



AGENDA

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

1. Adoption of Agenda page 1
2. Disclosures of Pecuniary Interest and General Nature Thereof
3. Staff Reports
 - 3.1 Community Development Co-ordinator
 - 3.1.1 – ECDEV.20.12 - Award Contract for Economic Development Strategic Plan pages 2-5
4. By-laws
 - 4.1 – By-law 53-2020 – Shared Services Agreement with the Township of Chatsworth pages 6-11
5. Confirming By-law 54-2020 page 12
6. Adjournment

List of Upcoming Council meetings

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

Document Accessibility:

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MUNICIPALITY OF ARRAN-ELDERSLIE

STAFF REPORT

COUNCIL
August 17, 2020
SRECDEV.20.12

SUBJECT: Award Contract for Economic Development Strategic Plan

RECOMMENDATION:

Be It Resolved,

- 1) THAT SRECDEV.20.12 be received – Award Contract for Economic Development Strategic Plan
- 2) THAT Council hereby award the contract for the Economic Development Strategic Plan to Mellor Murray Consulting in the amount of \$24,061.00
- 3) THAT Council hereby authorize a maximum of \$4,061.00 be taken from the Efficiency/Modernization Grant Reserve Account 01-0000-2150.

Submitted by:

Reviewed by:

Original Signed by

Original Signed by

Laura Fullerton
Community Development Coordinator

Bill Jones
CAO/Clerk

BACKGROUND:

An Economic Development Strategic Plan will give the Economic Development Department an overarching strategy and action plan to guide projects and funds long term. This strategy will define priority areas, industry specific strategies and action items with outlined costs. This strategy will ensure that economic development in Arran-Elderslie is focused on priority areas that resonate with residents, business owners and Council and ensure that there is fair and equitable economic development throughout the entire Municipality.

The process for developing an Economic Development Strategic Plan includes hiring an outside company to gather and review community specific data, consult with stakeholders and use experience and expertise

to develop a complete strategy for the Economic Development Department. \$20,000 was approved to be spent from the the Provincial one-time Efficiency/Modernization Grant Reserve Account 01-0000-2150 November 12, 2019 in SRCLK.19.67.

COMMENTS:

Staff received seven (7) excellent proposals submitted on August 7, 2020.

Company	Proposal Amount
Factor 5 Group Inc.	\$44,344 plus HST
Location Strategies	\$19,550 plus HST
Mellor Murray Consulting	\$20,850 plus HST
Rebel Office Inc.	\$26,500 plus HST
Strexor Harrop and Associates	\$19,880.00 plus HST
Think Compass	\$45,000.00 Plus HST
WCM Consulting Inc.	\$33,425 plus HST

There were four (4) proposals that were not close enough to the set budget of \$20,000 to be considered for evaluation. These include Think Compass, Factor 5 Group Inc, Rebel Office Inc and WCM Consulting.

Three (3) of the submitted proposals were close enough to the budget to move forward with the evaluation stage. These proposals were from Mellor Murray Consulting, Location Strategies and Strexor Harrop and Associates. These proposals were scored by staff based on four (4) priorities set out in the Request for Proposal. These priorities included experience & qualifications, workplan & timeline and budget. Mellor Murray received the highest point score during the proposal evaluation process.

Mellor Murray Consulting has proposed that they will take on the project with an extremely experienced consulting team that has local experience and have worked with small communities in the past. Their team has experience in completing every goal that we had defined as a priority for the strategic plan project. Their workplan and timeline show a creative approach to engaging the community in the process through a survey, stakeholder interviews and workshops with the strategic plan committee. They have outlined a specific section that will be included in the plan to aid in COVID-19 business recovery in Arran-Elderslie. Their plan will contain a measurable action plan to ensure that the work put into developing the plan and data collected will be utilized effectively. Staff have been in contact with references who have worked with Murray Mellor on similar projects, all of

who have found their service to be timely and professional, with the team doing extensive and quality research.

Location Strategies provided a strong proposal, although their outlined experience leans more towards Foreign Direct Investment strategies than Economic Development Strategic Plans. Their proposal is strong in technical analysis and document review, however their plan to engage local stakeholders throughout the strategy development process was not as strong as Mellor Murray's. Their highlighted focus on branding and marketing for our communities would be beneficial, however staff are concerned that a branding and marketing process would require a more robust consultation than suggested on their proposal.

