person* shall cause or permit to fail to remove by 8:00 p.m. on the *scheduled collection day*, any container or *waste*, that has been *set out*, and that was not collected for any reason, unless a *Designated County Official* directs otherwise by public notice.
- h) No *person* shall *set out*, cause or permit the setting out of any *waste* which may cause injury.
- i) No *person* shall *set out*, cause or permit the setting out of *waste* which is not contained within a *waste container*.
- j) No *person* shall *set out*, cause or permit the setting out of *waste containers* which are:
 - i) not in compliance with Schedule B requirements, or
 - ii) not maintained in a condition which is safe and efficient for *collection*; or
 - iii) not bound, if necessary, to prevent spillage or breakage during *collection*; or
 - iv) not sealed, if necessary, to prevent the attraction of animals or insects, and the

release of odours.

- k) No *person* shall *set out*, cause or permit the setting out of *waste* in a container which is:
 - i) harboring rats or other vermin; or
 - ii) packed in such a manner that *waste* falls out or protrudes from it; or
 - iii) impedes the complete emptying due to materials that are frozen in the bottom.
- l) No *person* shall *set out* , cause or permit the setting out of *waste* in a container that together with its contents weighs in excess of 20 kilograms.
- m) No *person* shall *set out*, cause or permit the setting out of a *waste material container* that contains material other than *collectible waste - waste materials*.
- n) No *person* shall *set*, cause or permit the setting out of *out a leaf/yard waste container* that contains materials other than *yard waste* that is designated as *collectible waste*.
- o) When a Christmas tree *collection* program is in effect, no *person* shall *set out*, cause or permit the setting out of a Christmas tree with wrapping, bagging, decorations or lights.
- p) No *person* shall *set out*, cause or permit the setting out of *yard waste*, excluding brush, that is not packaged in a *leaf/yard waste container*
- q) When brush is *set out*, cause or permit the setting out of, for the *yard waste collection* program in effect, no *person* shall *set out* brush:
 - i) that is not bundled or that is packaged in a bundle exceeding a size of 1.2 metres long by 0.6 metres diameter or where the weight of the bundle exceeds 20 kilograms;
 - ii) where any individual piece of material exceeds 7.5 centimeters in diameter
- r) Where a *compostable material collection* program is in effect, no *person* shall *set out* , cause or permit the setting out of *compostable material* unless packaged in a *compost container*.
- s) No *person* shall *set out*, cause or permit the setting out of a *compost container* that contains material other than *compostable material* that is designated as *collectible waste*.
- t) Where an appliance and furniture waste collection program is in effect no person shall:
 - i) *set out*, cause or permit the setting out of a refrigerator or freezer unless the doors have been removed or secured in such a fashion that they cannot be opened;
 - ii) *set out*, cause or permit the setting out of more than 5 items per *collection*
 - iii) *set out* the material more than 3 days before the scheduled *collection*

- u) Where a *waste collection* program is in effect, no *person* shall *set out*, cause or permit the setting out of *collectible waste materials* unless:
 - i) packaged in a *waste material container*
 - ii) with the relevant bag tag, tab or tie affixed, if required by the *County*.
- v) No *person* shall *set out*, cause or permit the setting out of more than four (4) *waste material containers* per *eligible property* and two (2) additional *waste material containers* for each approved Additional Residential Unit (ARU), except for properties which have an alternative container limit approved for *collection* by the *Designated County Official* which includes the BIA areas of Paris, St. George and Burford, as shown in Schedule D and approval through the Technical Guidelines for Waste Collection for Multi-Residential Properties and Condominium Developments
- w) No *person* shall cause or permit to fail to remove from a *collection point*, *waste* to which a *sticker* has been affixed.
- x) No person, unless authorized by the *County*, shall pick over, *Scavenge*, interfere with, disturb, remove, or scatter any *collectible waste* whether in a *waste container* or otherwise *set out* for *collection*.
- y) No person shall cause or permit to fail to remove any *Non-collectible waste set out* at a *collection point* or any *collectible waste* that has been improperly *set out* or rendered improperly *set out* by animals or the environment or by any other cause.
- z) The *owner of* property adjacent to a *collection point* shall remove any *waste* from the *collection point* that is in contravention of any provision of this bylaw.
- aa) No *Owner* shall cause or permit to fail to ensure that all *Occupiers* comply with the *County's collection* service requirements.
- bb) In Urban Areas, during times of snow accumulation, every *waste container* shall be left for collection on the driveway of the property, adjacent to the plowed portion of the roadway, in an area where the snowbank is cleared to ground level at the curb, or at such other location as may be designated in writing or by public advertisement by the County.
- cc) In Rural Areas, during times of snow accumulation, every *waste container* shall be left for collection on the plowed shoulder on the designated roadside, or at such other location as may be designated in writing or by public advertisement by the County.

5. Regulations Regarding Disposal of Waste

- a) Fees
 - i) Fees, as established under the *County Fees and Charges By-law*, will be

assessed for *waste* collected and deposited at the *landfill site*.

- ii) Any loads requiring special handling may be subject to additional fees as specified in the *County Fees and Charges By-law*,
 - iii) All fees must be paid (by a payment method acceptable to the County) the same day that the *waste* is deposited, and the fees must be paid at the scale house at the *landfill site* prior to exiting, (except if an account has been established with *County* approval).
 - iv) No *person* shall deposit *waste* at the *landfill site* without paying the applicable fee, unless the fee is waived by the *Designated County Official*.
- b) No *person* shall haul, convey or transport through or upon any *highway*, within the boundaries of the *County*, any *waste*, except in properly covered containers or vehicles totally enclosed or covered with canvas or tarpaulins, so fastened down around the edges as to prevent any of the contents falling upon the *highway*.
- c) Landfill Acceptance
- i) No *person* shall cause or permit the deposit of *waste* at the *landfill site* that is not accepted at the *landfill site* as set out in Schedule A of this By-law.
 - ii) No *person* shall cause or permit the deposit of *waste* at the *landfill site* that has been generated at a location outside of the *County*.
 - iii) No *person* shall cause or permit the deposit of any *waste* that is refused for acceptance at the landfill.
 - iv) Any *person* that causes or permits the deposits *waste* at the *landfill site* that is not acceptable will be required to remove the *waste* at their own expense.
 - v) No *person* shall cause or permit to fail to remove any *waste* from the *landfill site* when required to do so by the *Designated County Official*.
 - vi) No *person* shall cause or permit to fail to sort any *waste* deposited at the *landfill site* in accordance with the requirements as established by the *Designated County Official*.
 - vii) No *person* shall cause or permit to fail to stop at the scales at the *landfill site* to be weighed in and out.
 - viii) No *person* shall cause or permit to fail to follow the direction provided by an authorized *landfill site* attendant.

6. **Administration**

- a) The *Designated County Official* shall be responsible for the administration of this By-law.
- b) The *Designated County Official* has authority to:
 - i) administer the By-law and assign responsibility to any employee or agent of the *County*;

- ii) designate additional properties or class of properties as *eligible property* or upon providing notice, deem certain properties *ineligible property*;
 - iii) establish *collection* schedules to specify the time, date and frequency of *collection* services in the specified areas that receive *collection* services;
 - iv) upon providing public notice, amend the classification of specific items as *collectible waste* or *non-collectible waste*;
 - v) upon providing public notice, add or delete materials;
 - vi) designate *collection points* for specific properties;
 - vii) make decisions with respect to *collection* upon determination regarding whether a building, location or property is safe for entry by any employees of the *County* or its *contractor* having regard to the physical condition and layout, loading facilities, or method of handling *collectible waste* at the location, the building or property;
 - viii) impose limits regarding the frequency or quantity of *collection* services;
 - ix) upon providing public notice, designate additional containers as suitable *waste containers*;
 - x) establish requirements regarding the methods for the *collection* and disposal of *waste*;
 - xi) determine the method for providing notice regarding changes to *collection* schedules or services;
 - xii) require that the *owner* of a multiple unit residential building distribute information relating to the services to all individual *dwelling units* within the property;
 - xiii) determine any other matter necessary for the administration of this By-law and the *collection* and disposal of *waste*.
- c) The *County* may:
- i) retain a *contractor* to fulfill any of the requirements of this By-law, however if due to breakdown of the equipment, strike, inclement weather, or any other cause the *collection* of *waste* cannot be made, the *County* shall not be liable to any *person* from whom the *collection* of *waste* should have been made, for damages due to failure of such *collection* of *waste*;
 - ii) change a *scheduled collection day*, and any *person* affected shall be advised of the change by a notice in the local newspapers to be published prior to the change or by a method approved by the *Designated County Official*;
 - iii) Initiate pilot test programs for possible *collection* changes during which time the status of *collection* of specific items may be temporarily changed.

