



COUNCIL AGENDA – 24 – 2019 MUNICIPALITY OF HURON EAST
to be held on
TUESDAY, DECEMBER 17th, 2019 – 7:00 p.m.
HURON EAST COUNCIL CHAMBERS

1. **CALL TO ORDER & MAYOR'S REMARKS**
2. **CONFIRMATION OF THE AGENDA**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **MINUTES OF PREVIOUS MEETING**
 - 4.24.1 Regular Meeting – December 3rd, 2019 (encl.) (Pages 4-9)
 - 4.24.2 Public Meeting – December 3rd, 2019 (encl.) (Pages 10-11)
5. **PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**
 - 5.24.1 7:30 p.m. – Proposed Amendments – Building Permit Fee Schedule
 - Amendments to Building Permit Fee Schedule (encl.) (Pages 12-15)
 - Draft By-Law 95-2019 (encl.) (Pages 16-29)
6. **ACCOUNTS PAYABLE** \$3,696,414.75 (encl.) (Pages 30-39)
7. **REPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERS**
 - 8.24.1 CEMC – Emergency Manager – County of Huron – Huron County Mutual Assistance Agreement (encl.) (Pages 40-42)
 - 8.24.2 CAO/Clerk – 2020 Meeting Schedule (encl.) (Pages 43-44)
 - 8.24.3 CAO/Clerk – By-Law 91-2019 appointments (encl.) (Page 45)
 - 8.24.4 CAO/Clerk – Huronview Laneway Access (encl.) (Pages 46-51)
 - 8.24.5 CAO/Clerk – Insurance Renewal 2020 (proposal received late Friday and a report will be forwarded to Councillors on Monday)
8. **CORRESPONDENCE**
 - 9.24.1. Municipality of Central Huron – Notice of Court of Revision – January 6th, 2020 at 5:00 pm at Town Hall in Clinton – Dodds Municipal Drain Branch No. 1. (encl.) (Pages 52-53)
 - 9.24.2. Township of Greater Madawaska – requesting support for a resolution concerning electronic delegations to small and rural Municipalities that do not have sufficient budget to attend conferences. (encl.) (Page 54)
 - 9.24.3. Town of Amherstburg – resolution concerning declaring a Climate Emergency and the reduction of emissions and preparing for our climate future. (encl.) (Pages 55-57)
9. **UNFINISHED BUSINESS**
 - 9.24.1 Strategic Planning
10. **MUNICIPAL DRAINS**

11. PLANNING**12. COUNCIL REPORTS****12.24.1** Council Member Reports

→ County Council Report

→ Other Boards/Committees or Meetings/Seminars

12.24.2 Requests by Members**12.24.3** Notice of Motions**12.24.3.1** – Administration Committee (see November 19th, 2019 meeting minutes – agenda item 13.24.5)**12.24.3.1.1** Annual Surplus/Deficit – Building Department (encl.) (Page 58)**12.24.3.1.2** Building Permit Fee Schedule Review (encl.) (Page 58)**12.24.4** Announcements**13. INFORMATION ITEMS****13.24.1** Rural Ontario Municipal Association – advising representatives of OGRA met with ROMA Board on November 15th, 2019 to discuss how the two organizations can collaborate in the future. (encl.) (Page 59)**13.24.2** Huron East/Seaforth Community Development Trust – copy of meeting minutes – November 7th, 2019. (encl.) (Pages 60-64)**13.24.3** Walton Landfill Committee – copy of meeting minutes – November 12th, 2019. (encl.) (Pages 65-67)**13.24.4** Huron East Water & Sewer Committee – copy of meeting minutes – November 12th, 2019. (encl.) (Pages 68-71)**13.24.5** Huron East Administration Committee – copy of meeting minutes – November 19th, 2019. (encl.) (Pages 72-74)**13.24.6** Huron East Personnel Committee – copy of meeting minutes – November 27th, 2019 (encl.) (Pages 75-76)**13.24.7** Seaforth Area Fire Board – copy of meeting minutes – November 27th, 2019. (encl.) (Pages 77-86)**13.24.8** Bluewater Recycling Association – Board of Director Meeting Highlights of November 21st, 2019.**13.24.9** Association of Municipalities of Ontario – Policy Update – Government of Ontario announced it would begin a pilot program to allow electric scooters on municipal roads in Ontario. (encl.) (Pages 87-92)**13.24.10** Ontario Provincial Police Municipal Policing Bureau – News Bulletin for December 2019. (encl.) (Page 93)**14. OTHER BUSINESS****14.24.1** Tax Write Offs (encl.) (Pages 94-102)**15. BY-LAWS****15.24.1** By-Law 83-2019 – Authorize Agreement – Bluewater Recycling Association – automated co-collection system of wastes and recyclables in Grey and McKillop Wards (encl.) (Pages 103-112)**15.24.2** By-Law 87-2019 – Authorize Agreement – Site Plan Control – Lots 221 and 222, Plan 389, Seaforth Ward, Mark Joseph Dekroon, Kyle Douglas Bennewies and Scott Christopher Dekroon (3rd reading) (encl.) (Page 113)

- 15.24.3 By-Law 89-2019 – Authorize Agreement – Mutual Assistance Agreement – County of Huron and lower tier municipalities (encl.) (Pages 114-129)
 - 15.24.4 By-Law 90-2019 – Drain Maintenance Assessment schedules (encl.) (Pages 130-133)
 - 15.24.5 By-Law 91-2019 – Appoint Community Safety and Well-Being Advisory Committee (encl.) (Page 134)
 - 15.24.6 By-Law 92-2019 – Transfer Responsibilities from County of Huron – Plumbing and On-site Sewage Systems (encl.) (Page 135)
 - 15.24.7 By-Law 93-2019 – Repeal By-Law 31-2019 to temporarily suspend provisions of By-Law 29-1993 of former Township of Tuckersmith – Front Street Two-Way Street (encl.) (Page 136)
 - 15.24.8 By-Law 94-2019 – Authorize Lease Extension Agreement – Dynacare Gamma Laboratories Partnership (encl.) (Page 137) (Agreement to be presented at the meeting)
 - 15.24.9 By-Law 95-2019 – Building Permit Fee Schedule – including fees for plumbing and on-site sewage inspections (1st and 2nd readings) (encl.) (Pages 138-151)
16. **CLOSED SESSION AND REPORTING OUT (Section 239 of the *Municipal Act, 2001*)**
17. **CONFIRMATORY BY-LAW**
- 17.24.1 By-Law 96-2019 – Confirm Council Proceedings (encl.) (Page 152)
18. **ADJOURNMENT**

**UNICIPALITY OF HURON EAST COUNCIL MEETING MINUTES
HELD IN THE COUNCIL CHAMBERS, SEAFORTH, ONTARIO
TUESDAY, NOVEMBER 19th, 2019 – 7:00 P.M.**

Members Present: Mayor Bernie MacLellan, Deputy Mayor Robert Fisher,
Councillors Alvin McLellan, Dianne Diehl, Zoey Onn,
Brenda Dalton, Gloria Wilbee, Ray Chartrand, Larry McGrath
and Joe Steffler
Councillor John Lowe arrived at 7:16 p.m.

Members Absent: nil

Staff Present: CAO/Clerk, Brad Knight
Finance Manager-Treasurer/Deputy Clerk, Paula Michiels
Public Works Coordinator, Barry Mills
Economic Development Officer, Jan Hawley
Executive Assistant, Janice Andrews

Others Present: Shawn Loughlin, Editor, The Citizen
Laura Simpson, Planner, County of Huron
Denise VanAmersfoort, Senior Planner, County of Huron

Matt Haney, Glen Haney, Brian Oldfield and Ed VanMilttenburg attended the meeting to hear the engineers' report on the Haney Municipal Drain 2019 (Item 5-23-2).

Kyle Henderson attended to hear the discussion and answer any questions on his severance inquiry on Roxburgh Plan 286 (Item 6.23.2 and 8.23.1).

Scott Dekroon attended to hear the discussion and answer any questions on the Site Plan Control Agreement on Lots 221 and 222, Plan 389, Seaforth Ward (Item 6.23.3 and 15.23.4).

CALL TO ORDER & MAYOR'S REMARKS

Mayor Bernie MacLellan called the meeting to order at 7:00 p.m.

CONFIRMATION OF THE AGENDA

Moved by Ray Chartrand and seconded by Joe Steffler:

Adopt Agenda

That the Agenda for the Regular Meeting of Council dated December 3rd, 2019 be adopted as circulated with the following additions:

- 1) Agenda Item 8.23.3 – CAO/Clerk – Upshall Backhoe Service – Status of Snow Plow Tender
- 2) Agenda Item 9.23.2 – Huron Domestic Assault Review Team (DART) – National Day of Remembrance and Action on Violence Against Women – December 6th, 2019.

Carried.

DISCLOSURE OF PECUNIARY INTEREST

Councillor Larry McGrath declared a pecuniary interest on the Kyle Henderson severance inquiry as his son owns property beside the property in question (Item 6.23.2 and 8.23.1).

MINUTES OF PREVIOUS MEETING

Moved by Joe Steffler and seconded by Ray Chartrand:

Meeting Minutes

That Council of the Municipality of Huron East approve the following Council Meeting Minutes as printed and circulated:

- a) Regular Meeting – November 19th, 2019
- b) Public Hearing – November 19th, 2019

Carried.

PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**7:08 p.m. Public Meeting – Zoning By-Law Amendment Application**

Moved by Brenda Dalton and seconded by Ray Chartrand:
That Council of the Municipality of Huron East adjourn the regular meeting of Council at 7:05 p.m. to go into a Public Meeting to discuss the following:
That Council of the Municipality of Huron East adjourn the regular meeting of Council at 7:08 p.m. to go into a Public Hearing to discuss the following:

Adjourn
Regular
Meeting

- i) Zoning By-Law Amendment Application – Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward (William Swinkels)

Carried.

The regular meeting reconvened at 7:11 p.m.

