
COMMITTEE OF THE WHOLE MEETING AGENDA

Monday April 6, 2020 | 7:00 pm
Electronic Meeting

CHAIRPERSON – Mayor Sue Paterson

1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST

3. AGENDA ADDITIONS OR DELETIONS

4. DELEGATIONS

5. STAFF REPORTS

5.1 Report DCS-07-20 – COVID-19 Financial Impacts

Recommendation: That Report DCS-07-20 – COVID-19 Financial Impacts be received;
That Council provide direction for changes to the existing Town of Hanover receivables process; and
That if changes to interim taxes occur, that the 2020 final tax by-law acknowledge the changes as directed by Council to be retroactive to the interim tax billing.

5.2 Report FI-10-20 – Emergency Relief Services Agreement

Recommendation: That Report FI-10-20 – Emergency Relief Services Agreement between the Corporation of the Town of Hanover and the Governing Council of the Salvation Army in Canada, be received;
That Council approve the attached agreement as presented; and
That a by-law be brought forward authorizing the Emergency Relief Services Agreement between the Corporation of the Town of Hanover and the Governing Council of the Salvation Army in Canada.

6. CORRESPONDENCE REQUIRING ACTION

6.1 Wayne Burrow – Request to fly the Be A Donor Flag during National Organ and Tissue Donation Awareness Week April 19 – 25, 2020

Recommendation: for Council's consideration

7. REPORTS AND CORRESPONDENCE FOR INFORMATION

7.1 FI-11-20 – Monthly Activity Report – March 2020

7.2 PB-08-20 -Quarterly Report – MLEO (Jan-Mar 2020)

8. PLANNING AND ZONING MATTERS

- 8.1** Notice of Public Meeting – Monday April 20, 2020 | 7:00pm
- Zoning By-Law Amendment (Z4-20) – Part Lots 11, 12, 13 and 14, Conc 1 NDR
- Zoning By-Law Amendment (Z5-20) – 182 12th Street

9. DATES TO REMEMBER AND ANNOUNCEMENTS

- 9.1** Next Regular Council Meeting – April 20, 2020 | 7:00pm
9.2 Next Committee of the Whole Meeting – May 4, 2020 | 7:00pm

10. NOTICE OF MOTION

11. CLOSED MEETING

12. ADJOURNMENT



STAFF REPORT TO COUNCIL

FROM Christine Walker, Director of Corporate Services/Treasurer
DATE April 6, 2020
REPORT DC-07-20
SUBJECT **COVID 19 - Financial Impacts**

RECOMMENDATION

1. That Report DCS-07-20 – COVID 19 – Financial Impacts be received;
2. That Council provide direction for changes to the existing Town of Hanover receivables process; and
3. If changes to interim taxes occur, that the 2020 final tax by-law acknowledge the changes as directed by Council to be retroactive for the interim billing.

BACKGROUND

The COVID-19 pandemic presents a difficult and uncertain time for our residents and businesses. In an effort to reduce the financial challenges that some residents and businesses may be experiencing, municipalities throughout Ontario are considering various options with respect to penalty and interest charges on municipal property taxes. For clarification purposes, penalty is charged for current year taxes and receivables. Interest is charged on outstanding 2019 or prior year taxes.

In discussions with Grey County and other lower tier municipalities in the county, some municipalities are providing or considering extended due dates for their interim taxes and/or waiving penalty and interest charges for a period of time. Other municipalities throughout the province have offered a penalty-free payment grace period to all property owners for the 2020 interim tax bill. For example, the City of Toronto originally provided a 30-day grace period (no penalty & interest on current taxes due) and have since extended it to a 60-day grace period.

As council is aware, the taxes collected by the municipality are not strictly for our own use. They also include funds collected for the school boards and upper tiers. These monies are remitted on a quarterly basis (end of March, end of June, end of September and mid-December) to the respective school boards and the county. The March instalment of these payments has already been remitted.

Based on a Ministry of Finance letter dated March 25, 2020, the Province has announced 90-day extensions to the second and third quarterly school board payments. In Hanover's case, this represents \$611,900 that would be deferred from June 30 to September 30 and a further \$615,000 from September 30 to December 15 (September amount is an approximate figure dependent on the amount required once final bills are calculated upon receipt of school board rates from the Province). The third quarter payment would be due at the same time as when the final December 2020 quarterly payment would be due.

At this time, Grey County is making inquiries with the lower tier municipalities regarding the upcoming county instalment payments due in June and whether municipalities would be able to

meet this deadline. Some options include; delaying this quarterly payment to coincide with the Province, an extension of 30-60 days, or remittance of up to a percentage of the June amount due. The Town's payment to the county is approximately \$748,000 on June 30, 2020.

For water/sewer billings, within the month that the bills are processed, the invoice is due by the last working day of the month. The current due date of March 31, 2020 (billed the first week in March) has already been extended to April 30, 2020. No penalties will be added until May 1, 2020. The automatic due date pre-authorized payment (PAP) for these will occur on April 30 rather than March 31 as well. The penalty is currently 5% after the due date, and if it remains unpaid at the end of the next month, outstanding water/sewer bills are added to the property taxes where interest of 1¼% per month is added until paid in full.