7. **Responsibility for Enforcement**

- a) Municipal Law Enforcement *Officers* appointed by the *County* are authorized to enforce the provisions of this By-law.
- b) **Power of Entry re Inspection**
Pursuant to section 435 and 436 of the *Municipal Act, 2001* any *County employee, officer*

or agent of the *County* or a member of the police force of the *County*, may without notice, and upon producing proper identification upon request, enter on land at any reasonable time for the purpose of carrying out an inspection, to determine whether this By-law, a direction or order of the *County* made under this by-law, a condition of a permit issued under this By-law, or an order made under section 431 of the *Municipal Act, 2001* is being complied with. The person exercising the power may be accompanied by a person under his or her direction.

c) **Inspection Powers**

Any employee, *officer* or agent of the *County* or a member of the police force of the *County*, carrying out an inspection pursuant to section 7 a) of this By-law may:

- i) require the production for inspection of documents or things relevant to the inspection;
- ii) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
- iii) require information from any *person* concerning a matter related to the inspection; and
- iv) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.

d) **Samples**

- i) A sample taken under subsection 7 b) iv) shall be divided into two parts, and one part shall be delivered to the *person* from whom the sample is taken, if the *person* so requests at the time the sample is taken and provides the necessary facilities.
- ii) If a sample is taken under subsection 7 b) iv) and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the *person* from whom the sample was taken.
- iii) A receipt shall be provided for any document or thing removed under subsection 7 b) ii) and the document or thing shall be promptly returned after the copies or extracts are made.
- iv) Copies of or extracts from documents and things removed under this section and certified as being true copies of or extracts from the originals by the *person* who made them are admissible in evidence to the same extent as, and have the same evidentiary value as, the originals.

e) **Power of Entry – Pursuant to an Order**

Where an employee, *officer* or agent of the *County* or a member of the police force of the *County*, has made a reasonable attempt to obtain the *owner* or *occupier's* consent to conduct an inspection and has been unable to exercise the powers of inspection under the authority of section 7 a) or 7 b), the *County* may, pursuant to section 438 of

the *Municipal Act, 2001* obtain an order authorizing the *County* to enter on land for the purpose of carrying out an inspection.

f) **Power of Entry – Dwelling Unit**

Despite section 7 a), a person exercising a power of entry on behalf of the *County* under this By-law shall not enter or remain in any room or place actually being used as a *dwelling unit* unless:

- i) the consent of the *owner* or *occupier* is obtained, having first been informed that the right of entry may be refused and, if refused, may only be made under the authority of an order issued under section 438, a warrant issued under section 439 or a warrant under section 386.3;
- ii) an order issued under section 438 of the *Municipal Act, 2001* is obtained;
- iii) a warrant issued under section 439 of the *Municipal Act, 2001* is obtained;
- iv) a warrant issued under section 386.3 of the *Municipal Act, 2001* is obtained;
- v) the delay necessary to obtain an order under section 438, to obtain a warrant under section 439 or to obtain the consent of the *owner* or *occupier* would result in an immediate danger to the health or safety of any *person*.

g) **Order to Discontinue**

Pursuant to section 444 of the *Municipal Act, 2001*, where the *County* is satisfied that a contravention of this By-law has occurred, the *County* may make an order requiring the *person* who contravened the by-law or who caused or permitted the contravention or the *owner* or *occupier* of the land on which the contravention occurred to discontinue the contravening activity.

The order shall set out,

- i) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
- ii) the date by which there must be compliance with the order.

h) **Offence – Contravene Order to discontinue**

No *person* shall contravene an order to discontinue, issued pursuant to section 7 f).

i) **Work order**

Pursuant to section 445 of the *Municipal Act, 2001*, where the *County* is satisfied that a contravention of a by-law of the *County* passed under this or any other Act has occurred, the *County* may make an order requiring the *person* who contravened the by-law or who caused or permitted the contravention or the *owner* or *occupier* of the land on which the contravention occurred to do work to correct the contravention.

An order may require work to be done even though the facts which constitute the contravention of the by-law were present before the by-law making them a contravention came into force.

The order shall set out,

- i) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
 - ii) the work to be done and the date by which the work must be done.
- j) **Offence – Contravene Work Order**
No *person* shall contravene a work order issued pursuant to section 7 h).
- k) **Remedial action**
Pursuant to section 446 of the Municipal Act, 2001, where the *County* has the authority under this By-law or under any Act to direct or require a *person* to do a matter or thing, in default of it being done by the *person* directed or required to do it, the *County* may enter upon land at any reasonable time, to perform the work at the *person's* expense and may recover the costs from the *person* directed or required to do it, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes.
- l) **Offence – Obstructing Officer or Inspector**
No *person* shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this By-law including by refusing to identify themselves when requested to do so by a Municipal Law Enforcement Officer

8. **Penalty**

- a) **Fine – for contravention – other than corporation**
Subject to section 8 b), every *person* who contravenes any provision of this By-law and every director or officer of a corporation who knowingly concurs in the contravention of a by-law by the corporation is guilty of an offence and upon conviction is subject to a fine of not more than \$10,000 for a first conviction, and not more than \$25,000 for any subsequent conviction of this By-law.
- b) **Fine – for contravention - corporation**
Despite section 8 a), where a corporation is convicted of an offence under the provisions of this By-law, the maximum fines that may be imposed on the corporation are \$50,000 for a first conviction and \$100,000 for second or subsequent conviction.
- c) **Continuation – repetition contravention**
Notwithstanding section 8 a), every *person* that contravenes any provision of this By-

law and every director or officer of a corporation who knowingly concurs in the contravention of this by-law by the corporation is guilty of an offence for every day or part thereof upon which such offence occurs or continues, and upon conviction is liable, to a fine of not more than \$5,000 for each day that the offence continues. The total of all of the daily fines may exceed \$100,000.

d) **Continuation – repetition contravention - Corporation**

Notwithstanding section 8 b), every corporation that contravenes any provision of this By-law is guilty of an offence for every day or part thereof upon which such offence occurs or continues and upon conviction is liable, to a fine of not more than \$10,000 for each day that the offence continues. The total of all of the daily fines may exceed \$100,000.

e) **Separate offence**

Each breach of this By-law shall constitute a separate offence and each occurrence of a contravention by a *person* of any provision of this By-law shall constitute a separate offence.

f) **Withdrawal of service for breach of by-law**

Any *person* who contravenes any provision of this By-law may not receive *waste collection* services by the *County* or its *contractor* and may be required to dispose of their *collectible waste* at their own cost.

g) Every Person who contravenes any provision of this Bylaw is guilty of an offence and is liable upon conviction to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended, and the Municipal Act, 2001.

9. **Severability**

Where a court of competent jurisdiction declares any section or part of a section of this By-law invalid, the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

10. **Rebuttable Presumption**

An owner shall be presumed to have set out or caused or permitted the setting out of waste which presumption may be rebutted by evidence to the contrary on a balance of probabilities.

11. **Repeal – previous by-laws**

That By-law Number 146-17 as amended, is repealed on the date this Bylaw comes into force and takes effect.

12. **Effective**

The provisions of this By-law shall come into force and take effect on the date of January 1, 2024.

13. Short Title

This By-law may be referred to as the Solid Waste By-Law.

READ a first and second time, this 17th day of December 2024.