Reconvene
Regular Meeting

7:11 p.m. Engineers' Report – Haney Municipal Drain 2019

Edward DeLay, M. Eng., P. Eng., and Trevor Kuepfer, P. Eng. of R. J. Burnside & Associates Limited, attended before Council to review the Haney Municipal Drain 2019 Report, serving the following drainage system:

- The 'A' Drain serving Los 4 & 5, Concession 2 and Lots 6 & 7, Concession 3, outletting to the Dill Municipal Drain on Lot 7, Concession 2.
- The "B" Drain serving Lots 6 & 7, Concession 3, outletting to the Dill Municipal Drain on Lot 7, Concession 2.
- The 'C' and 'D' Drains serving Lot 5, Concession 3, outletting to the 'B' Drain on Lot 6, Concession 3.

Mr. Kuepfer gave a summary of the report and answered questions of Council. The total estimated cost of the Haney Municipal Drain 2019 is \$700,000

Moved by Alvin McLellan and seconded by Ray Chartrand:
That Council of the Municipality of Huron East accept the engineers' report on the Haney Municipal Drain 2019 and designate it as By-Law 84-2019 and the Court of Revision be set for Tuesday, January 7th, 2020 at 7:15 p.m.
Carried.

Engineers'
Report
Haney Drain

PLANNING

Moved by Ray Chartrand and seconded by Larry McGrath:
THAT WHEREAS the Council of the Municipality of Huron East has held a public meeting pursuant to Section 34(12) of the Planning Act, 1990 with respect to the proposed zoning By-Law 85-2019;
AND WHEREAS no public comments were received on this application;
AND WHEREAS agency comments were received from the Huron County Planning and Development Department recommending that the Municipality approve Zoning By-Law 85-2019;
NOW THEREFORE, pursuant to Section 34(18) of the Planning Act, 1990, Council concurs with the November 27th, 2019 Planning Report and recommends By-Law 85-2019 for approval. Carried.

Recommend
By-Law 85
for 2019
be Approved

JL Retirement Living Inc – Plan of Condo Approval Extension

Huron County Planner Laura Simpson attended before Council to review her report concerning an extension of the Draft Plan of Condominium 40CDM16001 – Jessica Lunshof c/o JL Retirement Living Inc. Council were advised the current draft plan was granted approval by the County of Huron on February 8, 2017 and lapses on March 2nd, 2020. The applicant has requested extending the draft plan approval to provide an additional time to satisfy all conditions. The Planning Department has recommended a three year extension be granted to encourage continued movement towards fulfilling conditions and obtaining final plan approval.

Moved by Joe Steffler and seconded by Larry McGrath:
That Council of the Municipality of Huron East support a three-year extension of approval for draft Plan of Condominium File 40CDM16001 (JL Retirement Living Inc.) and direct the CAO/Clerk to forward this resolution to the Huron County Planning and Development Department for consideration by the approval authority under Planning Act s. 51(33). Carried.

3-Year
Extension
Plan of Condo
JL Retirement
Living Inc.

Kyle Henderson Severance Inquiry (Roxburgh)

CAO/Clerk Brad Knight reviewed his report to Council concerning the severance inquiry of Kyle Henderson on Plan 296 (Roxburgh) located on Bridge Road at the west end of McKillop. The CAO advised the property is approximately 7 acres and includes unopened road allowances dividing Plan 296 into two separate conveyable parcels. It was noted that existing Official Plan policies would not support the creation of non-farm parcels in rural areas, however the existence of two separate conveyable parcels (as created by the road allowances) would support the reconfiguration of the property into two conveyable parcels provided that the road allowances were stopped up, closed and acquired by the owner under the provisions of the road closing policy.

Planner Laura Simpson reviewed her report to Council in response to the inquiry of Kyle Henderson regarding a proposal to change the existing 2 parcels of land (currently separated by a Huron East unopened road allowance) and create 3 building lots through a consent application. Council were advised that two legally conveyable parcels exist and the Planning Department would support the reconfiguration of those two parcels. The subject property is designated Agriculture in the Huron East Official Plan and zoned AG1 (General Agriculture) and Natural Environment (NE1 & NE2). The middle portion of the property is within the Maitland Valley Conservation Authority floodplain and does not permit development. Planner Laura Simpson and Senior Planner Denise VanAmersfoort advised Council that the Provincial, County and Municipal policies clearly state that it is not permitted to create non-farm lots in the Agriculture designation. Ms. Simpson indicated that the request to create 3 lots is not supported by the policies and could not be supported by the Planning Department.

Kyle Henderson attended before Council concerning his severance inquiry on Plan 296 (Roxburgh). Mr. Henderson advised Council he was proposing to buy the road allowances from the Municipality that are located on the subject property with the intent to divide the property into 3 separate parcels with single family dwellings constructed on each parcel. Mr. Henderson advised that with the purchase of the road allowances this would allow for 3 parcels approximately 2 ¾ acres in size each. Mr. Henderson also advised he has no intention to farm the land and will be building residences on either 2 or 3 lots depending on what would be approved.

The CAO/Clerk noted that there is a public process that will be followed for consent applications and the request of Council at this time was to consider the option of closing and conveying the road allowances on the subject property.

<i>Moved</i> by Brenda Dalton and seconded by Gloria Wilbee:	No Objection
That Council of the Municipality of Huron East advise the owners of Plan 296 (Roxburgh) that the Municipality has no objection to the closing and conveyance of Scott, James and William Streets provided the applicant meets the requirements of road closing policy 1.10 and road allowance sale policy 1.15. Carried.	Closing Road Allowances Plan 296 Roxburgh

Site Plan Application – Trailblazer Home Ltd.

Senior Planner Denise VanAmersfoort reviewed her report to Council concerning a Site Plan Control Application with the owner of 76-82 Huron Street in Seaforth Ward. Council were advised that the application is to permit the construction of a four-unit multiple attached dwelling. It was noted the Site Plan has been reviewed by the CAO/Clerk, Public Works Coordinator, Chief Building Inspector in addition to herself. Municipal staff are satisfied with the proposal proceeding as per the conditions in the site plan agreement and recommended that Council enter into the agreement for the further development of the site.

CAO/Clerk Brad Knight advised the site plan agreement is in draft form and the landscaping plan will need to be finalized. The CAO also noted the water and sewer easements on the property are not registered yet and are critical to the site plan. The CAO recommended Council give 2 readings to the by-law authorizing the site plan agreement to show intent and allow developers to move forward as well.

ACCOUNTS PAYABLEREPORTS & RECOMMENDATIONS OF MUNICIPAL OFFICERSPublic Works Coordinator – Improvements to Town Hall parking lot

Public Works Coordinator Barry Mills reviewed his report to Council concerning improvements to the Town Hall parking lot in advance of the 2020 reconstruction of Main Street. Mr. Mills noted that parking during the reconstruction period is a primary concern for the BIA. Mr. Mills advised that improvements to the Town Hall parking lot would create more organized parking and make better use of the space. Improvements have been suggested in terms of paving and line painting with an estimated

cost for the project of \$60,000 however the excavation work could be provided by the Municipality in-house. Council were requested to consider including the improvements in the 2020 budget of the Huron East share of the reconstruction of Main Street, noting the long-term enhancement both to the benefit of the Town Hall and downtown core.

Moved by Dianne Diehl and seconded by John Lowe:
That Council authorize the Public Works Coordinator to include improvement and paving of the Town Hall parking lot in the 2020 Budget of the Huron East share of reconstruction of the Seaforth Main Street. Carried.

Town Hall
Parking Lot
Paving

Councillor Joe Steffler requested consideration be given for improvements to the John Street parking lot., noting a number of potholes and general poor condition of the pavement Mr. Mills advised that all areas for parking during the reconstruction project will be considered for minor improvements. e

Moved by Joe Steffler and seconded by Ray Chartrand:
That Council of the Municipality of Huron East direct the Public Works Coordinator to investigate the possibility/costing of including improvements and paving of the John Street Lot with the Main Street reconstruction project in 2020. Carried.

John Street
Parking Lot
Improvements
Paving

CAO/Clerk – Upshall Backhoe Service – Status of Snow Plow Tender

CAO/Clerk Brad Knight reviewed his report to Council concerning the status of snow plow tender HE-10-2017. The CAO advised that Upshall Backhoe tendered a road grader for snowplowing for 3 seasons with options to negotiate a renewal for 2 additional seasons. He advised that the 2019-20 season is the third year of the term and Upshall Backhoe indicated they are having trouble obtaining liability insurance at a reasonable rate and may not be able to satisfy the requirements of the tender. Council were requested to consider a equipment rental lease with Upshall Backhoe Service in lieu of the 3rd year of the snowplow tender awarded under tender HE-10-2017.

Moved by Alvin McLellan and seconded by Ray Chartrand:
That Council authorize the Mayor and CAO/Clerk to sign an equipment rental lease with Upshall Backhoe Service in lieu of the 3rd year of the snowplow tender awarded under tender HE-10-2017. Carried.

Upshall
Backhoe Service
Rental Lease

Moved by Zoey Onn and seconded by Brenda Dalton:
That Huron East Council receive the following Reports of Municipal Officers a presented:
(1) CAO/Clerk
(2) Public Works Coordinator

Reports of
Municipal
Officers

Carried.

CORRESPONDENCE

Moved by Larry McGrath and seconded by Ray Chartrand:
That Council of the Municipality of Huron East note and file the resolution of the Township of Larder Lake concerning a request to the Ministry of Agriculture, Food and Rural Affairs for an extension to their allocated main street revitalization funding. Carried.

Note & File
Resolution
Township of
Larder Lake

Moved by Dianne Diehl and seconded by Brenda Dalton:
That Council of the Municipality of Huron East proclaim December 6th, 2019 as the National Day of Remembrance and Action on Violence Against Women in Canada and that the flags at the Town Hall be lowered to half mast. Carried.

Proclaim
Day of
Remembrance
Violence Against
Women

UNFINISHED BUSINESS

MUNICIPAL DRAINS

COUNCIL REPORTS

Santa Claus Parades

Mayor MacLellan advised the Santa Claus Parades in both Seaforth and Brussels were very successful and expressed appreciation to all those who participated on the Huron East float.

Huron County Homelessness

Deputy Mayor Bob Fisher advised the County of Huron will not include \$188,000 in the 2020 budget consideration for repatriating citizens using the Huron Out of the Cold Program in Goderich to their municipalities.