Under the current process for accounts receivable invoices, the penalty is added the first of the month following the month in which the invoice was processed (i.e., if the invoice is processed March 15, 2020, no penalty is added until May 1, 2020). Penalty is then 1¼% of the outstanding balance per month until paid in full.

DISCUSSION

There are many factors that the municipality needs to consider in providing relief to ratepayers during this COVID-19 pandemic. In consideration of these factors, council has several options for providing relief, including deferral, postponement, elimination, reduction, or some combination of these. To help council consider the options and the implications of each, the following summary of the most apparent options available for taxes as well as other receivables, i.e., water/sewer billings and accounts receivables, is provided:

- a) **Extending Due Dates** – The first instalment for interim taxes was due February 28, 2020. The second instalment is due May 29, 2020 (approximately \$1,675,675) and could be extended to June 30, 2020 or another date. Extending due dates is relatively simple and can easily be implemented.

The final taxes are normally due August 31, 2020 and November 30, 2020. These could also be delayed by 30 days or longer keeping in mind that we would want to ensure enough time in between each instalment rather than all being due at the end of December 31, 2020 as one large payment.

For water/sewer billing, the due dates could be extended to the following month of each billing cycle. For example, the April water/sewer billing is usually due by the end of April – this could be extended to the end of May. This 30-day extension to the water/sewer billings could be implemented until the end of June 2020 (May billing) or another date.

A by-law would be required to make changes to the interim taxes and can be added as an amending note on the 2020 final levy by-law regarding any changes to the interim tax due dates. The delay in the due dates allows for no penalties to be charged until the new due date. The by-law already deals with penalties and interest.

- b) **Eliminating Penalty and Interest Charges** – Penalties and interest are intended as a deterrent to arrears and are also a revenue source for the municipality. If council chooses to eliminate any penalty and interest charges for a period of time, this would apply to any penalties on current taxes and receivables that become due during this elimination period, as well as any interest on outstanding taxes and receivables prior to the COVID-19 outbreak, if interest charges were also to be included.

Some lower tier municipalities have proposed the option of waiving penalties and interest on unpaid property tax and water/sewer bills for the three-month period from

April 1 to June 30. This would basically extend the due dates (without actually changing the dates) for any of these bills during this time period until June 30, 2020. This can easily be implemented and would also allow cash flow from those that continue to pay the bills based on the existing due dates.

- c) **Extending the Grace Period** – This option involves waiving late payment penalties on current taxes, water/sewer and other accounts receivables for a period of 30, 60 or 90 days. This would assist residents and businesses who find themselves facing financial hardship in deferring their next property tax instalment without penalty and would be applicable to the current year's taxes and applicable billings. This would basically extend the due dates (without actually changing the dates) during this time period. This can easily be implemented and it would allow cash flow from those that continue to pay the bills based on the existing due dates.
- d) **County and School Board Taxes** – As mentioned in the background to this report, quarterly payments to Grey County and local school boards occur four times per year. The March 31 instalment to these organizations has already been made in the amount of \$1,363,000. The next instalment is scheduled for June 30. The Province has announced the extension of the June 30 and September 30 instalments to the school boards by 90 days each. Grey County has not advised the lower tier municipalities if they will be extending their due date(s) or waiving any penalties and interest for late payment of these.
- e) **Deferral Programs** – There is also an option to defer taxes on a long-term basis, similar to a Home Equity Line of Credit or Local Improvement Charges on tax accounts. This gives people the ability to park taxes on a property for a longer period of time. Certain criteria to allow for this deferral program would be required, along with a policy as to how penalty/interest is calculated, which ratepayers would meet the criteria, etc. This is not a widely used option as it defers the taxes for many years and eventually is due upon the sale of the property. The property tax portion that is applicable to the county and school boards would not be part of this deferral program and, as such, would be an additional cost to the municipality.

FINANCIAL IMPLICATIONS

The following is a summary of the financial implications associated with each of the options noted in the discussion section above:

- a) **Extending Due Dates** – Extending due dates would result in reduced cash flow for a period of time, depending on the extension provided. The savings from the delay of the school boards' June 30 quarterly payments is dependent on the due date extension beyond June 30. Every 30-day extension to the second instalment of the interim taxes is a delay in receiving approximately \$1,675,675 of revenue for the municipality.
- b) **Eliminating Penalty and Interest Charges** – Based on the average of penalty and interest charges received from 2017–2019, eliminating these charges from April 1 – June 30, 2020 (3 months) would result in approximately \$16,338 less revenue for the municipality in 2020 (taxes - \$13,088; water/sewer - \$3,100; other A/R - \$150), or around \$5,500/month. The average of total penalty and interest revenues on all receivables during the year over the same three-year period is approximately \$68,200. To date in 2020, we have collected \$18,995 in penalty and interest charges for taxes & receivables (taxes - \$12,182; water/sewer - \$6,725; other accounts receivable - \$88).
- c) **Extending the Grace Period** – This option is essentially the same as eliminating penalty and interest charges (option b). The difference is that it is applicable only to

current year taxes, water/sewer and other accounts receivable and would not provide relief for previous arrears or outstanding receivables prior to COVID-19, i.e., only current charges during the COVID-19 pandemic would be applicable.