READ a third time and finally passed in Council, this 17th day of December 2024.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Sunayana Katikapalli, Clerk

Schedule A

COLLECTIBLE WASTE					NON-COLLECTIBLE		Accepted at Landfill Sorting Required	Not Accepted at Landfill
Material Classification	Waste Materials	Furniture	Appliances	Yard Waste (Urban Area Only)		Prohibited		
1. Biological								
a) Household Pet Animal Waste >25% of waste container by volume or weight					X		X	
Household Pet Animal Waste <25% of waste container by volume or weight	X						X	
b) Bio-medical waste						X		X
c) Carcasses						X		X
d) Pathological waste						X		X
e) Syringes and needles						X		X
f) Livestock Manure						X		X
2. Bulk								
a) Bicycles		X					X	
b) Carpet/Underpadding, rolled and bundled up to 1.2 m length		X					X	
c) Carpet/underpad, greater than 1.2 m length, or loose					X		X	
d) Swimming pool filters (sand removed), covers and pumps		X					X	
e) sinks, toilets and bathtubs		X					X	
f) couch , chairs, tables, desk		X					X	
g) Mattresses and bedsprings		X					X	
j) Metal shower enclosures		x					X	
j) lawn furniture (chairs, umbrella, table)		X					X	
g) Bed frame		X					X	
a) Air conditioners			X				X	
b) Dehumidifiers			X				X	
c) Dishwashers			X				X	
d) Hot water tanks			X				X	
e) Refrigerators and freezers			X				X	
f) Stoves, ovens and microwave ovens			X				X	

COLLECTIBLE WASTE					NON-COLLECTIBLE		Accepted at Landfill Sorting Required	Not Accepted at Landfill
Material Classification	Waste Materials	Furniture	Appliances	Yard Waste (Urban Area Only)		Prohibited		
g) Washers and dryers			X				X	
h) Water Coolers			X				X	
k) water softeners (salt removed)			X				X	
l) BBQ (no propane tank)			X				X	
m)Swimming pool heaters			X				X	
3. Metal								
a) Pieces of metal					X		X	
b) Metal food and beverage containers					X		X	
c) Steel barrels						X		X
e) Wire, wire mesh and fencing					X		X	
f) Propane tanks and fuel containers and cylinders						X		X
4. Yard Wastes								
a) Brush, in maximum 600mm diameter bundles with branches less than 7.5cm in diameter and less than 1.2 metres in length.				X			X	
c) Brush, which is placed in an acceptable container as specified by the <i>Designated</i>				X			X	
d) Leaves, flowers, weeds, trimmings from brushes or shrubs, in an acceptable container as specified by the <i>Designated County Official</i> .				X			X	

COLLECTIBLE WASTE					NON-COLLECTIBLE		Accepted at Landfill Sorting Required	Not Accepted at Landfill
Material Classification	Waste Materials	Furniture	Appliances	Yard Waste (Urban Area Only)		Prohibited		
e) Pumpkins, waste from fruit trees, in an acceptable container as specified by the				X			X	
f) Grass clippings						X		X
5. Food Waste								
a) Vegetable and meat scraps and paper/cardboard Material soiled with food waste	X						X	
6. Paper								
a) Boxboard					X		X	
b) Corrugated cardboard					X		X	
c) Cardboard and paper products					X		X	
d) Drinking boxes					X		X	
e) Envelopes, direct mail advertising, paper egg cartons, greeting cards, kraft paper and					X		X	
f) Fine paper					X		X	
g) Hard cover books					X		X	
h) Laundry detergent boxes					X		X	
i) Juice, milk and ice cream cartons					X		X	
j) Tissues and paper towels	X						X	
k) Magazines, catalogues and telephone books					X		X	
l) Newsprint					X		X	
m) Paper drinking cups					X		X	
n) Waxed paper, carbon paper	X						X	
o) Construction paper, kraft paper					X		X	
p) Spiral Wound Cardboard Cans					X		X	
7. Plastics								
a) sandwich, milk, bread and shopping bags	X						X	
b) blister packaging	X						X	
c) Blister wrap, bubble packaging, saran wrap	X						X	

COLLECTIBLE WASTE					NON-COLLECTIBLE		Accepted at Landfill Sorting Required	Not Accepted at Landfill
Material Classification	Waste Materials	Furniture	Appliances	Yard Waste (Urban Area Only)		Prohibited		
d) Bottle lids	X						X	
e) Bottles and jugs, milk, juice, detergent					X		X	
f) Single use Plastic Plates, Cups and Coffee Lids					X		X	
g) Large mouth plastic tubs, margarine tubs, yogurt containers					X		X	
h) Pill bottles	X						X	
i) Beverage containers, soft drink and water bottles					X		X	
j) Stiff/crinkle type bags (potato chips, department store)	X						X	
k) Styrofoam food trays	X						X	
l) Toys	X						X	
m) Clam Shell Containers					X		X	
n) Plastic Plant Pots and Trays					X		X	
o) Single serve Plastic Containers (ie. Yogurt Containers)					X		X	
p) Plastic paint containers (empty and dry)					X		X	
9. Wood								
a) Wood boxes					X		X	
b) Wood building materials					X		X	
10. Additional Material								
a) Ammunition						X		X
b) Batteries					X		X	
c) Brick, rock, asphalt					X		X	
d) Disposable diapers and personal hygiene products	X						X	
e) Earth and sod					X		X	
f) Empty metal paint cans and empty aerosol cans					X		X	
g) Explosives						X		X
h) Fibreglass					X		X	
i) House Plants and small amounts of soil				X			X	
j) Household sweepings	X				X		X	
k) Glass bottles and jars							X	
l) Glass plate and windows					X		X	

COLLECTIBLE WASTE					NON-COLLECTIBLE		Accepted at Landfill Sorting Required	Not Accepted at Landfill
Material Classification	Waste Materials	Furniture	Appliances	Yard Waste (Urban Area Only)		Prohibited		
m) Hay and straw					X		X	
n) Hazardous waste						X		X
o) Sawdust and shavings					X		X	
p) Shingles					X		X	
q) String and twine	X				X		X	
r) Tires and rims					X		X	
s) Ashes with live ambers						X		X
t) Ashes cold with no live ambers					X		X	
u) Drywall					X		X	
v) Hot/Cold Beverage Cups					X		X	
w) Renovation/Building Materials					X		X	

Schedule B

Waste Container

"*Leaf/yard waste container*" includes a kraft paper bag, a rigid open-top reusable container and such other container as may be approved by public notice, by the *Designated County Official* for the storing and setting out of leaf and *yard waste*.

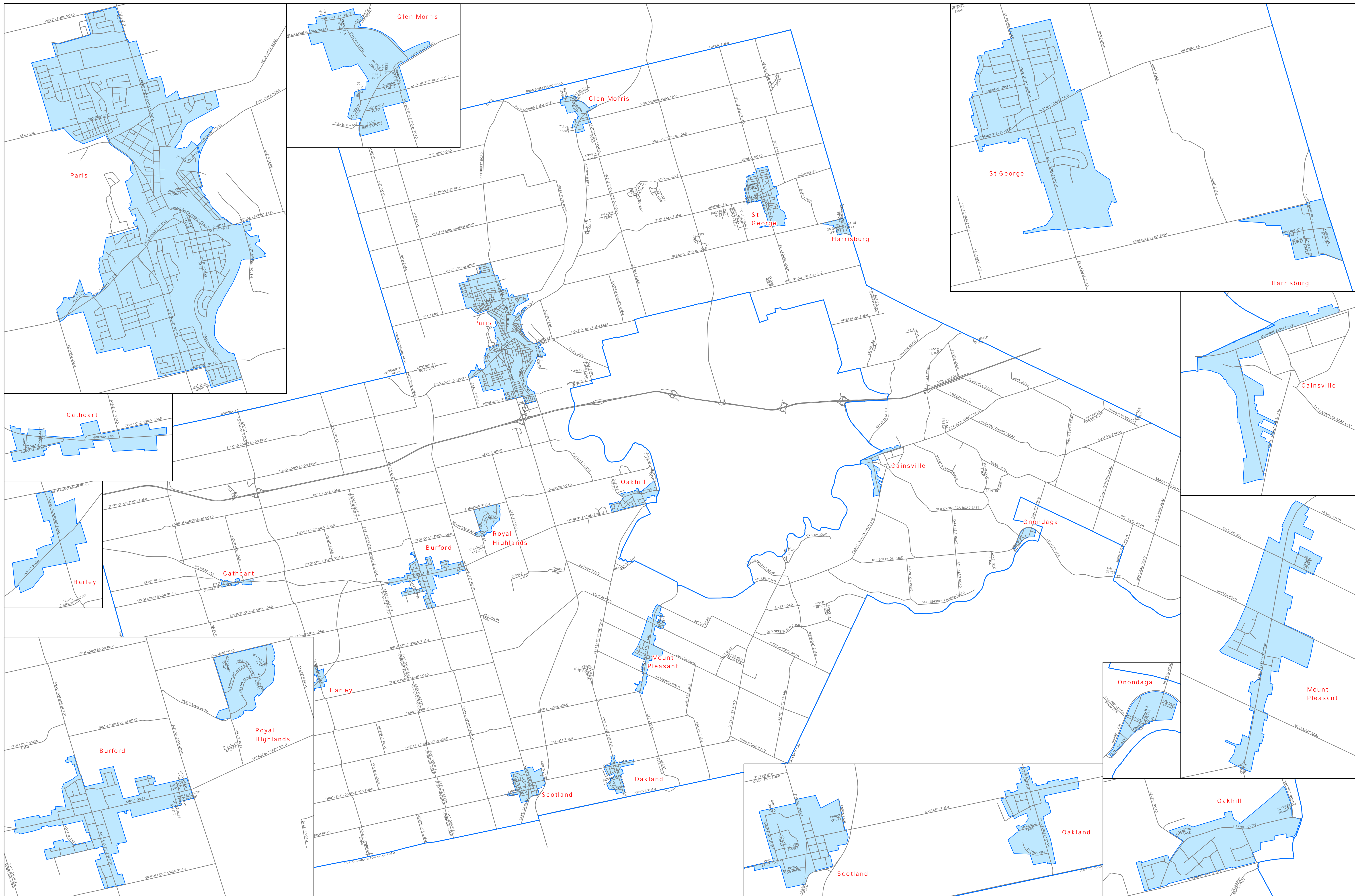
"*Compost Container*" means a container approved by the *Designated County Official*, by public notice, for the storing and setting out of *compostable material*.