Traffic Lights – Main Street – Seaforth Ward

Mayor MacLellan advised that he had contacted the Huron County Engineer regarding the traffic light at the Main Street in Seaforth Ward. The Mayor advised Council that the puck sensors in the road are defective noting the County has disconnected the advance green light and is considering upgrading the lights to a visual detection system. It is anticipated upgrades to the traffic lights will be completed prior to the upcoming construction scheduled in that area.

INFORMATION ITEMS

Moved by Robert Fisher and seconded by John Lowe: Board/Committee Meeting Minutes
That Huron East Council receive the following Board and Committee meeting minutes as submitted:

- (1) Brussels Fire Area Protection Committee – November 14th, 2019
- (2) Vanastra Recreation Centre/Day Care Committee – November 18th, 2019
- (3) Seaforth & District Community Centres Management Committee – November 13th, 2019

Carried.

OTHER BUSINESSBY-LAWS

Moved by Ray Chartrand and seconded by Joe Steffler: Introduce By-Laws
BE IT HEREBY RESOLVED that leave be given to introduce By-Laws 84, 85, 86, 87 and 88 for 2019.

By-Law 84-2019 – Haney Municipal Drain 2019 (1st and 2nd readings)
By-Law 85-2019 – Zoning Amendment – Temporary Use – Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward, William Swinkels
By-Law 86-2019 – Authorize Agreement – Garden Suite – Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward, William Swinkels
By-Law 87-2019 – Authorize Agreement – Site Plan Control – Lots 221 and 222, Plan 389, Seaforth Ward, Mark Joseph Dekroon, Kyle Douglas Bennewies and Scott Christopher Dekroon (1st and 2nd readings)
By-Law 88-2019 – Confirm Council Proceedings Carried.

Moved by Larry McGrath and seconded by Brenda Dalton: Authorize Borrowing
BE IT HEREBY RESOLVED that By-Law 84 for 2019, a by-law to authorize borrowing on the credit of the Municipality for the completion of the Haney Municipal Drain 2019 be given first and second readings. Carried. 1st & 2nd Readings

Moved by Ray Chartrand and seconded by Alvin McLellan: Zoning Amendments
BE IT HEREBY RESOLVED that By-Law 85 for 2019, a by-law to amend zoning, temporary use on Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward, William Swinkels, be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto. Carried. Swinkels

Moved by Dianne Diehl and seconded by Larry McGrath: Garden Suite Agreement
BE IT HEREBY RESOLVED that By-Law 86 for 2019, a by-law to authorize a Garden Suite Agreement on Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward, William Swinkels, be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto. Carried. Swinkels

Moved by Joe Steffler and seconded by Gloria Wilbee: Site Plan Control
BE IT HEREBY RESOLVED that By-Law 87 for 2019, a by-law to authorize a Site Plan Control Agreement on Lots 221 and 222, Plan 389, Seaforth Ward, Mark Joseph Dekroon, Kyle Douglas Bennewies and Scott Christopher Dekroon, be given first and second readings. Carried. Trailblazers 1st & 2nd Readings

CLOSED SESSION AND REPORTING OUT

Moved by John Lowe and seconded by Zoey Onn:
That Council of the Municipality of Huron East, pursuant to Section 239(2) of the *Municipal Act*, adjourn the regular meeting of Council at 8:23 p.m. to go into Closed Session to discuss the following:

Closed
Session

i) 239(2)(b) – personal matters about an identifiable person – employee specific grid placements and market check adjustments and CAO/Clerk Brad Knight shall remain for the Closed Session. Carried.

Moved by Alvin McLellan and seconded by John Lowe:
That Council of the Municipality of Huron East resumes the regular Council meeting at 8:34 p.m. Carried.

Reconvene
Regular
Meeting

Moved by Dianne Diehl and seconded by Bob Fisher:
That Council accept the recommendation from the Personnel Committee that staff in Grade 16 and higher on the Huron East payroll grid that did not receive a grade level increase as part of the 2018 market check adjustment, be given an increase of one grade level to complete the 2018 market check process, with the increase being effective January 1st, 2020. Carried.

2018
Market check
Payroll
Adjustment

Moved by Joe Steffler and seconded by Ray Chartrand:
That Council accept the recommendation of the Personnel Committee that Huron East payroll grid be increased by an additional 1% over the October 2019 CPI of 1.7% as a 2020 market check adjustment. Carried.

CPI
Market Check
Payroll
Adjustment**CONFIRMATORY BY-LAW**

Moved by Brenda Dalton and second by Larry McGrath:
BE IT HEREBY RESOLVED that By-Law 88 for 2019, a by-law to confirm the proceedings of Council, be given first, second, third and final readings and signed by the Mayor and Clerk, and the Seal of the Corporation be affixed thereto. Carried.

Confirm
Proceedings**ADJOURNMENT**

Moved by Larry McGrath and seconded by Gloria Wilbee:
The time now being 8:36 p.m.
That the meeting do adjourn until December 17th, 2019 at 7:00 p.m. Carried.

Adjournment

 Bernie MacLellan, Mayor

 Brad Knight, CAO/Clerk

PUBLIC MEETING**MUNICIPALITY OF HURON EAST****Tuesday, December 3rd, 2019 – 7:05 P.M.**

Huron East Municipal Council met in the Council Chambers of the Municipal Office, Seaforth on Tuesday, December 3rd, 2019 at 7:05 p.m. All members of Council were in attendance.

Also present for the public meeting were:

→ Huron County Planning and Development Department Planner Laura Simpson

CALL TO ORDER

Mayor Bernie MacLellan called the meeting to order at 7:05 p.m.

CONFIRMATION OF THE AGENDA

Moved by Dianne Diehl and seconded by Brenda Dalton:

Adopt Agenda

That the Agenda for the Public Meeting for Zoning Amendment 85-2019 be adopted as circulated. Carried.

DISCLOSURE OF PECUNIARY INTEREST – None declared.**ZONING BY-LAW AMENDMENT 4-2019**

CAO/Clerk Brad Knight advised the following provisions are contained in Ontario Regulation 545/06, Section 5(11) 5;

- i. If a person or public body would otherwise have an ability to appeal the decision of the Council of the Municipality of Huron East to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at the public meeting or make written submissions to the Municipality of Huron East before the by-law is passed, the person or public body is not entitled to appeal the decision.
- ii. If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Municipality of Huron East before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal to the Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Part Lot 8, Concession 5, HRS, Registered Plan 22R-5803 Part 1, Tuckersmith Ward

CAO/Clerk Brad Knight explained the purpose and intent of the proposed zoning by-law amendment. The Temporary Use By-Law proposes to amend the zoning to allow the placement of a secondary dwelling unit in the front yard to provide additional housing for farm employees or farm family.

He advised that Huron County Planner Laura Simpson had provided comments concerning the proposed rezoning in a report to Council dated November 27th, 2019.

Huron County Planning and Development Department

Planner Laura Simpson attended before Council to present her report to Council on the proposed temporary use zoning by-law amendment application on Part Lot 8, Concession 5, HRS, RP 22R-5803 Part 1, Tuckersmith Ward. Ms. Simpson reviewed the report with the following points being noted:

The temporary secondary dwelling unit will be required to be removed at the expense of the owner when it is no longer required or the temporary use by-law expires. The temporary dwelling unit must be either a mobile home or modular home and designed to be movable. The temporary dwelling will be clustered with the existing buildings and will not be entitled to a severance from the farm parcel. The proposed by-law can be in effect for up to 20 years, with the renewal of the by-law requiring a further public meeting. Ms. Simpson advised the Planning Act permits Council to require the owner of the garden suite to enter into an agreement with the Municipality dealing with such matters including:

- a) the installation, maintenance and removal of the garden suite;
- b) the period of occupancy of the garden suite; and
- c) security that Council may require for actual or potential costs to the municipality related to the garden suite.

The Planning Department recommended the application for temporary zoning by-law amended for a period of 20 years be approved. The application conforms with the policies of the Huron East Official Plan and the Provincial Policy Statement. It was also recommended that the owners of the subject property and the occupants of the garden suite enter into an agreement with the Municipality regarding the placement, maintenance and removal of the garden suite and such agreement be registered on title.

Moved by Gloria Wilbee and seconded by Larry McGrath:
That the Public Meeting for Zoning By-Law Amendment be closed at 7:11 p.m.
Carried.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk



Municipality of Huron East Notice of Proposed Amendments to Building Permit Fee Schedule

Pursuant to Section 7(6) of the Building Code Act, 1992 and Ontario Regulation 332/12, the Municipality of Huron East hereby gives notice that Council will consider a by-law to amend the current fee schedule for building permits at the December 17th, 2019 meeting of Huron East Council at 7:30 p.m. In addition to changes to existing building permit fees, the proposed by-law will include fees for plumbing and on-site sewage inspections.

The following information is available to the public, in advance of the meeting, by visiting the Huron East Website (www.huroneast.com), by contacting the Building Department at 519-527-1710, or by attending the municipal office at 72 Main Street, Seaford during regular office hours:

- i) an estimate of the costs of administering and enforcing the Building Code Act, 1992 by the Municipality of Huron East; - [click here](#)
- ii) the amount of the fee or change to the existing fees; and [By-law 95-2019 \(Draft\)-click here](#) – NOTE: Proposed changes to the Building By-law are highlighted in yellow or shown with a strike through
- iii) the rationale for imposing or changing the existing fees. – [click here](#)

Brad Knight, CAO/Clerk
Municipality of Huron East
72 Main Street South, PO Box 610
Seaford, Ontario. N0K 1W0
(519) 527-0160

**HURON EAST
ADMINISTRATION**

TO: Councillor McLellan and Members of Administration Committee
FROM: Brad Knight, CAO/Clerk
DATE: November 14th, 2019
SUBJECT: Amendments to Building Permit Fee Schedule

RECOMMENDATION:

1. That the Committee recommend to Council that the building permit fee structure of Building By-Law 2-2007 be updated after a public meeting has been held providing notice of the proposed changes.
2. That the Committee recommend to Council that the Finance Manager be authorized to allocate the annual surplus/deficit of the building department functions to the Building Department Reserve, with the Reserve to have an overall limit of \$200,000.