Strexor Harrop has experience working with small communities and with strategic plan development. Their proposal, although solid, does not provide the detail that Mellor Murray provides regarding their methodology. They do provide a creative approach to stakeholder engagement, however their level of detail in explaining their framework did not give staff insight into how their company would provide an individualized plan for Arran-Elderslie.

Staff recommend Mellor Murray Consulting be awarded the contract to complete the Economic Development Strategic Plan for \$24,061.00 including HST and disbursements. Due to their experience and qualifications, workplan and timelines, as well as budget, staff feel as though Mellor Murray will provide a strong plan that will add value to economic development in Arran-Elderslie.

After awarding the contract for the Economic Development Strategic Plan, the Mayor, as the appointed Economic Development Representative on Council, along with the CAO/Clerk and the Community Development Coordinator, will serve as the Economic Development Committee and liaise with the consultant's team when required throughout the process. The purpose of this committee is not to direct the consultants planning process, but to assist with the provision of information, logistics and local insight. Council may also appoint another member of Council to the committee if desired.

FINANCIAL/STAFFING/OTHER IMPLICATIONS:

\$20,000 has been budgeted from the Provincial one-time Efficiency/Modernization Grant Reserve Account 01-0000-2150, as approved on November 12, 2019 in SRCLK.19.67.

It is recommended that funds over the \$20,000 approved on November 12, 2019 also be taken from the Efficiency/Modernization Grant Reserve Account 01-0000-2150.

CONCLUSION:

That Council approve the recommendations as presented in report SRECDEV.12.20

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

BY-LAW NO. 53-2020

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
AND THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
FOR THE PROVISION OF A SHARED MUNICIPAL LAW ENFORCEMENT OFFICER**

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

WHEREAS Section 55 of the *Comprehensive Ontario Police Services Act, 2019, S.O. 2019, c. 1, as amended* permits Councils to appoint Municipal Law Enforcement Officers to enforce municipal by-laws;

WHEREAS Section 15.1 of the *Building Code Act, 1992, S.O. 1992, c. 23* and section 6.03 of By-Law 2018-057, being a By-law to Prescribe Standards for the Maintenance and Occupancy of Property and to Repeal By-Law 2005-40 the Property Standards By-Law for the Municipality of Brockton, authorizes Council to appoint an Officer who is responsible for administering and enforcing by-laws in relation to Property Standards;

WHEREAS Section 226.1 of the *Residential Tenancies Act, 2006, S.O. 2006, c.17* as amended permits a local municipality to appoint Inspectors;

WHEREAS the Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to enter into an agreement with the Corporation of the Township of Chatsworth regarding a shared Municipal Law Enforcement Officer.

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

1. That the Corporation of the Municipality of Arran-Elderslie hereby enter into an agreement with the Corporation of the Township of Chatsworth for a shared Municipal Law Enforcement Officer pursuant to the Comprehensive Ontario Police Services Act, effective August 17, 2020.
2. That Schedule "A", the Agreement ("Agreement"), forms part of this by-law.
3. That this By-law shall come into force and take effect upon receiving the final passing thereof.

READ a FIRST and SECOND time this 17th day of August, 2020.

READ a THIRD time and finally passed this 17th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, Clerk

THIS SHARED SERVICES AGREEMENT MADE THIS 17th DAY OF AUGUST, 2020

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ARRAN-ELDERSLIE
(hereinafter called "Arran-Elderslie")

- and -

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH
(hereinafter called "Chatsworth")

WHEREAS Arran-Elderslie and Chatsworth are desirous of sharing Municipal Law Enforcement Officer personnel;

AND WHEREAS Arran-Elderslie and Chatsworth have agreed to share the costs of enforcement and the appointment of a Municipal Law Enforcement Officer;

NOW THEREFORE this agreement witnesseth that the parties hereto covenant and agree the one with the other as follows:

PART 1: SCOPE

1.1 Definitions

"Administering Municipality" means the Corporation of the Township of Chatsworth.