Providing a grace period would still provide the Town with the cash flow from those that continue to pay their billings by the current due date while providing those that are unable to make the due date deadline relief from penalties during the grace period.

- d) **County and School Board Taxes** - The June 30, 2020 quarterly instalments represent \$1,359,900 (\$748,000 for the county and \$611,900 for the school boards). With the school boards being extended from June 30 to September 30, 2020 and September 30 to December 15, 2020, there is approximately \$611,000 - \$615,000 of cash flow that would be available from the school board quarterly payment delays. The third quarter for the county is due September 30 and the third and fourth instalments for the school boards would both be due December 15, 2020. Staff recommend that if changes to municipal due dates is contemplated, that the Town's third instalment not be extended beyond September 30, 2020 in order to facilitate these payments for the county.
- e) **Deferral Programs** – Until the parameters of the program are available, the costs are unknown. This would be a burden on the municipality as the town can only defer the town portion of the taxes. As such, any county and school board applicable taxes would still be required to be paid.

Based on this analysis, either option b) eliminating penalty and interest charges or option c) extending the grace period to the current instalment dates of taxes, water/sewer and other accounts receivable from April 1 to June 30, 2020 may be the best option under the circumstances. This effectively extends the existing due dates for ratepayers to June 30, 2020 without penalties from April 1, 2020 and without changing the actual due dates of the billing. Option b) would further eliminate any interest charges applicable to existing arrears that were in effect prior to the COVID-19 pandemic.

The Town currently has two PAP plans - monthly PAP for taxes only and due date for both taxes and water/sewer billings. Those that are currently on PAP would need to contact the municipality if they wish to suspend either of these PAP plans. They would always have the ability to reapply for PAP when it suits their needs.

LINK TO STRATEGIC PLAN

This report supports the Vision and Corporate Values of the Town of Hanover, as well as the Goals and Action Plans set out in the Strategic Plan, particularly with respect to:

Strategic Direction #1: Economic Development

Goal: To create an environment that supports economic diversification, a broader range of attractive employment opportunities and our role as a regional centre in order to retain existing residents and businesses and attract investment and new families to the community.

Strategic Direction #2: Community

Goal: To support initiatives that contribute to healthier residents, more active and rewarding lifestyles, increased cultural activity and a safer community.

Strategic Direction #3: Environment

Goal: To preserve or enhance our natural surroundings while implementing local initiatives toward a more sustainable community.

Strategic Direction #4: Sustainable Municipal Operations

Goal: To continuously review the financial and operational aspects of municipal programs and services and support the maintenance, rehabilitation and reconstruction of our infrastructure.

Respectfully submitted,



Christine Walker, CMO
Director of Corporate Services/Treasurer

Concurrence,



Brian Tocheri
CAO/Clerk

STAFF REPORT TO COUNCIL

FROM Jeff Dentinger, Fire Chief / Fire Prevention Officer / CEMC
DATE April 6, 2020
REPORT FI-10-20
SUBJECT Emergency Relief Services Agreement between the Corporation of the Town of Hanover and the Governing Council of the Salvation Army in Canada

RECOMMENDATION

1. That Report FI-10-20 – Emergency Relief Services Agreement between the Corporation of the Town of Hanover and the Governing Council of the Salvation Army in Canada be received;
2. That Council approve the attached agreement as presented; and
3. That a by-law be brought forward authorizing the Emergency Relief Services Agreement between the Corporation of the Town of Hanover and the Governing Council of the Salvation Army in Canada.

BACKGROUND

The Emergency Management Program Committee has requested consideration for The Salvation Army to provide emergency relief services when needed during large scale emergencies. An agreement would be required for these services.

DISCUSSION

The agreement, as attached, has been created specifically for emergency relief services by The Salvation Army. These services would only be provided as needed and on a fee-for-service basis. Most clauses are standard and found in similar emergency relief service agreements.

Schedule 'A' identifies the services to be provided. Schedule 'B' outlines the access to information and protection of privacy. Schedule 'C' outlines the eligible expenses of the agreement. Schedule 'D' outlines the fundamental principles of the Salvation Army and Emergency Disaster Services.

FINANCIAL IMPLICATIONS

The fee for providing this service is limited to goods utilized. The Salvation Army has indicated that they rarely bill municipalities due to the amount of donations they receive during emergencies, but cost for food production is approximately \$10.00 per day per person for 3 meals and snacks.

LINK TO STRATEGIC PLAN

This report supports the indicated Strategic Directions and Goals of the Town of Hanover.

 Strategic Direction #1: Regional Centre

Goal: To enhance and strengthen Hanover's position as a regional centre while creating stronger working relationships with neighbouring municipalities and service providers for our mutual benefit.

 Strategic Direction #2: Economic Development

Goal: To create an environment that supports economic diversification and a broader range of attractive employment opportunities to retain existing residents and businesses and attract investment and new families to the community.

 Strategic Direction #3: Community

Goal: To support initiatives that contribute to healthier residents, more active and rewarding lifestyles and a safer community.