BACKGROUND:

Building permit fees were last reviewed and revised by Council in 2012. Recent changes being implemented by the County of Huron will transfer the responsibilities for plumbing and septic inspections back to lower tier municipalities which will require amendments to our Building By-Law 2-2007 including new fees for plumbing and septic inspections.

Section 7 of the Building Code Act along with provisions in Ontario Regulation 332/12 contains requirements that must be taken into consideration by Council when changes are being considered to building permit fees. In addition to having at least one public meeting and giving 21 days notice of any proposed changes, the Regulation requires the following information to be made available to the public.

- i) an estimate of the costs of administering and enforcing the Act by the principle authority,
- ii) the amount of the fee or of the change to the existing fee, and
- iii) the rationale for imposing or changing the fee.

The following information is presented as background information to the Committee in support of revisions to the fee schedule.

Costs – As noted previously Huron East updated the building by-law permit schedule in 2012. Surplus/deficits for each year from 2014 to 2019 are shown below.

<u>Year</u>	<u>Surplus/(Deficit)</u>	<u>Cost Recovery</u>
2014	\$258,390	233%
2015	\$(22,889)	85%
2016	\$104,107	170%

2017	\$(11,878)	93%
2018	\$38,672	113%
2019	\$71,787	139%

As a result of 15 building permits issued for an average of \$17,000 each for wind turbines in the St. Columban wind project, a sizable surplus was generated for 2014. Council in recognition of the unique aspects of these permits allocated \$200,000 in the 2014 Huron East budget to a Building Department Reserve Fund to stabilize the building department budget by providing funds to fund upgrades to the building permit process, i.e. equipment, software, etc. The reserve fund had a balance at the end of 2018 of \$143,600.

The reserve has been used to offset 3 major purchases for the building department.

2015 – Software (Work Order System) and tablets	\$32,457
2017 – Photocopier	\$ 7,704
2019 – Software (Land Manager) and tablet	\$16,231

Operating costs for the building department function includes salaries and wages of the Chief Building Official and 50% of the Public Works/Planning Assistant who provides support services to both Public Works Coordinator and Chief Building Official and the costs are allocated equally between both functions. Travel expenses and mileage are the next largest expense items with \$24,000 budgeted in 2019. By-Law enforcement costs are not allocated to the building department function.

Current Fees & Proposed Changes – the current fee schedule is attached with proposed changes highlighted in yellow. It is proposed to incorporate the County fee schedule for plumbing permits until we can better determine the level of work involved.

Rational – As noted previously, the current Huron East fee schedule has been in place since 2012. Also, as previously noted, the County of Huron is transferring responsibility for plumbing and septic permits/inspections back to lower tier municipalities effective January 1st, 2020. The transfer of authority will require fees for such permits to be incorporated into the Huron East building by-law, but also presents an opportunity to review the entire building permit schedule. The Municipality of Central Huron conducted a survey of building permit fees across the nine lower tier municipalities in the County (the survey is attached to this report). The survey noted the year the current by-law was passed and the information is summarized below:

- 2019 – 1 municipality
- 2017 – 4 municipalities
- 2015 – 2 municipalities
- 2012 – 1 municipality (Huron East)
- 2008 – 1 municipality

The survey also compared the fees for 2 hypothetical building permits between the 9 municipalities. The first example was a single storey 1300 ft² residence with a finished basement; the second example was a 20,560 ft² livestock barn with a value of \$300,000. For these examples, the Huron East fee for the residential permit would be the lowest of 9 municipalities and the fee for the livestock barn would be second lowest.

While the current fee schedule typically generates an operating surplus for the building department, one large permit per year can somewhat distort the cost recovery of the other permits. Since 2014 there have been 3 years with a surplus, but also one sizable permit fee as shown below.

<u>Year</u>	<u>Surplus</u>	<u>Significant Permit</u>
2016	\$105,107	Dairy goat barn (Wilma Farms) - \$48,178
2018	\$38,672	Dairy cow barn (Evergreen) - \$32,400
2019	\$71,786	Feed Mill (Molesworth Farms) - \$49,760

With the additional responsibility for plumbing and septic permits, the Municipality of Huron East and Central Huron are currently in the process of hiring a building inspector as a shared service between the municipalities. It is anticipated that the costs of the additional inspector, estimated at \$45,000 for Huron East will not be offset by new permit fees for plumbing and septic services.

In conclusion, staff are recommending adjustments to the Huron East fee schedule to move building permit fees closer to the median of Huron County municipalities to maintain the revenue neutrality of this service recognizing that large individual permits will not occur every year and that Huron East is entering into an agreement with another municipality to share the costs of a building inspector.

OTHERS CONSULTED:

Brad Dietrich, Chief Building Official

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

BUDGET IMPACTS:

In the 2012 report to the Committee, the goal was to achieve cost recovery of between 85% and 90%. As shown in the reports, in the years that a deficit was incurred, the cost recovery was never below 85%. In the years of a surplus, there was at least one sizable permit that contributed to the surplus position. The proposed fee increases would bring Huron East fees more in line with other municipalities in Huron County, but also allow the Municipality to retain a recovery of 85% and increase the staffing of the Department by ½ FTE.

SIGNATURES:

Brad Knight, CAO/Clerk

Brad Dietrich, Chief Building Official

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST BY-LAW NO. 95 - 2019

Being a By-law respecting Construction, Demolition, *Renovations, and Installation of structures* as well as Change of Use *and the permit requirements and inspection of such* within the boundaries of the Corporation of the Municipality of Huron East

WHEREAS Section 7 of the Building Code Act, S.O. 1992, Chapter 23 empowers a Council to pass certain by-laws respecting construction, *renovation, installation*, demolition and change of use permits and inspections.

AND WHEREAS pursuant to Section 11(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipalities may provide services that the municipality considers necessary or desirable for the public;

AND WHEREAS pursuant to Section 11(2) of the Municipal Act S.O. 2001, c.25, as amended, municipalities may pass by-laws for the health, safety and well-being of persons;

AND WHEREAS pursuant to Section 391(a) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws imposing fees and charges on any class of persons for services and activities provided or done by or on behalf of it;

AND WHEREAS on November 6th, 2019, the Council of the Corporation of the County of Huron passed a resolution indicating that the County of Huron would no longer issue permits or perform inspections of plumbing or on-site sewage disposal systems under Parts 7 and 8 of the Building Code Act;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East passed By-Law 92-2019 being a by-law to accept the responsibilities of the Plumbing and Septic Program now being performed by the County of Huron Health Unit;

AND WHEREAS the Building Code, O.Reg. 403/97, Division C, Part 1, Article 1.9.1.2. states that before passing a by-law, regulation or resolution under Section 7 of the Act to introduce or change a fee imposed for applications for a permit or for issuance of a permit, the municipality shall hold at least one Public Meeting at which any person who attends has an opportunity to make representation with respect to the matter, and shall ensure 21 days notice of the Public Meeting;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East is desirous of updating the Building By-Law to revise the building permit fee schedule and to include provisions for plumbing and on-site sewage permits and inspections;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. **SHORT TITLE** This By-law may be cited as the "Building By-law" of the Corporation of the Municipality of Huron East.

2. **DEFINITIONS**

2.1 "**ACT**" means the Building Code Act, S.O., 1992 as may be amended from time to time;

2.2 "**AS CONSTRUCTED PLANS**" means as constructed plans as defined in Section 1.1.3.2 of the Regulations;

2.3 "**ARCHTECT**" means a holder of a license, certificate of practice, or a temporary license under the Architect's Act as defined in the Building Code.

2.4 "**BUILDING**" means ~~a structure as defined in Section 1 (1) of the Act and shall include privately owned outdoor swimming pools;~~

a) a structure occupying an area greater than ten square meters consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and services appurtenant thereto;

b) a structure occupying an area of ten square meters or less that contains plumbing, including the plumbing appurtenant thereto;

c) plumbing not located in a structure;

- d) a sewage system; or
 - e) structures designated in the Building Code.
- 2.5 “BUILDING CODE” means the regulations made under Section 34 of the Act;
- 2.6 “CHIEF BUILDING OFFICIAL” or “CHIEF OFFICIAL” means a chief building official or acting chief building official appointed by By-law of the Corporation of the Municipality of Huron East for the purpose of enforcement of the Act;
- 2.7 “CONSTRUCT” means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere, and “construction” has a corresponding meaning;
- 2.8 “CORPORATION” means the Corporation of the Municipality of Huron East;
- 2.9 “DEMOLISH” means to do anything in the removal of a building or any material part thereof, and “demolition” has a corresponding meaning;
- 2.10 “FARM BUILDING” means a farm building as defined in Section 1.1.3.2 of the Regulations; and shall include any building, structure or part thereof for the storage of farm related products (1e, feed) or by-products (i.e., manure);
- 2.11 “FLOOR AREA” means the total area of all floors above grade measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the center line of firewalls. Where the building has no outside walls, the floor area shall be the greatest horizontal area of a building above grade. With reference to a new dwelling unit shall mean the total usable or habitable floor space of all storeys above grade (or below grade for an underground residence), but shall not include:
- a) any deck, porch, verandah or unenclosed walkway;
 - b) an attached garage
 - c) an unfinished basement, cellar or attic;
 - d) an unenclosed swimming pool, and;
 - e) any stairs, handicapped ramp or fire escape located on the exterior of the residence.
- 2.12 “FINAL OCCUPANCY” means when all outstanding items on a partial occupancy including grading have been completed.
- 2.13 “INSPECTORS” means an inspector appointed by By-law of the Corporation of the Municipality of Huron East **under Section 3 or 4.1 of the Act**;
- 2.14 “MUNICIPALITY” means the Municipality of Huron East;
- 2.15 “PERMIT” means written permission or written authorization from the Chief Building Official to perform work regulated by this By-law and the Act;
- 2.16 “PLUMBING” means ~~plumbing as defined in Section 1 (1) of the Act;~~ a drainage system, a venting system and a water system or parts thereof.
- 2.17 “PLUMBING SYSTEM” means a system of connected piping, fittings, valves, equipment, fixtures and appurtenances contained in plumbing.
- 2.18 “REGULATIONS” means the regulations made under the Act;
- 2.19 “SEWAGE SYSTEM” means ~~a sewage system as defined in Section 1.1.3.2 of the Regulations;~~
- a) a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system,
 - b) a greywater system,
 - c) a cesspool,
 - d) a leaching bed system, or
 - e) a system which requires or uses a holding tank for the retention of hauled sewage at the site where it is produced prior to its collection by a hauled sewage system,
- where these,