"*Waste material container*" includes a waterproof bag with a capacity of not more than 125 litres and which is tied at the top, a rigid reusable container having handles and a watertight lid with a capacity of not more than 125 litres or other type of container approved by the *Designated County Official*, by public notice, for the storing and setting out of *collectible waste*.

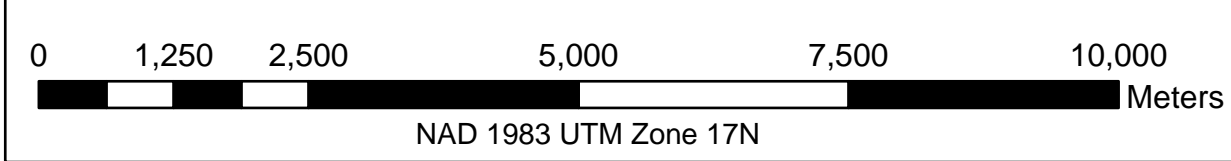
The following are not considered to be a proper *waste container*:

- i) paint cans;
- ii) containers which are smaller at the top than at the bottom;
- iii) containers having a lid which is attached to the container;
- iv) cardboard boxes;
- v) containers of a type which have not been approved by the *Designated County Official*;
- vi) any container from which *waste* cannot be conveniently collected having regard to such matters as safety of the *contractor* and efficiency of *collection*; or
- vii) any container without handles, where it is intended that the container be emptied and returned at the location.

Schedule C - County of Brant Urban Collection Areas



- Road Network
- Urban Service Area
- County Boundary



Scale: 1:70,000

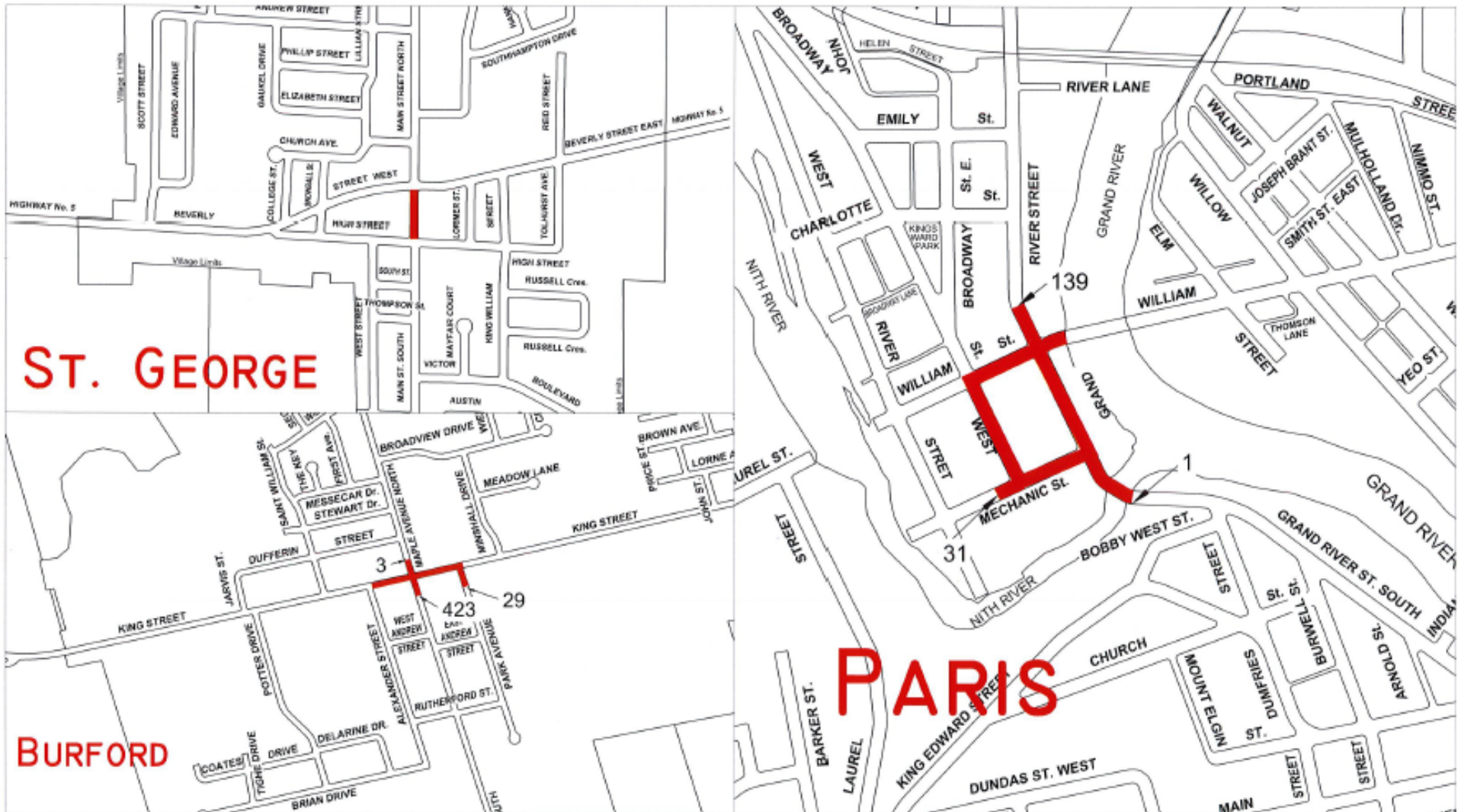
County of Brant Disclaimer
 This map is for illustrative purposes only. Information contained thereon is not a substitute for professional review or a site survey and is subject to change without notice.
 The County of Brant takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.
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Date: 13-Sep-2023

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Schedule D – Business Improvement Areas (BIA)

DOWNTOWN AREAS



BY-LAW NUMBER 125-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To enter into a Transfer Payment Agreement with His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure under the Housing-Enabling Water Systems Fund (HEWSF)

WHEREAS the County of Brant has been awarded funding under the Housing-Enabling Water Systems Fund (HEWSF) to upgrade wastewater infrastructure and increase capacity at the St. George Water Pollution Control Plant;

AND WHEREAS the Ministry of Infrastructure administers this funding;

AND WHEREAS the County of Brant and the Province are desirous of entering into a Transfer Payment Agreement to facilitate this funding;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the Transfer Payment Agreement between His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure, as attached, be approved;
2. **THAT** the Mayor and the Clerk be and are hereby directed to execute the agreement and all other related documents on behalf of the Corporation of the County of Brant and to affix the corporate seal thereto;
3. **THAT** this by-law shall come into force and take effect upon third and final reading;

READ a first and second time, this 17th day of December, 2024.

READ a third time and finally passed in Council, this 17th day of December, 2024

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Sunayana Katikapalli, Clerk

**ONTARIO TRANSFER PAYMENT AGREEMENT
HOUSING-ENABLING WATER SYSTEMS FUND: INTAKE 1**

THE AGREEMENT is effective as of the _____ day of _____, 20__.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the **Minister of Infrastructure**

(the “Province”)

- and -

THE CORPORATION OF THE COUNTY OF BRANT

(the “Recipient”)

BACKGROUND

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program designed to help municipalities repair, rehabilitate, and expand core water, wastewater, and stormwater infrastructure.