"By-laws" mean the municipal by-laws enacted by Arran-Elderslie and Chatsworth respectively.

"Municipal Law Enforcement Officer" means the individual hired by the administering municipality to provide enforcement services to Arran-Elderslie and Chatsworth and shall be referred hereinafter as the "MLEO".

1.2 Joint Enforcement

The parties agree to jointly enforce each municipality's municipal by-laws through the appointment of a shared Municipal Law Enforcement Officer.

PART 2: DAILY OPERATIONS AND FINANCIAL ADMINISTRATION

2.1 Shared Municipal Law Enforcement Officer Employee

The Municipal Law Enforcement Officer shall be an employee of the Administering Municipality for the purposes of payroll administration. All decisions regarding

hiring or termination of the shared services employee shall be a joint decision of Arran-Elderslie and Chatsworth CAOs.

The performance review of the MLEO will be completed by Arran-Elderslie and Chatsworth CAOs through a standard evaluation survey agreed upon by the two CAOs.

Any decisions relating to staffing compliment or shared capital purchasing will be by mutual agreement of the CAOs and approved through the respective municipal councils.

2.2 Financial Transactions and Obligations

Each municipality shall receive its own fine monies in their respective municipality.

2.3 Appointment of Municipal Law Enforcement Officer

Arran-Elderslie and Chatsworth agree to appoint, by By-law, a Municipal Law Enforcement Officer.

2.4 The parties hereto understand and agree that the services as provided by the MLEO are provided in a manner that the services carried out in the individual municipalities are the responsibility of the individual municipality, and any liability accruing from the provision of these services is applicable to that individual municipality only, in which the liability may or has occurred.

2.5 Employee

a) The employee shall be deemed to be an employee of Chatsworth for the purposes of compensation, wages, Occupational Health and Safety, WSIB, benefits including OMERS, and all other applicable legislated regulations, as the case may be.

b) Chatsworth shall provide Arran-Elderslie with an employee two days per week (fifteen hours). The employee will work in Chatsworth the remaining three days per week (twenty-three and a half hours).

Should the need arise to work more than the number of days set out due to court appearances, time sensitive investigations, etc., the pro-rated amount shall be adjusted accordingly.

c) When the employee is absent due to vacation, sickness, personal or other reasons, Chatsworth will not provide another employee to cover the absent employee. Chatsworth will not be required to compensate Arran-Elderslie in any manner including providing alternative employment days for any lost time to due to vacation, sickness or personal absences.

d) It is understood that while the employee is working for each municipality, the employee will be under the supervision of that municipality.

- e) Each municipality will be responsible for setting down what type and level of enforcement services will be provided in accordance with the by-laws of each municipality.
- f) Any required training and conferences must be agreed up prior to enrolment and the expenses of such training shall be shared by both parties.

2.6 **Office Space, Telephone, Supplies**

All necessary office space, stationery, telephone, internet, etc. is to be provided by each individual municipality at their cost and is not part of this service agreement.

2.7 **Hours of Work**

The normal working hours are Monday to Friday (from 8:30 am – 4:30 pm in Arran-Elderslie, and from 8:00 am – 4:00 pm in Chatsworth); however, the hours may be flexible to respond to enforcement matters outside of the normal working hours. Any time spent outside of normal office hours will be treated as built-up time allocated to that municipality and any time taken from the built-up time will be taken from the days assigned to that municipality.

2.8 **Enforcement Records**

All records, notes, and documents of any kind shall belong to the respective municipality where the enforcement matter is initiated. All records must be kept, copied or scanned to the respective municipality's digital record keeping system.

2.9 **Vehicle and Insurance**

Each municipality will provide its own vehicle for the provision of by-law enforcement. The vehicle will be registered, licensed, plated and insurance by each respective municipality and will be used in accordance with each municipality's policies and practices.

In the event a municipal vehicle is not available, the MLEO will be required to use their own vehicle and receive compensation as per Chatsworth's "use of personal vehicle" policy and receive compensation on a per km. basis at the current approved rate for the Township of Chatsworth. The MLEO will be required to track all milege in each municipality when using their personal vehicle on the approved mileage tracking form provided by Chatsworth.