- f) have a design capacity of 10,000 liters per day or less,
- g) have, in total, a design capacity of 10,000 liters per day or less where more than one of these are located on a lot or parcel of land, and
- h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

2.20 "URBAN CONSTRUCTION SITE" means any construction site in respect of which a permit has been issued for the construction or demolition of a building where the building is within the corporate limits of the former Villages Brussels, Walton, Ethel, Cranbrook, Molesworth, Henfren Slabtown, Winthrop, St. Columban, Dublin, Vanastra, Brucefield, Kippen, Egmondville, Harpurhey, and the former Town of Seaforth

2.21 Other terms used in this by-law are as defined in the Building Code Act

3. PERMITS

No person shall commence the construction, demolition, renovation, or installation of any structure or plumbing system or change the use of a building or cause a building or plumbing system to be constructed or demolished within the limits of the Municipality of Huron East prior to first obtaining a permit from the Chief Building Official

3.1 CLASSES OF PERMITS

Classes of permits and permit fees shall be as set out in Schedule "A" attached hereto and forming part of this By-law.

3.2 PERMIT APPLICATIONS

To obtain a permit the owner or an agent authorized in writing by the owner, shall file a **complete** application in writing by completing the prescribed form available at the office of the Municipality. The application form shall be as prescribed by the province.

3.2.1 BUILDING, CONDITIONAL AND DEMOLITION PERMITS

Every application for a permit shall be submitted to the Chief Building Official and shall contain the following information:

3.2.1.1 BUILDING

Where application is made for a building permit under subsection 8 (1) of the Act, the application shall;

3.2.1.1.1 Identify and describe in detail the work and occupancy to be covered by the permit for which application is made;

3.2.1.1.2 Describe the land on which the work is to be done, by description that will readily identify and locate the building lot;

3.2.1.1.3 Include complete plans and specifications as described in this By-law for the work covered by this permit and show the occupancy of all parts of the building;

3.2.1.1.4 State the valuation of the proposed work including materials, labour and equipment ;

3.2.1.1.5 State the names, addresses and telephone numbers of the owner, architect or engineer where applicable, or designer and the constructor;

3.2.1.1.6 Be accompanied by written acknowledgement of the owner that he/she has retained an architect or professional engineer to carry out the field review of the construction where required by the Act;

3.2.1.1.7 Be signed by the owner or his or her authorized agent who shall certify the truth of the contents of the application;

3.2.1.1.8 Be accompanied by other documentation pertinent to the application as deemed necessary by the Chief Building Official.

3.2.1.1.9 Include the required fee as prescribed in "Schedule A" of this by-law

3.2.1.2 DEMOLITION

Where application is made for a demolition permit under subsection 8(1) of the act, the application shall

3.2.1.2.1 Contain the information required by clause 3.2.1.1.1 to 3.2.1.1.9 of this by-law.

3.2.1.2.2 Be accompanied by proof that arrangements have been made with the proper authorities for disconnection and proper plugging of water, sewer, gas, electric, telephone or other utilities and services where applicable

3.2.1.3 CONDITIONAL

Where application has been made for a conditional permit under subsection 8 (3) of the Act, the application shall:

3.2.1.3.1 Contain the information required by clause 3.2.1.1.1 to 3.2.1.1.9 and subsection 3.2.1.3 of this By-law

3.2.1.3.2 Contain such other information, plans and specifications concerning the complete project as the Chief Building Official ~~or the plumbing inspector, as the case may be,~~ may require;

3.2.1.3.3 State the reasons that the applicant believes that unreasonable delays would occur if a conditional permit is not granted;

3.2.1.3.4 State the necessary approvals which must be obtained in respect of the proposed building and the time in which such approvals will be obtained;

~~3.2.1.3.5~~ State the time in which plans and specifications of the complete building will be filed with the Chief Building Official ~~or the plumbing inspector, as the case may be.~~

3.2.1.4 CHANGE OF USE PERMITS

Every application for a change of use permit issued under subsection 10 (1) of the Act, shall:

3.2.1.4.1 Describe the building in which the occupancy is to be changed, by a description that will readily identify and locate the building;

3.2.1.4.2 Identify and describe in detail the current and proposed occupancies of the building or part of the building for which the application is made;

3.2.1.4.3 Include plans and specifications which show the current and proposed occupancy of all parts of the building and which contain sufficient information to establish compliance with the requirements of the Building Code, including, without limiting the generality of the foregoing, floor plans, details of wall, ceiling and roof assemblies identifying required fire resistance ratings and load bearing capacities;

3.2.1.4.4 Be accompanied by the required fee;

3.2.1.4.5 State the name, address and telephone number of the owner;

3.2.1.4.6 Be signed by the owner or his or her authorized agent who shall certify the truth of the contents of the application.

3.2.1.5 SEWAGE SYSTEM PERMITS

For every application for a sewage system permit that is submitted to the chief building official or duly appointed designate, the application shall:

a) use the corporation's application form, "Application for a Permit to Construct or Demolish", said form being set out in Schedule 'B';

b) include complete plans, specifications, documents and other information as required under Sentence 1.3.1.3.(5) of Division C of the Building Code, as

amended and as described in this By-law for the work to be covered by this permit;

- c) include the name, address, telephone number and license number of the person installing the sewage system;
- d) where the person in (c) above requires a license under the Act and Building Code, the number and date of issuance of the license and the name of the qualified person supervising the work to be done under the sewage system permit.
- e) include a site evaluation which shall include the following prescribed information, unless otherwise specified by the chief building official or an appointed designate:
 - i) The date when the evaluation was done;
 - ii) The name, address and phone number and signature of the person who did the evaluation;
 - iii) A scaled map of the site showing the legal description (i.e. lot and concession, civic address), lot size, lot dimensions, existing easements and/or rights-of-way or utility corridors, the location of items listed in Column 1 of Tables 8.2.1.6.A., 8.2.1.6.B. and 8.2.1.6.C. of the Building Code, the location of the proposed sewage system, the location of any unsuitable, disturbed or compacted areas, the proposed access routes for system maintenance, the depth to bedrock, the depth to zones of soil saturation, soil properties, including soil permeability, and soil conditions, including the potential for flooding.
 - iv) Any other information as may be deemed to be required by the chief building official or appointed designated to determine compliance with the *Building Code Act* or other applicable law.
- f) Despite section 4.5.4, to the contrary, where a sewage system is found to be damaged, not functioning, failing, incorrectly placed, causing sewage and/or effluent seepage or not installed in accordance to the provisions of the Building Code, the owner or occupant of the property shall be advised by notice or other means and shall repair, correct, replace or maintain the sewage system in conformity with the Building Code.

3.2.1.6 PLUMBING PERMITS

For every application for a plumbing permit that is submitted to the chief building official or duly appointed designate, the application shall:

- a) use the corporation's application form, "Application for a Plumbing Permit", said form being set out in Schedule 'B';
- b) include the name, address, telephone number and license number of the person installing the plumbing;
- c) where the person in (b) above requires a license under the Act and Building Code, the number and date of issuance of the license and the name of the qualified person supervising the work to be done under the plumbing permit.

4. PLANS AND SPECIFICATIONS

4.1 CONSTRUCTION DRAWINGS

Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition, or change of use and/or plumbing will conform to the Act, the Building Code and any other applicable law.

Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two complete sets of plans and specifications required by this By-law.

Plans shall be drawn to scale on paper, cloth or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such drawings as set

out in Schedule "C" attached hereto and forming part of this By-law unless otherwise specified by the Chief Building Official.

4.2 REVISION TO PLANS

After issuance of a permit under the Act, notice of any change to a plan, specification, document or other information on the basis of which a permit was issued, must be given in writing, to the Chief Building Official together with the details of such change, which is not to be made without his or her written authorization.

4.3 SITE PLAN

Site plans shall, unless otherwise specified by the Chief Building Official, be referenced to an up-to-date survey and, when required to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of the survey shall be submitted to the Chief Building Official.

Site plans shall show:

- 4.3.1 Lot size and the dimensions of the property lines and setbacks to any existing or proposed buildings;
- 4.3.2 Existing and finished ground levels or grades;
- 4.3.3 Existing right-of-ways, easements, municipal services, overhead or underground utility wires or cables and any private or municipal drains both open and closed.
- 4.3.4 On any urban construction site within the Municipality a "Site Drainage Plan" prepared by a *qualified person* to the satisfaction of the Municipality shall be submitted with the plans. On any industrial or commercial site this "Site Drainage Plan" may be required to be prepared by a Certified Drainage Engineer.

4.4 INTENSIVE LIVESTOCK OPERATIONS

Where application is made for a farm building permit under subsection 8(1) of the Act the application is subject to Section 2.1.1.5 of the Building Code and shall be accompanied by the following.

- 4.4.1 The location and dimension of any existing or proposed buildings, farm buildings or structures on such lot.
- 4.4.2 The location of all existing buildings and structures within a 625 metre radius of the proposed farm building or structure, the separation distance and the use of the proposed farm building(s).
- 4.4.3 The location of the nearest watercourse, municipal / private drain (open or closed) to the proposed farm building(s).
- 4.4.4 Type and numbers of livestock, poultry or fur bearing animals existing and proposed on such lot.
- 4.4.5 Type, dimensions, and location of any existing or proposed waste storage facility.
- 4.4.6 Acres of arable land available.
- 4.4.7 An Approved On Site Sewage System Permit from ~~Huron County Health~~ **Municipality of Huron East** when washroom facilities are included in the project
- 4.4.8 A notice of approval from OMAFRA for a Nutrient Management Strategy or Plan requiring Provincial Approval. And a declaration that a Nutrient Management Strategy or Plan is in place for all others not requiring provincial approval

5. PAYMENT OF FEES

5.1 FEES

Fees for required permit shall be set out in Schedule "A" attached hereto and forming part of this By-law and are due and payable upon submission of an application for a

permit. An Application for a building or demolition permit under section 8(1) shall not be complete until all application fees are paid.