Projects funded through the program aim to unlock more housing opportunities, support the province’s growing population, protect communities, and enhance economic growth.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

Schedule “A” - General Terms and Conditions

Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

- 4.1 Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the Minister of Infrastructure

Date

The Honourable Kinga Surma
Minister of Infrastructure

THE CORPORATION OF THE COUNTY OF BRANT

Date: _____

Name: _____
Title: _____

I have authority to bind the Recipient.

Date: _____

Name: _____
Title: _____

I have authority to bind the Recipient.

SCHEDULE “A”
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Construction Contract Award Deadline” means the construction contract award deadline set out in Schedule “E”.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

“Effective Date” means the date set out at the top of the Agreement.

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true

and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the Project construction contracts that account for the bulk of the construction work by the Construction Contract Award Deadline; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

A5.3 Disposal of Assets. The Recipient will not, without the Province's prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;

- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours enter upon the Recipient’s premises to conduct an audit or investigation of the Recipient regarding the Recipient’s compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient’s representations and warranties;

- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal

duty to consult and, where appropriate, accommodate Indigenous Communities (the “Duty to Consult”) arises in respect of the Province’s proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,
- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which the Province may deem appropriate.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M.

Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;

- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provides the Recipient with an

opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- (d) the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not

the Province has demanded their payment,

- (c) such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery or courier and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier, on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery or courier.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 Parties Independent. The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing, the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$35,000,000.00
Expiry Date	March 31, 2028
Project Start Deadline	September 30, 2024
Project Completion Deadline	March 31, 2027
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, Ontario M7A 2J4 Email: HEWS@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Vanessa Graves, Senior Accountant & Supervisor of Accounts Payable Address: 26 Park Avenue Email: vanessa.graves@brant.ca

Additional Provisions:

None

SCHEDULE “C”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will upgrade wastewater infrastructure in the County of Brant. The project will increase capacity at the St. George Water Pollution Control Plant and includes the detailed design and construction of the expansion; a new headworks building and odour treatment system; a new membrane bioreactor system; a new tertiary disinfection system; and expanded aerobic digester. The outfall infrastructure will be twinned to accommodate increased flows and the scope of work will also include improvement to the on-site stormwater management system. The outcomes of this project will enhance the water system, promote growth, and enable housing.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$56,746,157.50

C2.2 Province’s Reimbursement Rate. Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 27% recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;

- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);
- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

**SCHEDULE “E”
MILESTONE PAYMENT PLAN**

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient’s compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule “F” for more detail)
Milestone 1: Execution of the Agreement.	25% of the Maximum Funds.	<p><i>The following documentation is required prior to execution of the Agreement:</i></p> <ul style="list-style-type: none"> • <i>Municipal by-law as described in section A2.2(b), and</i> • <i>Initial Project Report as described in Schedule “F”.</i>
Milestone 2: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Spring 2025 or Fall 2025 Project Progress Report.	<p>Up to 60% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> • Construction Contract Award Documentation, • Spring 2025 or Fall 2025 Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
Milestone 3: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.	<ul style="list-style-type: none"> • Final Report, • Compliance with the Financial Information Return (FIR); • Compliance audit documentation if

Province, of the Final Report.	The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	required by the Province, and <ul style="list-style-type: none">• Any other reporting requested by the Ministry.
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**SCHEDULE “F”
REPORTING REQUIREMENTS**

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law	Municipal by-law as described in section A2.2(b).	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	This documentation is due within 60 Business Days of awarding the Project construction contracts that account for the bulk of the construction work and must be awarded no later than September 30, 2025. Required for Milestone 2 payment.
Project Progress Report	A report that includes: <ul style="list-style-type: none"> • an update on the Project’s status and signage status; • Revised expenditure forecast, which must be based on contracts 	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project. This Report is due within 30 Business Days of a written

	<p>awarded to complete the Project;</p> <ul style="list-style-type: none"> • interest earned on the Funds; and • any other information as requested by the Province. 	<p>notice from the Province unless otherwise indicated by the Province.</p> <p>A Project Progress Report is required for the Milestone 2 payment.</p>
Final Report	<p>A report that summarizes the Project's final timelines, costs, project and signage photos, and outcomes, and includes the information required under the Project Progress Reports.</p>	<p>This Report is due within 60 Business Days of the Project Completion Period.</p> <p>Required for Milestone 3 payment.</p>
Other Reports	<p>Reports with such content as may be requested by the Province, which may include an Indigenous Consultation Record.</p>	<p>Within the timeframe requested in a written notice from the Province.</p>

F3.0 COMPLIANCE AUDIT

F3.1 Financial Information Return. Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) for the preceding two fiscal years.

F3.2 Financial Information Return Compliance. If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province will suspend the payment of Funds until the FIR are satisfactorily completed.

F3.3 Compliance Audit. Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

F3.4 **Requirements of Compliance Audit.** Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the

Project's benefits, including the ways in which the Project helps improve their quality of life.

- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.

G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

G7.1 Significant Media Inquiry. The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

G8.0 SIGNAGE

G8.1 Recognition of Funding Contribution. The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G8.2 Funding Recognition. Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

G8.3 Notice of Sign Installation. The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

G8.4 Timing for Erection of Sign. If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G8.5 Size of Sign. If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G8.6 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

G9.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE "H" INDIGENOUS CONSULTATION PROTOCOL

H1.0 INDIGENOUS CONSULTATION

H1.1 Procedural Aspects of Consultation. If consultation with Indigenous Communities is required, the Recipient agrees that:

- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.

H1.2 Development of Indigenous Consultation Plan. The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan ("**Indigenous Consultation Plan**").

H1.3 Provision of Plan to Province. If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.

H1.4 Changes to Plan. The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.

H1.5 Requirement for Indigenous Consultation Record. If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.

H1.6 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by Indigenous Communities regarding the Project; or
- (b) of any Indigenous archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.

BBY-LAW NUMBER 126-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To relieve certain lands from the provisions of Section 50(5) of the Planning Act, R.S.O. 1990, as amended, Nith Peninsula Phase 1, Subdivision

WHEREAS under Section 50(5) of the *Planning Act*, R.S.O. 1990, *Chapter P. 13*, as amended, lands within a registered plan of subdivision are subject to part lot control;

AND WHEREAS Section 50(7) of the *Planning Act* R.S.O. 1990, as amended, grants the Council of a municipality the authority to enact By-Laws to relieve lands in a registered plan of subdivision from the provisions of part lot control.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the provisions of Section 50(5) of the *Planning Act*, R.S.O. 1990, as amended, shall not apply to the lands described as BLOCKS 193, 196 & 197, 2M-1988, designated as Parts 1 through 80, (inclusive) on the Draft Reference Plan, and detailed on attached *Schedule "A"*, Paris, County of Brant.
2. **THAT** this By-Law shall come into force on the day it is passed by the Council of the Corporation of the County of Brant and the subsequent registration of the by-law in the Land Registry Office for the County of Brant No. 2.