Any mileage paid out by Chatsworth to the MLEO for enforcement matters in Arran-Elderslie will be full recovered. Chatsworth will include a statement of personal mileage incurred with its quarterly billing to Arran-Elderslie.

2.10 **Shared Services Fees**

Chatsworth shall receive compensation from Arran-Elderslie on a quarterly basis calculated by providing a statement outlining the total expenses

Chatsworth shall invoice Arran-Elderslie based on a 60/40 Split with Arran-Elderslie paying 40% and Chatsworth paying 60% of the compensation costs as

set out in Section 2.5 a) as well as the proportionate share in the cost of membership fees, conferences and training. In the event the shared employee is terminated, the costs of such termination (ie. Legal, severance, termination pay, etc.) shall be shared on the same pro-rata basis. All amounts owing will be due net 30 days of the date of the invoice.

2.10 Administrative Charge

An administrative charge in the amount of \$1,500.00 per annum will be paid by Arran-Elderslie to Chatsworth. The administrative charge shall be over and above the shared costs in 2.9 above and shall be indexed based on the annual Consumer Price Index posted in November of each year. The annual fee will be invoiced and remitted by December 31st each year.

3. ENFORCEMENT AND LIABILITY

3.1 Proceedings under Municipal By-laws

All proceedings under municipal by-laws shall be commenced in the name of the MLEO for the applicable municipality within which the proceeding arises.

- 3.2 Each municipality shall be solely responsible for the costs of any proceedings under its own by-laws and shall be solely entitled to any award or costs in favour of said municipality in such proceedings.

4. TERM and TERMINATION OF AGREEMENT

This Agreement shall commence on October 1, 2020 for a two-year period and may be renewed for the same or longer term upon approval of both municipalities.

Either party may terminate this agreement in accordance with the following condition:

- a) Upon written notice to the other party at least six months prior to the expiry date of the agreement.
- b) Both parties agree that in instances of gross negligence by either party shall give the right to the affected party to terminate this agreement immediately.

5. INDEMNIFICATION

- 5.1 Each of the parties covenant and agree with the other that it shall indemnify and save harmless the other party, their servants, agents, successors and assigns from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of enforcement of their respective municipal by-laws within the territorial boundaries of the individual municipality in carrying out the provisions of this agreement.

6. NOTICE

Any notice required or permitted to be given pursuant to this agreement shall be given to the address indicated herein:

The Corporation of the Township of Arran-Elderslie
1925 Bruce Road 10
Box 70
Chesley, ON N0G 1L0

And

The Corporation of the Township of Chatsworth
316837 Highway 6,
RR 1
Chatsworth, ON N0H 1G0

The Corporation of the
Municipality of Arran-Elderslie
Per:

Mayor Steve Hammell

CAO Clerk Bill Jones
We have the authority to bind the Corporation

The Corporation of the
Township of Chatsworth
Per:

Mayor Scott Mackey

CAO Clerk Patty Sinnamon
We have the authority to bind the corporation

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

BY-LAW NO. 54-2020

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE
COUNCIL MEETING OF THE MUNICIPALITY OF ARRAN-ELDERSLIE
HELD AUGUST 17, 2020**

WHEREAS by Section 5(1) of the *Municipal Act 2001, S.O. 2001, c. 25, as amended*, grants powers of a Municipal Corporation to be exercised by its Council; and

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

WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Arran-Elderslie for the period ending August 17, 2020 inclusive be confirmed and adopted by By-law;

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

1. The action of the Council of the Municipality of Arran-Elderslie at its regular meeting held August 17, 2020 in respect to each motion and resolution passed, reports received, and direction given by the Council at the said meetings are hereby adopted and confirmed.
2. The Mayor and the proper Officials of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council.
3. The Mayor and CAO/Clerk, or in the absence of either one of them, the Acting Head of the Municipality, are authorized and directed to execute all documents necessary in that behalf, and the CAO/Clerk is authorized and directed to affix the Seal of the Corporation to all such documents.

READ a FIRST and SECOND time this 17th day of August, 2020.

READ a THIRD time and finally passed this 17th day of August, 2020.

Steve Hammell, Mayor

Bill Jones, CAO/Clerk