- 5.1.1 Where fees payable in respect of an application for a construction or demolition permit issued under Subsection 8 (1) of the Act or a conditional permit issued under Subsection 8 (3) of the Act are based on the cost of the proposed work. The cost of the proposed work shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services.
- 5.1.2 Where fees payable in respect of an application for a construction or demolition permit issued under Subsection 8 (1) of the Act or a conditional permit issued under Subsection 8 (3) of the Act are based on floor area, floor area shall mean the total floor space of all stories above grade (or below grade for underground finished space) measured as the horizontal area between the exterior faces of exterior walls of the building provided that where application is made for a conditional permit, fees shall be paid for the complete project.
- 5.1.3 Where fees payable in respect of an application for a change of use permit issued under Subsection 10 (1) of the Act are based on floor area, floor area shall mean the total floor space of all stories subject to the change of use.
- 5.1.4 Where the building permit fee is based on actual construction costs the Chief Building Official may place a valuation on the cost of the proposed work for the purposes of establishing the permit fee and where disputed by the applicant, the applicant shall pay the required fee under protest and, within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the Chief Building Official shall issue a refund.
- 5.1.5 The fees payable in respect of an application for a plumbing permit are based on type of service, number of fixture units and/or linear length of service, and flat rate.
- 5.1.6 The fees payable in respect of an application for on-site sewage systems shall be a flat-rate fee.
- 5.1.7 The Chief Building Official shall determine fees not prescribed or included in Schedule "A".

5.2 REFUND OF FEES

In the case of withdrawal of all or a portion of the work or the non-commencement of any project, the Chief Building Official shall determine the amount of paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule "D" attached hereto and forming part of this By-law.

6. TRANSFER OF PERMITS

If the ownership of land changes, in respect to a permit issued under Subsection 8 (1), 8 (3) or 10 (1) of the Act, the permit may be transferred to the new owner of the lands provided the appropriate fee is paid to the Municipality and the new owner shall:

- 6.1 Provide in writing a declaration indicating assumption of responsibility for all requirements set out in the Building By-law as well as responsibility for all Building Code violations and/or orders issued to the transfer of the permit.
- 6.2 Provide as constructed plans, if required, as set out in Section 8 of this By-law.
- 6.3 Provide fencing, if required, as set out in Section 9 of this By-law.

7. PRESCRIBING FORMS

The forms prescribed for use shall be regulated by the Province of Ontario and the Chief Building Official.

8. AS CONSTRUCTED PLANS

The Chief Building Official may require that a set of as constructed plans of a building or structure, be filed with the municipality on completion of construction under such conditions as may be prescribed in section 2.4.6.1 of the Ontario Building Code.

9. FENCING

- 9.1 The person to whom a permit is issued in respect of construction or demolition which will take place at an urban construction site may be required to erect or cause to be erected and maintained, a fence enclosing the urban construction site in accordance with the provisions of this By-law.
- 9.2 Where there is fencing on or adjoining an urban construction site erected prior to the application for building or demolition permit in respect of that site, such fencing shall be deemed to be in compliance with this By-law provided it is extended along the perimeter of the urban construction site as determined by the Chief Building Official and the extended fencing is erected in accordance with the provisions of this By-law.
- 9.3 Notwithstanding the provisions of Section 9.1 and Section 9.2, of this By-law, to the contrary, the requirements of this By-law do not apply where a permit has been issued prior to the passing of this By-law.
- 9.4 The height of every fence shall be a minimum of 1.2 metres and a maximum of 1.8 metres, to be measured from the highest adjacent ground.
- 9.5 Every fence required under this By-law shall be located on the perimeter of the urban construction site as determined by the Chief Building Official and constructed as follows:
- 9.5.1 If of chain link construction, the chain link shall be fastened to a 1 ½" (39 mm) diameter metal bar which is securely fastened to metal posts at not over 3 metres on centre and embedded into the ground to provide a rigid support;
- 9.5.2 If of wood construction, the exterior face shall be a minimum of ½" (13 mm) exterior grade plywood, particle board or equivalent material that will not provide footholds for climbing. The facing shall be supported by a minimum 1 ½" (38 mm) by 3 ½" (90 mm) size posts spaced not more than 3 metres on centre and embedded into the ground to provide rigid support;
- 9.5.3 If the fence is of the snow fence or plastic mesh type, the fencing shall be securely fastened to T-bar posts spaced not more than 3 metres on centre and embedded into the ground to provide rigid support;
- 9.5.4 Other materials or methods may be substituted provided that there is an equivalent barrier between properties and an equivalent degree of safety provided.
- 9.6 The fence may provide for openings sufficient to accommodate construction vehicles, machines and any other equipment providing services to the urban construction site, provided these openings are closed off when the site is shut down for the day.

10. EQUIVALENTS

Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an equivalent material, system or building design for which authorization under Subsection 9 of the Act is requested, the following information shall be provided:

- 10.1 A description of the proposed material, system or building design for which authorization under Subsection 9 of the Act is requested;
- 10.2 Any applicable provisions of the Building Code;
- 10.3 Evidence that the proposed material, system or building design will provide the level of performance required by the Building Code.

11. NOTICE REQUIREMENTS FOR INSPECTIONS

The owner or an authorized agent of the owner shall notify the Chief Building Official at least 48 hours prior to each stage of construction for which notice in advance is required under section 2.4.5 of the Building Code.

12. PLUMBING

~~The Corporation of the County of Huron shall be responsible for all aspects of plumbing under Part 7 of the Building Code.~~

VALIDITY

Should any Section or part of a Section of this By-law or schedules hereto be declared by a court of competent jurisdiction to be invalid, the same shall not affect the provisions of this By-law as a whole or any part other than the part declared to be invalid.

13. SEWAGE DISPOSAL

~~The Corporation of the County of Huron shall be responsible for all aspects of On Site Sewage Systems under section 8 of the Building code~~

CONFLICT

In the event of a conflict between this By-law and any amendments thereto, and any general or special By-law, legislation or regulation, the most restrictive legislation, regulation or other By-law shall prevail.

14. SEVERABILITY

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 B-law as a whole or any part thereof, other than the part so declared to be invalid

15. PENALTY

Every person or corporation who contravenes any provisions of this By-law is guilty of an offence and upon conviction under the provisions of the *Provincial Offences Act* is liable to a fine and/or other penalty imposed under Section 36 of the Act.

16. REPEAL CLAUSE

All previous building by-laws of the Municipality of Huron East and of the former municipalities namely Brussels, Grey, McKillop, Seaforth and Tuckersmith forming the Municipality are hereby repealed.

By-Laws 2-2007 and 16-2012 are hereby repealed. By-Law 62-2019 is hereby amended by replacing Schedule B-2 with Schedule "A" attached hereto. For the purposes of By-Law 62-2019, Building By-law fees shall continue to be referenced as Schedule "B-2".

17. DATE AND EFFECT

This By-law shall take effect on the final passing by the Council of the Corporation of the Municipality of Huron East.

READ A FIRST TIME THIS 17TH DAY OF DECEMBER, 2019.

READ A SECOND TIME THIS 17TH DAY OF DECEMBE, 2019

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF JANUARY, 2020.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

MUNICIPALITY OF HURON EAST
BY-LAW NO. FOR 2019
SCHEDULE "A"
Fees for Protection to Persons and Property

<u>Class of Permit</u>	<u>Fee</u>
a) New Residential and Additions thereto	\$60.00 \$100.00 plus \$0.40 \$0.70 per square foot of gross floor area including attached garages, porches, covered verandas and covered sundecks plus \$0.25 per square foot for basements and uncovered sundecks
b) Mobile Homes	\$60.00 \$100.00 plus \$0.20 \$0.35 per square foot
c) New Commercial, Industrial, Institutional and additions thereto	\$60.00 plus \$7.00 per \$1,000.00 of total construction costs
d) New farm buildings and additions thereto	\$60.00 \$100.00 plus \$0.20 \$0.25 per square foot of gross floor area plus \$400.00 for liquid manure storage under barns
e) New Accessory Buildings over 108 square feet and additions thereto	\$60.00 \$100.00 plus \$0.20 \$0.35 per square foot of gross floor area.
f) Manure Storage Facilities (Liquid) round (free standing) Rectangular or square Liquid tanks	\$60.00 plus \$6.00 per foot of dia. \$60.00 plus \$1.00 per foot of tank Perimeter Minimum for round, square or rectangular manure tanks \$400.00
dry manure storage facilities	\$60.00 plus \$.20 per square foot of gross floor area of structure
g) Silos – Tower or Bunker(with no roof)	\$300.00
h) Steel Granary	\$125.00 \$150.00
i) Swimming Pools in ground Permanent above ground pools	\$150.00 \$75.00
j) Occupancy Permit (Where a Building Permit has not been issued)	\$60.00 plus \$35.00 per hour
k) Inspection only – No Permit	\$60.00 plus \$35.00 per hour
l) Renovations	\$60.00 \$100.00 plus \$7.00 per \$1,000.00 of actual construction costs
m) Demolitions	\$100.00 flat fee Returned after clean up to the satisfaction of the CBO
n) Change of Use Permit	\$60.00 plus \$7.00 per \$1,000.00 of actual construction costs
o) Sun Decks over 108 sq. ft. with no roof	\$60.00 \$100.00 plus \$.25 per sq ft
p) Stand alone Chimneys, wood stoves, Masonry fireplaces, factory built Fireplaces	\$60.00 Plus \$7.00 per \$1,000.00 of actual Construction costs