Strategic Direction #4: Sustainable Municipal Operations

Goal: To improve financial and operational aspects of the Town for the continued maintenance, rehabilitation and reconstruction of its infrastructure and to sustain and enhance current municipal programs and services.

Respectfully submitted,



Jeff Dentinger
Fire Chief / Fire Prevention Officer / CEMC

Concurrence,



Brian Tocheri
CAO/Clerk

AGREEMENT

EMERGENCY RELIEF SERVICES – Reception Centres

(The "Agreement")

BETWEEN:

THE CORPORATION OF THE TOWN OF HANOVER

(the "Town")

-and-

THE GOVERNING COUNCIL OF THE SALVATION ARMY IN CANADA

("TSA")

WHEREAS Section 3 of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, Chapter E.9, as amended (the 'Act') requires a municipality to formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan;

AND WHEREAS Section 9 of the Act provides that an emergency plan shall provide for obtaining and distributing materials, equipment and supplies during an emergency, and provide for such other matters as are considered necessary or advisable for the implementation of the emergency plan during an emergency;

AND WHEREAS Council for the Town of Hanover passed By-law 3060-19 on April 15, 2019 to adopt the emergency plan, known as the "Emergency Management Program and Emergency Response Plan", and may pass similar by-laws from time to time;

AND WHEREAS Section 10.5 part (d) of the Emergency Response Plan provides the Director of Parks, Recreation and Culture or alternate "liaise with Municipal Emergency Control Group (MECG) to coordinate the opening and operation of reception and/or evacuation centres to ensure the well-being of residents who have been displaced by arranging emergency lodging, clothing, feeding, registration and inquiry and personal services."

AND WHEREAS paragraph 10.3 part (c) of the Emergency Response Plan provides that the Liaison Officer or alternate is "responsible for arranging and coordinating emergency shelters, evacuation centres, emergency clothing, emergency feeding, registration and inquiry services."

AND WHEREAS paragraph 10.5 part (e) of the Emergency Response Plan provides the Director of Parks, Recreation and Culture or alternate "liaise with the Red Cross and key community groups who may provide necessary resources for the operation of reception and/or evacuation centres."

AND WHEREAS TSA is recognized as having the resources and mandate to assist in the provision of emergency relief;

AND WHEREAS the Town wishes to enter into an agreement with TSA for the provision of emergency relief services;

NOW THEREFORE, IN CONSIDERATION of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

Definitions

1. In this Agreement:

- a) "Emergency" means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;
- b) "Eligible Expenses" means the expenses incurred in the provision of Services which were pre-approved by the Chief Administrative Officer;
- c) "Reception Centre" means a centre designated by the Town that is located outside the impact zone of the emergency, where evacuees can go to register, receive assistance for basic needs, information and referral to a shelter if required;
- d) "CAO" means the Chief Administrative Officer for the Town, or designate;
- e) "Services" means the services to be provided by TSA under this Agreement.

Services

1.1 TSA shall provide the Services set out in Schedule A upon receipt of the Town's notification of an Emergency. However, nothing in this Agreement restricts the entitlement of TSA to provide additional services at its own expense, in the absence of notification by the Town.

Town Maintains Control Over Reception Centre

1.2 The Town shall at all times have control over and be responsible for the operation of Reception Centres. The Town may accept support from other community partners (NGOs) to ensure that all necessary services are available to the citizens and community staying in the Reception Centres during an Emergency.

Honest, Integrity, Applicable Law

1.3 TSA shall carry out the terms of this Agreement with honesty and integrity and in compliance with all applicable laws, regulations, by-laws, codes (including the Human Rights Code), and Town Policies (including, but not limited to, the Town's Accessible Customer Service Policy).

Accessibility for Ontarians with Disabilities Act Training

1.4 TSA shall ensure that all of its volunteers, employees or agents who deal with members of the public under this Agreement receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

Designation of Reception Centre Sites

2. The Town shall designate sites as potential sites for a Reception Centre and shall provide TSA with a list of designated sites, which list may be amended by the Town from time to time. Upon receipt of the list of designated sites, or an amended list of sites, TSA and the Town will finalize the location of the Reception Centres within 30 days of receipt of the list or amended list.

Licenses

3. The Town shall be responsible for obtaining any licenses, approvals or permits required to operate the Reception Centre(s).

Notification

4. In the event of an Emergency, the Town of Hanover Chief Administrative Officer (CAO) shall contact TSA within 24 hours of the decision to invoke TSA's services. There shall be no obligation on the Town to invoke TSA's services in the event of an Emergency.

Upon contacting TSA, the CAO shall provide, if known, the following information:

- (a) the nature and extent of the Emergency;
- (b) the anticipated number of evacuees;
- (c) the expected duration of the evacuation operation;
- (d) any identified threats or hazards to those affected or volunteer relief workers; and
- (e) what services are being requested and approved.

Staff and Volunteers

5. TSA shall provide staff and volunteers necessary to provide services set out in Schedule A at the Reception Centres. The Town shall at all times have control over and be responsible for the operation of Reception Centres. TSA staff and volunteers will report their activities to Town of Hanover Reception Centre.

Records Management

6. TSA shall establish, maintain and retain records of all of their activities at the Reception Centre during the Emergency for a period of three years.