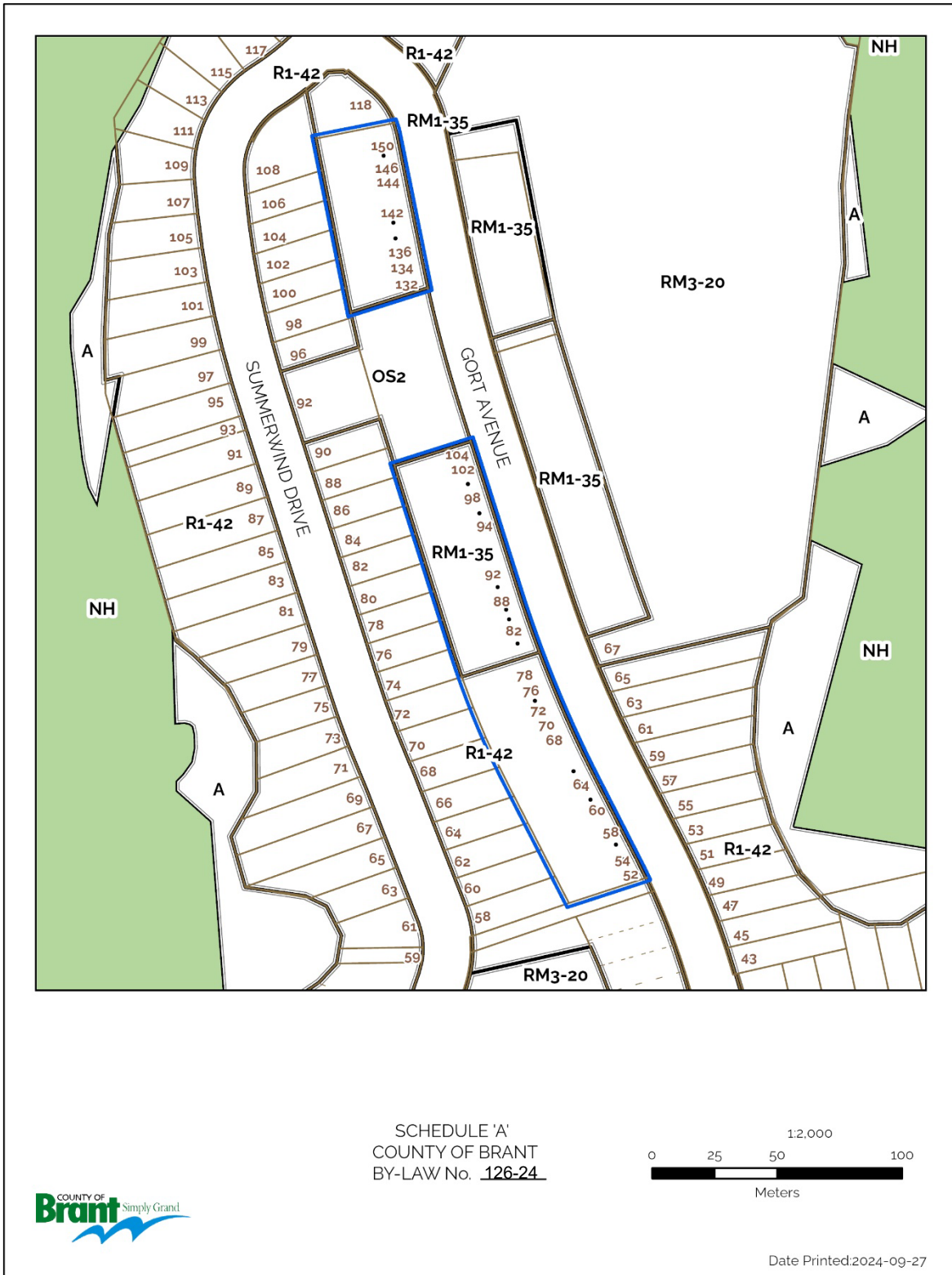
READ a first and second time, this 17th day of December 2024.

READ a third time and finally passed in Council, this 17th day of December 2024.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