- q) Green Houses (permanent) \$60.00 plus \$7.00 per \$1,000.00 of actual construction costs
- r) Wind generators \$60.00 plus \$15.00 per \$1,000.00 of actual construction costs of the base and tower supporting the generator. footings, foundation and the tower but excludes the generator and blades
- s) Communication Towers over 60 Ft high \$60.00 plus \$7.00 per \$1,000.00 of Actual Construction costs of structure
- t) Tents over 60 sq metres \$60.00
(fee may be waived for non profit organizations.)
- u) Signs \$35.00 per sign
- v) Any construction not listed above that may require a permit. \$60.00 plus \$7.00 per \$1000.00 of actual construction costs
- w) Solar panels located on a building \$60.00 plus \$.15 per sq ft of solar panels installed
- x) Roof cladding, eaves troughs, and siding of a building which does not involve structural changes. No Permit Required

y) Sewage Systems	
Class 2 System	\$288.00
Class 4 System	\$621.00
Class 4 Tertiary System	\$725.00
Class 5 System	\$725.00
Addition/Repair to Existing System	\$303.00

z) Plumbing Permits	
Total Fixture Units	\$12.00 per fixture unit
Sewer and/or Water connections	\$131.00 for first 30m and \$3.15 for each additional 30m
Storm Sewer Connections	\$131.00 for first 3m and \$2.00 per linear m exceeding 30m
Catch Basin	\$11.00 flat
Testable Backflow Devices	\$78.00 per unit
Rain Water Leader	\$2.00 per linear m
Roof Drains	\$11.00 per unit
Main Building Drain	\$2.00 per linear m
Fire/Water Service	\$131.00 for first 30 m \$2.00 per linear m exceeding 30 m

~~NOTE: Actual construction costs include all Labor, materials, professional fees (such as Architects and engineers fees), excavating, landscaping, demolition And other associated costs.~~

~~NOTE: Wind generator costs are the cost of the footings and foundation as well as the cost of the tower not including the blades and Generator.~~

NOTE: For permits based on "actual construction costs", all construction costs shall include demolition, labour, materials, professional fees, excavating and site grading.

**SCHEDULE "B" TO BY-LAW NO. 95 /2019
PRESCRIBED FORMS**

FORM 1	Application to permit construction/demolition /conditional	provincial form
FORM 2	Construction Permit	M, W, Form # 302
FORM 3	Conditional Permit	M, W, Form # 303
FORM 4	Demolition Permit	M, W, Form # 304
FORM 5	Application to permit change of use	M, W, Form # 301
FORM 6	Change in Use Permit	M, W, Form # 305
FORM 7	Order to Comply	provincial form
FORM 8	Stop Work Order	provincial form
FORM 9	Order Not to Cover or Enclose	provincial form
FORM 10	Order to Uncover	provincial form
FORM 11	Order Requiring Tests and Samples	provincial form
FORM 12	Completion Notice	Huron East form
FORM 13	Order to Remedy an Unsafe Building	M, W, Form # 309
FORM 14	Order Prohibiting use or Occupancy of Unsafe Building	M, W, Form # 310

SCHEDULE “C” TO BY-LAW NO. 95 /2019

LIST OF PLANS OR WORKING DRAWINGS TO ACCOMPANY A COMPLETE APPLICATION

1. Site Plans.
2. A current survey may be required
3. Site Drainage Plans for any Urban, Industrial or Commercial construction sites.
4. Foundation Plans with BCIN (Building Code Identification Number)
5. Floor Plans with BCIN
6. Sections and Details with BCIN
7. Building Elevations with BCIN
8. Stamped Shop drawings for any prefabricated components used in the construction.
E.g. Truss drawings etc.
9. Structural plans stamped by an Engineer for any structure in excess of 600 square metres in gross floor area and for any liquid manure storage facility of any size.
10. In the case of livestock housing barns an approved Nutrient Management Plan or strategy including all certificates, approvals and reviews as required by the provincial regulations
- ~~11. A copy of the approved On Site Sewage Permit issued by Huron County Health Unit.~~
12. Other plans or documentation as requested by the Huron East CBO.

**SCHEDULE “D” TO BYLAW NO 95 / 2019
REFUND OF FEES**

STATUS OF APPLICATION	PERCENTAGE OF FEE ELIGIBLE FOR REFUND
Application filed. No processing or Review of plans submitted	90%
Application filed. Plans reviewed and Permit issued	60 – 80%
Additional deduction for each field Inspection that has been performed	10%
Permits issued valued at \$50.00 or less	0%

No refund shall be given unless a written request has been made by the owner or authorized agent and unless the permit is returned to the Chief Building Official or the Municipal Clerk for cancellation.

No refund shall be made where the Chief Building Official has revoked a permit under Subsection 8 (10) of the Act.

Sewage and Plumbing Permits – Permit issued but no field inspections	50%
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6-24-1



Municipality of Huron East
 Accounts Payable Listing for Council
 As of December 13, 2019

Cheque Number	Date	Vendor Check Name	Invoice Description	Amount Paid
13446	11/14/2019	Work Equipment Ltd	RDS - R&M TRACKLESS	7,486.25
13447	11/25/2019	ACCOUNTANT, SUPERIOR COURT OF JUSTICE	TAX SALE - 390 011 01700 0000	26,802.49
13448	12/13/2019	County of Huron	4TH QUARTER TAX INSTALLMENT	1,516,542.56
13449	12/12/2019	2590638 ONTARIO LTD - ONTARIO CUSTOM CRUSHING	PW - GRANULAR M - KELLY PIT	53,102.77
13449	12/12/2019	2590638 ONTARIO LTD - ONTARIO CUSTOM CRUSHING	PW - SCREENING GABION STONE	5,650.00
13450	12/12/2019	B M Ross & Associates Limited	STRUCTURE T13 - KINBURN LINE	7,387.26
13450	12/12/2019	B M Ross & Associates Limited	CONNECTING LINK (HWY 8) RECON	17,774.35
13450	12/12/2019	B M Ross & Associates Limited	BRIDGES SUBDIVISION	949.77
13450	12/12/2019	B M Ross & Associates Limited	STRUCTURE M10 - HENSALL RD	2,949.08
13450	12/12/2019	B M Ross & Associates Limited	STRUCTURE G22 - GILLIS LINE	1,048.64
13450	12/12/2019	B M Ross & Associates Limited	NORTH & THOMPSON ST RECON	18,790.54
13451	12/12/2019	Code 4 Fire & Rescue Inc	GFD - TOOLS/EQUIPMENT	39,872.05
13452	12/12/2019	Dietrich Engineering Limited	'A' DRAIN - DOLMAGE MD	13,899.00
13452	12/12/2019	Dietrich Engineering Limited	RODERICK MCKAY MD	38,420.00
13453	12/12/2019	Lavis Contracting Co Ltd	KIPPEN RD RECONSTRUCTION	370,333.05
13454	12/12/2019	Minister Of Finance	OPP - DESKTOP COMPUTER	768.68
13454	12/12/2019	Minister Of Finance	OPP COSTS - OCTOBER 2019	134,158.00
13455	12/12/2019	NELSON GRANITE	MATTLANDBANK COLUMBARIUM	40,321.62
13456	12/12/2019	OMI Canada Inc	W/WW - DECEMBER SERVICES	61,315.67
13457	12/12/2019	Theo Vandenberk Construction Inc	GILLIS LINE BRIDGE REPAIRS	41,206.02
13457	12/12/2019	Theo Vandenberk Construction Inc	PW - GUIDE RAIL - CRANBROOK RD	5,198.00
13458	12/12/2019	Toromont - CAT	PW - GRADER	490,815.50
13459	12/12/2019	680084 Ontario Ltd.	DALLAS DRAIN	745.80
13460	12/12/2019	Allan Boynton Marketing Group	SEAFORTH ROR SHIRT ORDER	340.00
13461	12/12/2019	Altruck Int'l Truck Centres	SFD - TANKER ANNUAL SAFETY	644.92
13462	12/12/2019	Debra S Anderson	EDO/BIA - ADVERTISING/OFFICE	440.00
13463	12/12/2019	Artech Signs & Graphics	PW - HE VINYL LOGO/UNIT #G4-19	71.19
13463	12/12/2019	Artech Signs & Graphics	BIA - WEBSITE - ADD MINUTES	90.40
13464	12/12/2019	Art's Landscaping	ISABELLA ST - ASPHALT	7,343.81
13464	12/12/2019	Art's Landscaping	PW - CHALK ST - TO PAVE CUT RD	1,026.44
13464	12/12/2019	Art's Landscaping	W/WW - VANASTRA PAVE RD CUTS	3,838.38
13465	12/12/2019	TRISH BARBOUR	BMG - 2020 VAL DINNER DEPOSIT	200.00
13466	12/12/2019	Bell Canada	PHONE - SCADA - NOVEMBER	116.11
13467	12/12/2019	Bloom's and Rooms	BIA - CEDAR GARLAND	90.40
13467	12/12/2019	Bloom's and Rooms	EDO - TCC GRAND OPENING GIFT	39.55
13468	12/12/2019	Municipality of Bluewater	BLUEWATER FIRE CALL	200.00
13468	12/12/2019	Municipality of Bluewater	BLUEWATER FIRE CALL	400.00
13469	12/12/2019	AMY IRWIN / HURON-PERTH BOOMERS	VRC - WINTER BOOMERS AD	902.87
13470	12/12/2019	Brussels Agri Services Ltd.	BMG - COLOURING CONTEST PRIZE	25.40
13471	12/12/2019	Brussels Agromart Ltd	PW - WATER TANK	4.85
13472	12/12/2019	Brussels Leo Club	BMG - POINTSETTIA XMAS PARTY	120.00
13473	12/12/2019	BRUSSELS LEGION 218	B-LEGION CATCH THE ACE REFUND	1,456.92
13473	12/12/2019	BRUSSELS LEGION 218	BMG - XMAS PARTY DINNER	3,005.80
13474	12/12/2019	Burchill Truck & Trailer Equip	RDS - R&M G1-07	5.48
13475	12/12/2019	CJ Johnston Office Solutions	ADMIN - LATERAL FILING CABINET	1,356.00