Supplies

7. TSA shall be responsible to provide all necessary supplies to perform the Services set out in Schedule A including necessary supplies for their staff and volunteers.

TSA's Operating Policies

8. TSA shall make available to the Town its standard operating policies and procedures for the services provided to the Town, and will advise of any changes to those policies and procedures, including the adoption of guidelines issued by the provincial and/or federal governments.

Safety

9. TSA shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, including, but not limited to, the regulations applying to an employer, deemed or otherwise, of a sub-contractor. TSA shall ensure that its volunteers and staff respond in identifying uniform (e.g., a vest or other identifying apparel) and with appropriate personal protective equipment and photo ID.

Privacy and Confidentiality

10.1. TSA shall comply with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* with respect to Collection, Retention, Use and Disclosure of Personal Information, and shall comply with Schedule B, attached to and forming part of this Agreement. TSA shall use forms approved by the CAO when collecting personal information.

10.2 The Town shall comply with applicable legislation with respect to personal information obtained from TSA for Emergency relief purposes.

Unaccompanied Children under 16

11. TSA shall have in place a protocol for unaccompanied children under the age of 16, requiring that any such children shall be supervised in accordance with applicable legislation until united with a family member. TSA shall ensure that volunteers supervising unaccompanied children or vulnerable adults have had a vulnerable sector police background check completed prior to their qualifying as a volunteer in this capacity.

Alternative Accommodation

12. With the prior approval of the CAO, TSA may direct an evacuee to alternative accommodation if, in the opinion of TSA, the evacuee requires special care and is unable to be adequately housed in a Reception Centre.

Payment of Expenses

13. TSA will invoice the Town for the Eligible Expenses, as listed in Schedule C, incurred in the delivery of Services during the prior calendar month. Invoices received by the Town within 10 business days of the first day of the month following the month in which the Services were provided will be paid by the Town within 30 days of receipt. If the Town, acting reasonably, disputes an amount or item

contained in the invoice, the Town does not have to pay the amount unless TSA can satisfy the Town that the amount or item is validly invoiced.

Indemnification

14. TSA undertakes and agrees to defend and indemnify the Town and hold the Town harmless, at TSA's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Town may sustain or incur by reason of: (a) any breach of this Agreement by any of TSA, TSA's employees, volunteers or persons for whom TSA is at law responsible; (b) any loss or misuse of funds held by TSA under this Agreement; (c) the acts or omissions of TSA, TSA's employees, volunteers or any person for whom TSA is at law responsible in carrying on the Services, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties; (d) any claim or finding that any of TSA, TSA's employees, volunteers or persons for whom TSA is at law responsible are employees of, or are in any employment relationship with, the Town or are entitled to any Employment Benefits of any kind; or (e) any liability on the part of the Town, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the Town, from TSA; TSA's employees, volunteers or others for whom TSA is at law responsible in connection with the carrying on the Project.

Insurance

15. Throughout the term of this Agreement, TSA shall obtain and maintain third party general liability insurance covering all claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the work covered in this Agreement. Such policy shall include the Town as an additional insured with respect to this Agreement and be in an amount not less than Two Million Dollars (\$2,000,000.00) including personal injury liability, broad form property damage liability, contractual liability, owners and contractors protective liability, non-owned automobile liability, contingent employer's liability, and shall contain a severability of interests clause and cross liability clauses. Further, this insurance will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the date of cancellation or expiry.

Reporting

16. TSA shall provide the Town with a summary of events and/or a debriefing within thirty (30) calendar days after the start of the Emergency and on a monthly basis thereafter. At the conclusion of an Emergency relief effort, TSA shall, within sixty (60) calendar days, provide to the Town a final report and accounting of its activities during the Emergency.

Legal Relationship

17. Nothing in this Agreement gives rise to a partnership or joint venture between the Town and TSA.

TSA acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that TSA nor any person employed by or associated with TSA, including any volunteer, is an employee of, or has an employment relationship of any kind with the Town or is in any way entitled to employment benefits of any kind whatsoever from the Town whether under internal policies and programs of the Town, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996, c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

Notwithstanding the paragraph above, it is the sole and exclusive responsibility of TSA to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

Amendment of Agreement

18. None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

Term and Termination

Term

19. This Agreement shall continue for a period of five years unless terminated by either party.

Termination

20.1 This Agreement may be terminated by either party by giving thirty (30) calendar days' notice in writing to the other party.

20.2 Termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.

Withdrawal of Services - Health and Safety Considerations

21. TSA, acting reasonably, may give immediate notice at any time during an Emergency that it will withdraw or reduce its Services in the event conditions are such that TSA is unable to provide Services without compromising the health or safety of its staff and/or volunteers.