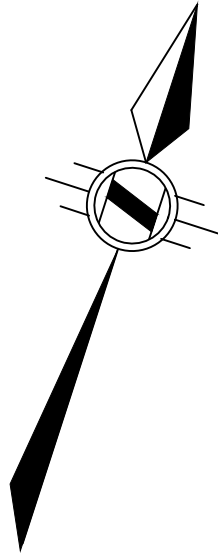
Sunayana Katikapalli, Clerk



PLAN OF SURVEY
OF
BLOCKS 193, 196 & 197
PLAN 2M-1988
IN THE
COUNTY OF BRANT

SCALE 1:400 METRIC

R.A. McLAREN, O.L.S. - 2024



SUMMERWIND DRIVE

SUMMERWIND DRIVE

GORT AVENUE

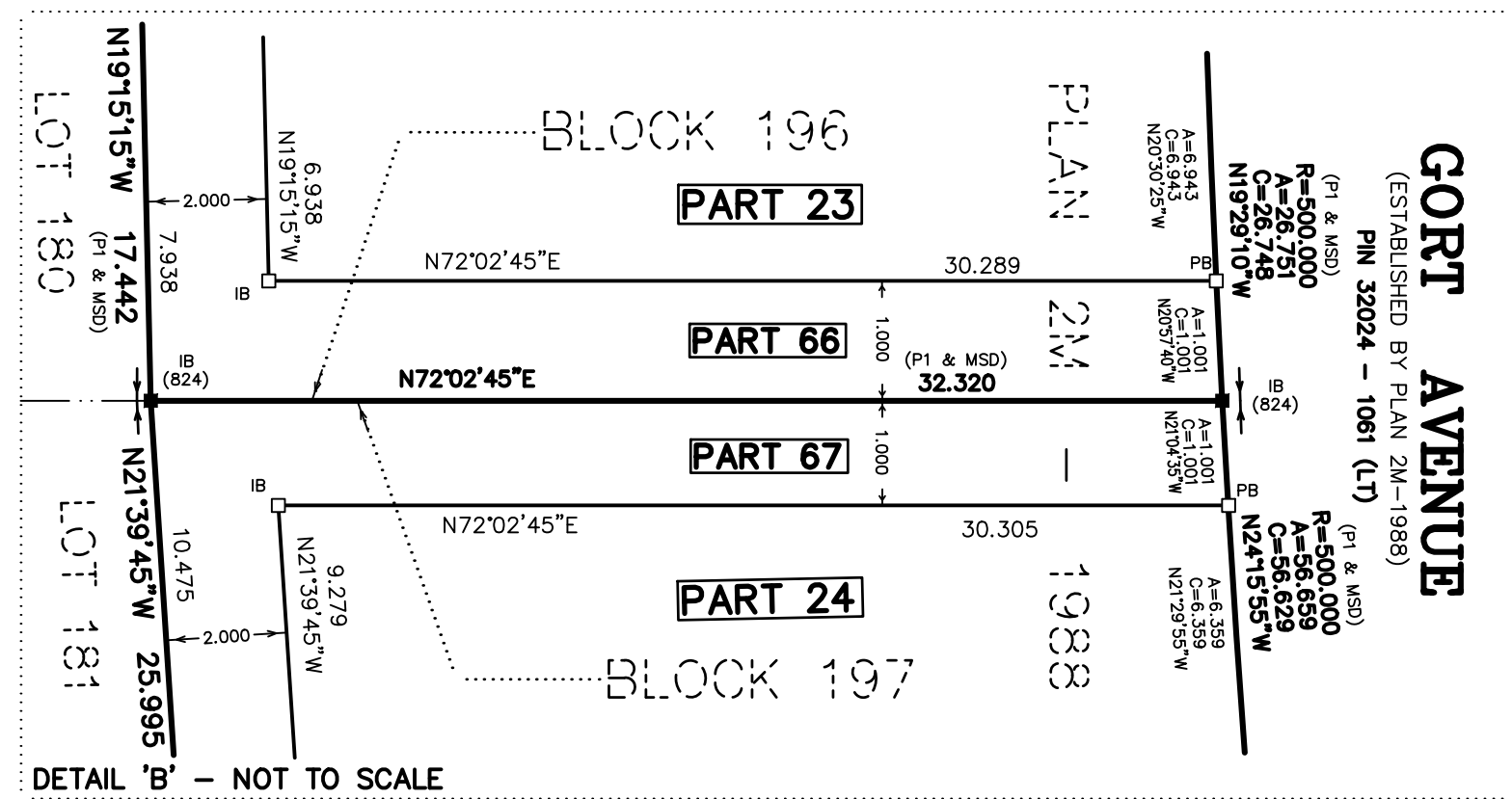
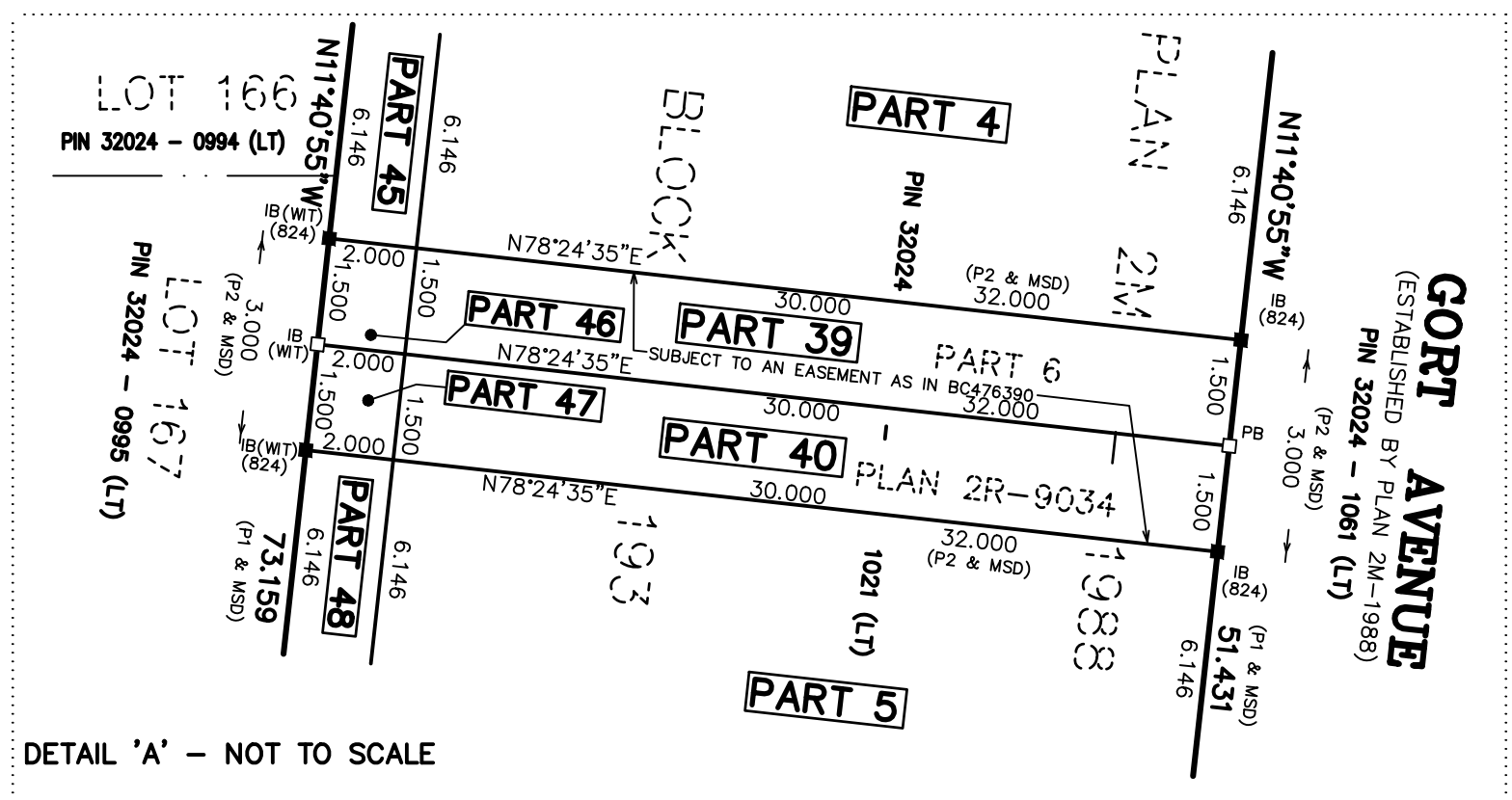
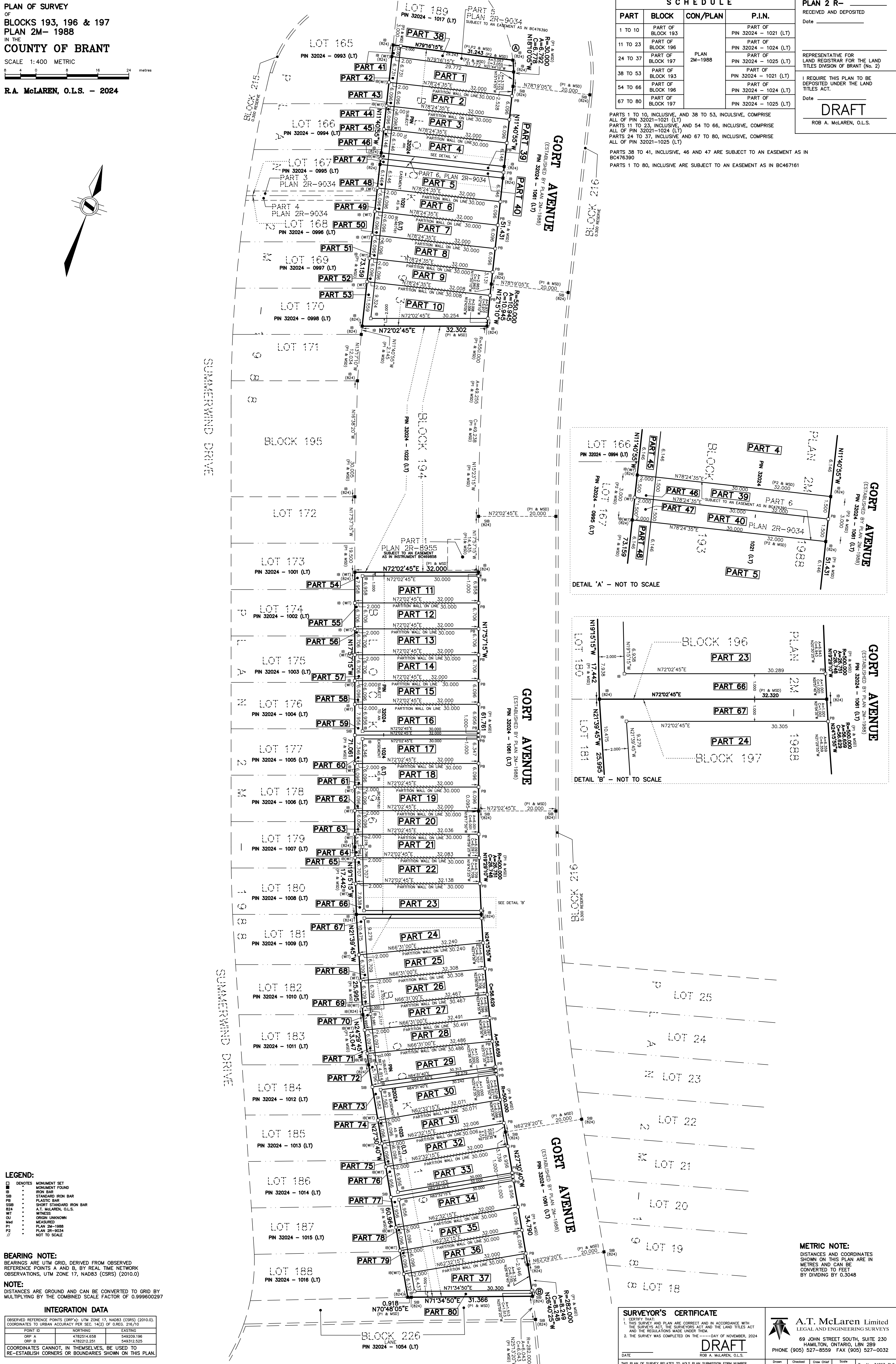
GORT AVENUE

912' X 00'18"

SCHEDULE			
PART	BLOCK	CON/PLAN	P.I.N.
1 TO 10	PART OF BLOCK 193	PLAN 2M-1988	PART OF PIN 32024 - 1021 (LT)
11 TO 23	PART OF BLOCK 196		PART OF PIN 32024 - 1024 (LT)
24 TO 37	PART OF BLOCK 197		PART OF PIN 32024 - 1025 (LT)
38 TO 53	PART OF BLOCK 193		PART OF PIN 32024 - 1021 (LT)
54 TO 66	PART OF BLOCK 196		PART OF PIN 32024 - 1024 (LT)
67 TO 80	PART OF BLOCK 197		PART OF PIN 32024 - 1025 (LT)

RECEIVED AND DEPOSITED
Date _____
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF BRANT (No. 2)
I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
Date _____
DRAFT
ROB A. McLAREN, O.L.S.