Notice

22. Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other:

To the Town:

Chief Administrative Officer/Clerk
The Corporation of the Town of Hanover
341 10th Street, Hanover, ON N4N 1P5
Tel: 519.364.2780 ext. 1228
Fax: 519.364.6456

To the TSA:

The Salvation Army Emergency Disaster Services
371 King Street, London, ON N6B 1S4
Tel: (519) 433-6106
Cell: (226) 235-0488
Email: dan_millar@can.salvationarmy.org

23. Any notice, instrument or document to be given by either party to the other shall in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a business day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

Dispute Resolution

24. A dispute between the parties relating to the interpretation or implementation of this Agreement shall be addressed through good faith negotiation, with or without the assistance of a mediator. In the event that the parties are not able to reach a resolution of all the matters in dispute after mediation, then on written consent of both parties, the matters remaining in dispute may be finally determined by arbitration in accordance with the provisions of the legislature of the province of Ontario by a single arbitrator appointed in accordance with the legislation.

Whole Agreement

25. This Agreement comprises the whole of the understanding between the parties and is not subject

to or in addition to any other arrangements, representations or warranties, whether written, oral or implied, that are not set out herein. However, the parties acknowledge that this agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the geographic boundaries of the Town of Hanover.

Execution

26. The parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

Representatives/Signatories

This Agreement has been executed on behalf of TSA by its duly authorized representatives and on behalf of the Town under the hands of its Mayor and Clerk.

Signed, sealed and delivered.

For TSA:

**The Governing Council of the Salvation Army in -
Canada**

Date: _____

*(signature)

(Print Name)

*I have authority to bind the Corporation.

For the Town:

The Corporation of the Town of Hanover

Date: _____

Sue Paterson, Mayor

Date: _____

Brian Tocheri, CAO/Clerk

Schedule A - Services

When notified by the Town to provide some or all of the Services, TSA shall provide the following Services as notified by the Town as follows:

A) Reception Centre

When requested by the CAO, TSA (Disaster Services) shall provide volunteers to assist with social services for Town Reception Centres.

B) Mobile Feeding Service

When requested by the CAO, TSA (Community Response Unit - CRU) shall provide hot and cold beverages, soups/chili, sandwiches, snacks and hot meals. When requested by the CAO, TSA shall provide a canteen service to evacuees and first responders at various locations including staging areas and Reception Centres.

C) Emergency Food Services

When requested by the CAO, TSA shall provide food for Reception Centres with 2 hours' notice (providing the same services as the CRUs).

TSA feeding services shall be provided by trained food handlers.

D) Emergency Clothing Service

The Salvation Army has contacts with the community to provide emergency clothing to evacuees or identify clothing outlets for clothing services.

E) Emotional & Spiritual Care/Crisis Intervention

The Salvation Army can provide a variety of support services to victims, responders and volunteers. This includes personal services, spiritual counseling, comfort, and clergy assistance. While being a Christian-based organization, TSA can also assist in providing non-denominational assistance to those who need it and also assist with multi-disciplinary Critical Incident Stress Management.

Schedule B - Access to Information and Protection of Privacy

1. In this Schedule:
 - (a) "Town Information" means General Information or Personal Information:
 - (i) provided by the Town to TSA in relation to this Agreement;
 - (ii) collected by TSA in relation to this Agreement;
 - (iii) derived by TSA from the General Information or the Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);
 - (b) "TSA Information" means General Information or Personal Information, except Town Information, provided by TSA to the Town in relation to this Agreement;
 - (c) "General Information" means recorded information that is not Personal Information; and
 - (d) "Personal Information" means recorded information about an identifiable individual, including,
 - (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
 - (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
 - (iii) any identifying number, symbol or other particular assigned to the individual;
 - (iv) the address, telephone number, fingerprints or blood type of the individual;
 - (v) the personal opinions or views of the individual except if they relate to another individual;
 - (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - (vii) the views or opinions of another individual about the individual;
 - (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.
2. TSA shall comply with all applicable access to information and protection of privacy legislation in relation to the performance of this Agreement.
3. All Town Information shall remain the sole property of the Town and any of it or all of it shall be given by TSA to the Town within 5 business days of:
 - (a) the Town's written request;
 - (b) at the end of the Emergency; or
 - (c) the termination or expiry of this Agreement.
4. Except in accordance with this Agreement, TSA shall, when **collecting** Town Information that is Personal Information:
 - (a) limit its collection of the information to that which is necessary for it to comply with this

Agreement;

(b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and

(c) identify the purpose for which the information is collected to the individual at or before the time of collection.

5. TSA shall **retain** all Town Information in a manner that protects its security and confidentiality and shall not disclose Town Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.
6. TSA shall not use Town Information that is Personal Information for purposes other than that for which it was collected.
7. TSA shall not **disclose** Town Information in any manner whatsoever without the prior approval in writing of the Town except in accordance with this Agreement.
8. TSA shall not destroy any Town Information.
9. The Town may disclose, subject to all applicable access to information and protection of privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, as amended:
 - (a) any part of or all TSA Information; or
 - (b) any part or all of this Agreement.

Schedule C - Eligible Expenses

FEE RATES, MAXIMUMS AND INVOICING PROCESS

1. The Town and TSA will mutually agree on appropriate Eligible Expenses based on the services provided during an Emergency event.
2. All expenses must be preapproved by the CAO in order to qualify for reimbursement as Eligible Expenses.

Schedule D - Fundamental Principles of the Salvation Army and Emergency Disaster Services

AN ARMY OF SALVATION

The Salvation Army of Canada

IDENTITY STATEMENT

The Salvation Army is an international Christian church. Its message is based on the Bible; its ministry is motivated by love for God and the needs of humanity.

MISSION STATEMENT

The Salvation Army exists to share the love of Jesus Christ, meet human needs and be a transforming influence in the communities of our world.

CORE VALUES

Salvation, Holiness, Intimacy with God, Compassion, Respect, Excellence, Integrity, Relevance, Cooperation and Celebration.

Emergency Disaster Services

The Salvation Army Emergency Disaster Services provides support, training and resources to respond with compassion, as exemplified by Jesus Christ, to those affected by emergencies and disasters.

Whenever any emergency, disaster, or critical incident strikes, the presence of Salvation Army personnel is expected. Whether it be a small-scale local incident or a major disaster, The Salvation Army is well-equipped to handle any demands made of it, as requested by the local municipality, province of Ontario, Emergency Services Personnel, or other Emergency Disaster Services unit. The Salvation Army's capability and experience are proven. Salvation Army staff and volunteers are often among the first on the scene and one of the last to depart, honouring a century-old commitment to serve those in need, at the time and place of need.

The Army's unique, international, quasi-military structure enables it to move quickly into action, utilizing local resources as well as those from within other parts of Ontario, Canada and the United States, if required. The Salvation Army can mobilize officer-personnel, staff, resources, volunteers and financial support from the public at large, and bring them to bear where the need is greatest.

Email : March 30, 2020

From: Wayne Burrow

Message: Be A Donor Flag

Good afternoon Vicki

I am once again asking for permission from council to have the Be A Donor Flag flown for the time period of April 19 to the 25th to mark the week of National Organ and Tissue Donation Awareness Week.

Their consideration would be most appreciated by me as an advocate for Organ Donation for Trillium Gift of Life Network and I am a Donor Family Member. Hanover now sits at 44% registered donors, which is quite impressive.

I thank you in advance for your consideration.

Wayne Burrow

STAFF REPORT TO COUNCIL

FROM Jeff Dentinger, Fire Chief / Fire Prevention Officer / CEMC
DATE April 6, 2020
REPORT FI-11-20
SUBJECT Monthly Activity Report – March 2020

1. March Fire Calls

Year	CO False Alarms	False Fire Calls	Medical	Pre Fire Conditions	Fires	Burning Controlled	Public Hazard	Rescue	Other	Total
2016	1	4	0	0	1	0	0	1	0	7
2017	1	1	0	0	2	0	2	1	2	9
2018	1	2	5	0	2	0	0	1	4	15
2019	1	4	6	0	1	0	0	3	2	17
2020	1	3	6	1	1	0	2	2	2	18

2. Annual Fire Calls to March

Year	CO False Alarms	False Fire Calls	Medical	Pre Fire Conditions	Fires	Burning Controlled	Public Hazard	Rescue	Other	Total
2016	6	9	1	0	5	0	1	4	3	29
2017	4	8	0	0	3	0	6	1	5	27
2018	3	6	13	0	3	1	1	3	7	37
2019	2	8	17	2	3	0	6	4	10	52
2020	2	7	13	2	2	0	4	3	7	40

3. Fire Inspections

Inspections	Alarmed for Life	
Total Inspections	11	Total homes visited 27
Reports Issued	11	Total homes entered 18
Inspections in progress	8	Total homes compliant 7 (39%)

4. Public Education

Activities 0

Number of residents 0

This report is provided to Hanover Council for information only.

Respectfully submitted,



Jeff Dentinger
 Fire Chief / Fire Prevention Officer / CEMC



STAFF REPORT TO COUNCIL

FROM Don Tedford, Director of Development/CBO
DATE April 6, 2020
REPORT PB-08-20
SUBJECT Municipal Law Enforcement Quarterly Report (January to March 2020)

Description	Total Issues / Complaints
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Parking	47
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25 parking infractions issued, 22 related to complaints and proactive enforcement

Clean Yards	3
Zoning	5
Animal Control	12
Noise	5
Signs	9
Fences	2
Property Standards	10
Mobile Canteen	1
Parks	0
Education	2
Open Air Burning	1
COVID 19 Compliance	3

All other bylaws are a result of complaints received with the exception of zoning and signs. Ken follows up on numerous phone inquiries and complaints besides what is listed above.

As of March 31, Mr. Campbell is also assisting Hanover Police Service with monitoring and enforcing the Province's recently announced Emergency Orders.

This report is provided to Hanover Council for information only.

Respectfully submitted,

Don Tedford
 Director of Development / CBO

NOTICE OF A PUBLIC MEETING

CONCERNING A PROPOSED PLAN OF SUBDIVISION AND ZONING BY-LAW AMENDMENT

TAKE NOTICE that the Council of the Corporation of the Town of Hanover will hold a Public Meeting on:

MONDAY, APRIL 20, 2020 at 7:00 P.M.

in the Municipal Council Chambers located at 341 10th Street to consider a proposed zoning by-law amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended. This meeting will also include the public meeting requirement, including circulation for a proposed Plan of Subdivision.