PARTS 1 TO 10, INCLUSIVE, AND 38 TO 53, INCLUSIVE, COMPRISE ALL OF PIN 32021-1021 (LT)
PARTS 11 TO 23, INCLUSIVE, AND 54 TO 66, INCLUSIVE, COMPRISE ALL OF PIN 32021-1024 (LT)
PARTS 24 TO 37, INCLUSIVE AND 67 TO 80, INCLUSIVE, COMPRISE ALL OF PIN 32021-1025 (LT)
PARTS 38 TO 41, INCLUSIVE, 46 AND 47 ARE SUBJECT TO AN EASEMENT AS IN BC476390
PARTS 1 TO 80, INCLUSIVE ARE SUBJECT TO AN EASEMENT AS IN BC467161



LEGEND:
 □ DENOTES MONUMENT FOUND
 IB . . . IRON BAR
 SB . . . STANDARD IRON BAR
 PB . . . PLASTIC BAR
 SSB . . . SHORT STANDARD IRON BAR
 R24 . . . A.T. McLAREN, O.L.S.
 W . . . WITNESS
 O . . . ORIGIN UNKNOWN
 M . . . MEASURED
 P1 . . . PLAN 2M-1988
 P2 . . . PLAN 2M-9034
 // . . . NOT TO SCALE

BEARING NOTE:
 BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010.0)

NOTE:
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999600297

INTEGRATION DATA

OBSERVED REFERENCE POINTS (ORP'S): UTM ZONE 17, NAD83 (CSRS) (2010.0)		
COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/70		
POINT ID	NORTHING	EASTING
ORP A	4782514.658	549209.196
ORP B	4782212.251	549312.525

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

METRIC NOTE:
 DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SURVEYOR'S CERTIFICATE
 I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYORS ACT, THE SURVEYORS REGULATIONS AND THE REGULATIONS MADE UNDER THEM.
 2. THE SURVEY WAS COMPLETED ON THE _____ DAY OF NOVEMBER, 2024

DRAFT
 ROB A. McLAREN, O.L.S.

A.T. McLaren Limited
 LEGAL AND ENGINEERING SURVEYS
 69 JOHN STREET SOUTH, SUITE 230
 HAMILTON, ONTARIO, L8N 2B9
 PHONE (905) 527-8559 FAX (905) 527-0032

BY-LAW NUMBER 127-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To amend By-Law Number 61-16, the Zoning By-Law for the County of Brant, as amended (LIV Communities, 1024 Rest Acres Road)

WHEREAS application ZBH25-24-KD has been received from MHBC, applicant on behalf of, LIV Communities owner of 1024 Rest Acres Road, Part of Lot 10, Concession 1, Township of Brantford, County of Brant, to amend the zoning of a portion of the lands from R1-32 Holding Provision (h-R1-32) to (R1-32) removing the holding provision to permit the orderly development of the lands as shown on Schedule 'A'.

AND WHEREAS the *Planning Act* empowers a municipality to pass By-Laws prohibiting the use of land and the erection, location and use of buildings or structures, except as set out in the By- Law;

AND WHEREAS this By-Law is in conformity with the Official Plan for the County of Brant (2023);

AND WHEREAS the Planning and Development Committee of the Corporation of the County of Brant has recommended approval of this By-Law;

AND WHEREAS the Council of the Corporation of the County of Brant deems it to be desirable for the future development and use of the lands described above;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** Schedule 'A' of By-Law Number 61-16, be hereby amended by changing the zoning on a portion of the lands known as 1024 Rest Acres Road from R1-32 Holding Provision (h-R1-32) to (R1-32), removing the holding provision to permit the orderly development of the lands as shown on Schedule 'A' of this By-Law.
2. **THAT** this By-Law, in accordance with Section 15.1 of Zoning By-law 61-16, as amended, shall come into force on the day an agreement as required by the *Planning Act* is entered into for the subject lands with the County of Brant

READ a first and second time, this 17th day of December 2024.

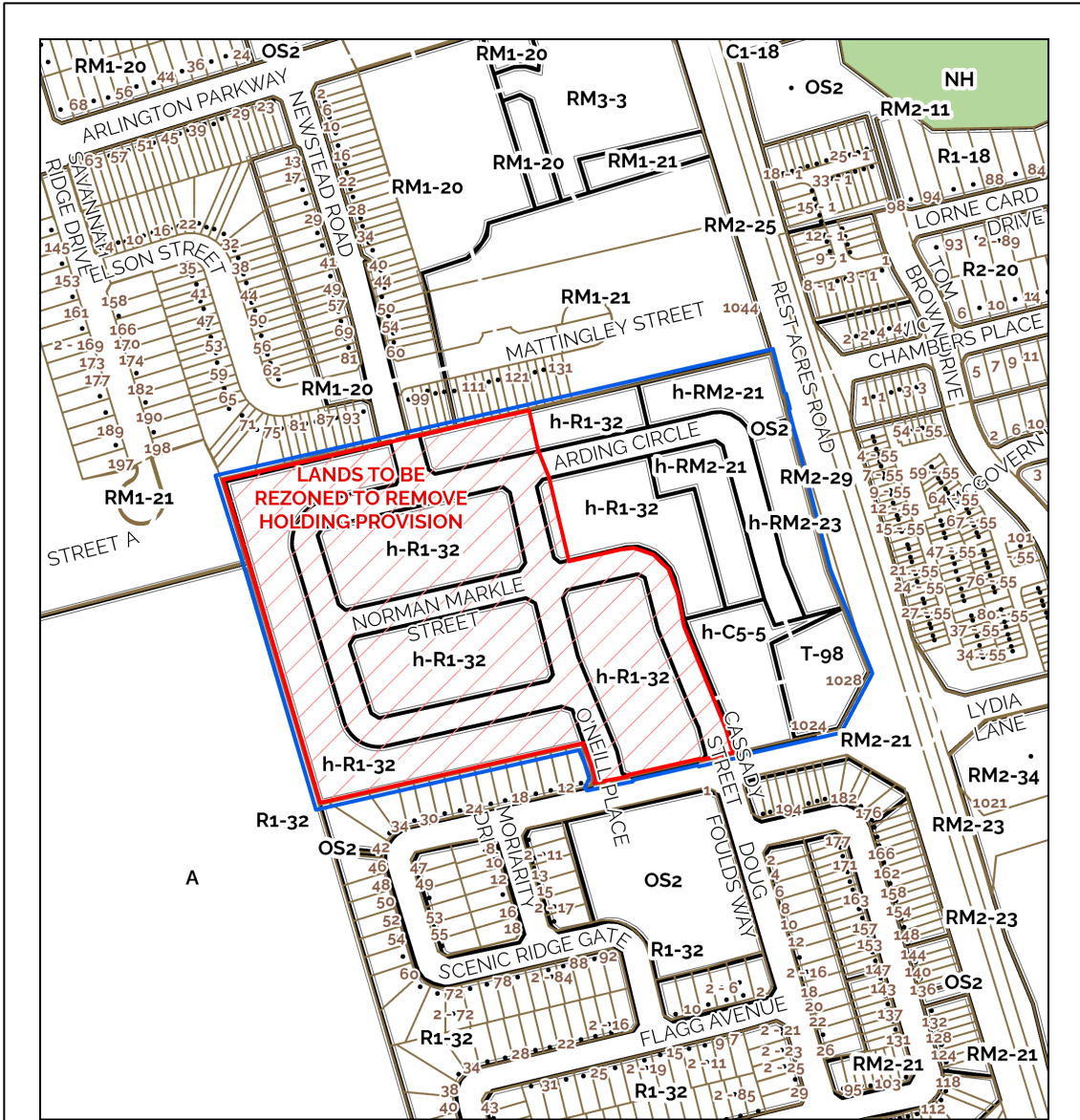
READ a third time and finally passed in Council, this 17th day of December 2024.

THE CORPORATION OF THE COUNTY OF BRANT

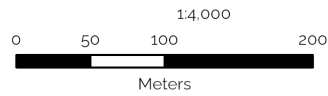
David Bailey, Mayor

Sunayana Katikapalli, Clerk

Schedule 'A'



SCHEDULE 'A'
COUNTY OF BRANT
BY-LAW No. 127-24



Date Printed: 2024-11-26

BY LAW NUMBER 128-24

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To confirm the proceedings of Council

WHEREAS by Section 5 of The Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Section 11 of The Municipal Act 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the County of Brant at this meeting be confirmed and adopted by by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the action of the Council of the Corporation of the County of Brant in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by Council of the Corporation of the County of Brant, at its regular meeting held on December 17, 2024 are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law;
2. **THAT** the Mayor and proper officials of the Corporation of the County of Brant are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the preceding section hereof;
3. **THAT** the Mayor and the Clerk be authorized and directed to execute all documents in that behalf and to affix thereto the seal of the Corporation of the County of Brant.

READ a first and second time, this 17th day of December 2024.

READ a third time and finally passed in Council, this 17th day of December 2024.

THE CORPORATION OF THE COUNTY OF BRANT

David Bailey, Mayor

Sunayana Katikapalli, Clerk