The proposed zoning by-law amendment (Z4-20) would rezone lands described as Part of Lots 11, 12, 13, and 14, Concession 1 NDR, Town of Hanover, geographic Township of Bentinck, now in the Town of Hanover, in the County of Grey. Below is a key map showing the location of the proposed amendment.

This Zoning By-law Amendment proposes to rezone the subject lands to implement the revised 106-unit plan of subdivision. The effect of the zoning by-law amendment is to change the zone symbols from Residential Type 1 (R1) and Residential Type 2 (R2) zones to the Residential Type 3 Site Specific (R3-xx) zone to allow for the construction of 22 semi-detached dwelling units instead of the 8 detached dwellings and 6 townhouses that were originally proposed in the draft plan of subdivision for these lands.

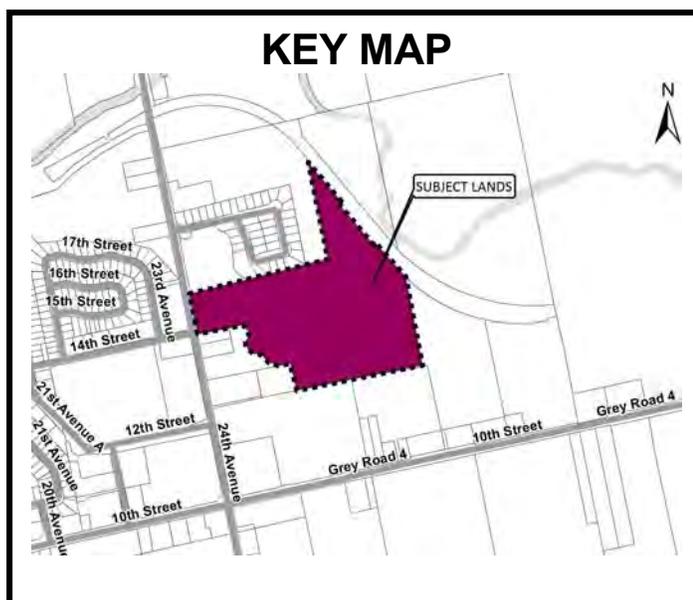
ANY PERSON may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed zoning by-law amendment.

IF a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Hanover before the proposed zoning by-law is passed, the person or public body is not entitled to appeal the decision of the Town of Hanover to the Local Planning Appeal Tribunal.

IF a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Hanover before the proposed zoning by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

ADDITIONAL information relating to the proposed zoning by-law amendment may be obtained by contacting the undersigned.

Dated at the Town of Hanover
this 26th day of March, 2020



Brian Tocheri, CAO/Clerk, Town of Hanover
341 10th St. Hanover ON N4N 1P5
t 519.364.2780 | f 519.364.6456 | hanover.ca

NOTICE OF A PUBLIC MEETING

CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT

TAKE NOTICE that the Council of the Corporation of the Town of Hanover will hold a Public Meeting on:

MONDAY, APRIL 20, 2020 at 7:00 P.M.

in the Municipal Council Chambers located at 341 10th Street to consider a proposed zoning by-law amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended.

The proposed zoning by-law amendment (Z5-20) would rezone lands described as Lot 48, Registered Plan 770 and known as 182 12th Street in the Town of Hanover in the County of Grey. Below is a key map showing the location of the proposed amendment.

This Zoning By-law Amendment proposes to rezone the lands that are currently zoned Residential Type 4 (R4) to Residential Type 5 (R5) Zone to allow 2 additional dwelling units for a total of 6 dwelling units to be located at lands known as 182 12th Street.

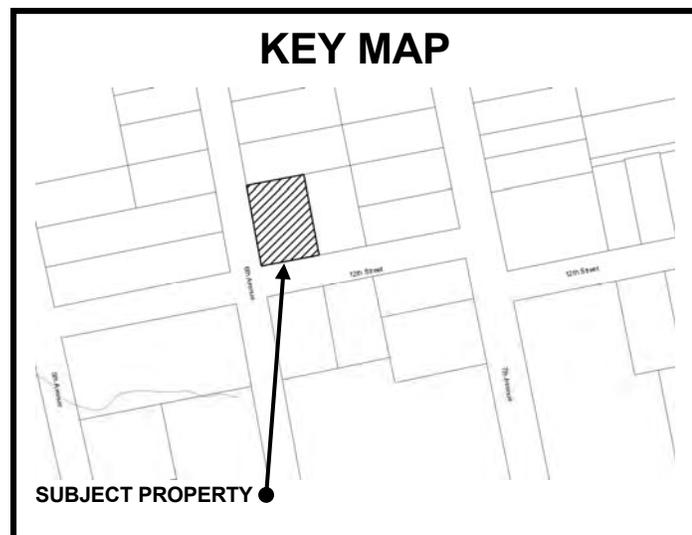
ANY PERSON may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposed zoning by-law amendment.

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IF a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Hanover before the proposed zoning by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

ADDITIONAL information and site plan relating to the proposed zoning by-law amendment may be obtained by contacting the undersigned.

Dated at the Town of Hanover
this 26th day of March, 2020.



Brian Tocheri, CAO/Clerk, Town of Hanover
341 10th St. Hanover ON N4N 1P5
t 519.364.2780 | f 519.364.6456 | hanover.ca