13476	12/12/2019	Clinton Foodland	TDN - GROCERIES	9.85
13477	12/12/2019	Coca-Cola Bottling Co	SDCC - BOOTH SUPPLIES	334.45
13478	12/12/2019	Cochrane's Repairs	RDS - R&M L3-05	1,183.99
13478	12/12/2019	Cochrane's Repairs	PW - PLOW TRUCKS - UNDERCOAT	474.60
13478	12/12/2019	Cochrane's Repairs	RDS - R&M L10-09	316.40
13479	12/12/2019	Comco Fasteners	RDS - SUPPLIES	106.31
13480	12/12/2019	Compass Minerals Canada	PW - HIGHWAY COARSE SALT	6,773.68
13480	12/12/2019	Compass Minerals Canada	PW - HIGHWAY COARSE SALT	3,408.10
13480	12/12/2019	Compass Minerals Canada	PW - HIGHWAY COARSE SALT	3,402.15
13481	12/12/2019	Kaleda Connell	DIGITAL MAIN ST	5,650.00
13481	12/12/2019	Kaleda Connell	DIGITAL MAIN ST - CONSULTATIVE	5,000.00
13482	12/12/2019	ContinuIT Corp	ADMIN - DUO SOFTWARE	15.26
13482	12/12/2019	ContinuIT Corp	ADMIN - NETWORK SUPPORT	1,084.80
13482	12/12/2019	ContinuIT Corp	BMG - LAPTOP	1,027.74
13483	12/12/2019	C T Environmental Ltd	W/WW - VANASTRA HYDRO VAC	2,175.25
13483	12/12/2019	C T Environmental Ltd	W/WW - BRUSSELS - HYDRO VAC	1,864.50
13483	12/12/2019	C T Environmental Ltd	ALEXANDER DRAIN	1,320.69
13484	12/12/2019	Dale Pump & Farm Service Ltd	RDS - R&M W3-15	72.16
13485	12/12/2019	D. Culbert Ltd	STRUCTURE T13 BOUNDARY SURVEY	2,712.00
13486	12/12/2019	D & D Glass & Mirror	TDN - R&M KITCHEN DOOR	78.31
13487	12/12/2019	Delta Power Equipment	RDS - R&M T1-04	73.45
13487	12/12/2019	Delta Power Equipment	RDS - R&M G1-07	24.98
13487	12/12/2019	Delta Power Equipment	RDS - R&M M110 PRO	404.78
13488	12/12/2019	Devron Sales Ltd	PW - HANGING BASKETS/BRACKETS	5,570.90
13489	12/12/2019	Donnelly & Murphy Barristers & Solicitors	ADMIN -LEGAL ADVICE - PLANNING	282.50
13490	12/12/2019	Edifice Magazine	DOWNTOWN BUSINESS MARKETING	2,000.00
13491	12/12/2019	Cathy Elliott	MARRIAGE SERVICE - DEC 1	300.00
13492	12/12/2019	Elligsen Electric Ltd	TH - SERVER ROOM AC UNIT	641.23
13492	12/12/2019	Elligsen Electric Ltd	TH - NEW PANEL - IT ROOM	1,254.63
13492	12/12/2019	Elligsen Electric Ltd	WW - BRUSSELS - REPLACE HEATER	1,754.13
13493	12/12/2019	Entandem Licensing	BMG -EVENT MUSIC 1064317-00-03	203.67
13494	12/12/2019	Equitable Life of Canada	GROUP INSURANCE - DECEMBER	13,464.39
13495	12/12/2019	Fairholme Dairy Ltd	TDN - MILK/CHEESE	399.09
13495	12/12/2019	Fairholme Dairy Ltd	TDN - YOGURT	145.06
13496	12/12/2019	Fraser Falconer	BIA - CHRISTMAS TREE	125.00
13497	12/12/2019	Food Basics	TDN - GROCERIES	154.00
13497	12/12/2019	Food Basics	TDN - GROCERIES	141.42
13497	12/12/2019	Food Basics	TDN - GROCERIES	67.39
13497	12/12/2019	Food Basics	TDN - GROCERIES	392.34
13497	12/12/2019	Food Basics	TDN - GROCERIES	268.19
13497	12/12/2019	Food Basics	TDN - GROCERIES	113.64
13497	12/12/2019	Food Basics	TDN - GROCERIES	198.15
13498	12/12/2019	Frank Kling Limited	PW - COARSE SAND	2,586.81
13499	12/12/2019	GABEL ELECTRIC	BMG - R&M FLUSH VALVE	173.74
13500	12/12/2019	Georgian Bay Fire & Safety Ltd	PW - GREY SHED - INSPECTIONS	371.43
13500	12/12/2019	Georgian Bay Fire & Safety Ltd	PW - MCKILLOP SHED INSPECTION	371.60
13500	12/12/2019	Georgian Bay Fire & Safety Ltd	VRC - INSPECTION	257.08
13501	12/12/2019	G. Heard Construction Ltd	PW - SNOW REMOVAL C4TH CORE	3,683.80
13502	12/12/2019	Peter Gray	BMG - SWING BRACKETS	258.30
13503	12/12/2019	Greenbelt Farm	JOHNSTON IRVINE DRAIN	4,508.70
13504	12/12/2019	Harris Time Inc	SDCC - SCORE CLOCK	113.00
13504	12/12/2019	Harris Time Inc	SDCC - SCORE CLOCK	250.86
13505	12/12/2019	HAWKTREE SOLUTIONS	VRC - CPR TRAINING	1,381.02
13505	12/12/2019	HAWKTREE SOLUTIONS	VRC - CLOTHING ALLOWANCE	174.73
13506	12/12/2019	Jamie Hickling	BMG - FIRST AID TRAINING	380.00

13507	12/12/2019 Hobart Food Equipment Group	BMG - REPAIR DISHWASHER	326.57
13508	12/12/2019 H.O. Jerry (1983) Ltd.	VRC - ECO16 ACID CLEANER	81.87
13508	12/12/2019 H.O. Jerry (1983) Ltd.	VRC - CLEANING SUPPLIES	294.20
13508	12/12/2019 H.O. Jerry (1983) Ltd.	VRC - JANITORIAL SUPPLEIS	78.14
13508	12/12/2019 H.O. Jerry (1983) Ltd.	FHT - JANITORIAL SUPPLIES	319.00
13508	12/12/2019 H.O. Jerry (1983) Ltd.	BMG - PAPER PLATES	160.08
13508	12/12/2019 H.O. Jerry (1983) Ltd.	TDN - JANIORIAL SUPPLIES	243.22
13509	12/12/2019 Hollandia Gardens Limited	VRC - POOL SUPPLIES	926.01
13510	12/12/2019 H.T. Dale Services Ltd.	VANASTRA STP - PUMPING	395.50
13511	12/12/2019 BRIAN HUETHER	BMD - SNOW REMOVAL NOV 2019	105.00
13512	12/12/2019 Huron Community Family Health Team	FHT - CLEANER	247.70
13513	12/12/2019 Huron Manufacturing Assoc.	HMA GALA 2019	700.00
13514	12/12/2019 Huron East Senior Hockey Club	SDCC - PAYSHARE NOV 4 2019	720.00
13514	12/12/2019 Huron East Senior Hockey Club	SDCC - PAYSHARE NOV 9TH	108.00
13514	12/12/2019 Huron East Senior Hockey Club	SDCC - PAYSHARE NOV 16	110.25
13514	12/12/2019 Huron East Senior Hockey Club	SDCC - PAYSHARE - NOV 30TH	87.00
13515	12/12/2019 Huron Transmission & Automotive Repair	RDS - RUST PROTECTION VEHICLES	1,226.05
13516	12/12/2019 Hydro One Networks Inc	STRUCTURE M10 - HENSALL RD	803.72
13517	12/12/2019 Hydro One Networks Inc	HYDRO - CRES DR 2002 2897 4430	8.72
13518	12/12/2019 Ideal Supply Inc	TH - CABLE TIES - XMAS FLOAT	35.19
13518	12/12/2019 Ideal Supply Inc	SDCC - GLOVES/TOWELS	72.17
13518	12/12/2019 Ideal Supply Inc	RDS - FUSE	37.43
13518	12/12/2019 Ideal Supply Inc	RDS - SUPPLIES	451.89
13518	12/12/2019 Ideal Supply Inc	RDS - FUSEHOLDER/INSULATOR	761.39
13518	12/12/2019 Ideal Supply Inc	SDCC - PICKLE BALL GLOVES	107.73
13518	12/12/2019 Ideal Supply Inc	W/WW - SUPPLIES	143.50
13518	12/12/2019 Ideal Supply Inc	RDS - SIGNS	28.24
13518	12/12/2019 Ideal Supply Inc	PW - NORTH SEAFORTH SIGN	16.81
13519	12/12/2019 INDUSTRIAL CHOICE SUPPLY	VRC - BASEMENT DRAIN	39.91
13520	12/12/2019 J A Porter Holdings (Lucknow) Ltd	PW - STATION PUMP	271.77
13521	12/12/2019 Langford Lumber & Builders Ltd	TDN - CLIPS	4.73
13522	12/12/2019 Lightning Equipment Sales Inc	RDS - R&M T1-04	723.20
13523	12/12/2019 Kate MacDonald	VRC - REFUND	55.00
13524	12/12/2019 Maitland Valley Conservation A	CANDA CO/NORTH BRANCH RYAN MD	200.00
13525	12/12/2019 McDonald Home Hardware Building Centre	W - VANASTRA R&M BUILDING	43.21
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - KEY	8.11
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - MOUSE TRAPS	21.90
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - RUST REPAELLANT SPRAY	9.88
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - STORAGE BOX	10.16
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - SANTA CLAUS PARADE	36.14
13525	12/12/2019 McDonald Home Hardware Building Centre	SDCC - R&M KITCHEN	166.77
13525	12/12/2019 McDonald Home Hardware Building Centre	SDCC - R&M KITCHEN	270.47
13525	12/12/2019 McDonald Home Hardware Building Centre	BMG - R&M BUILDING	24.85
13525	12/12/2019 McDonald Home Hardware Building Centre	RDS - SUPPLIES	67.69
13525	12/12/2019 McDonald Home Hardware Building Centre	RDS - CHRISTMAS LIGHTS	110.57
13525	12/12/2019 McDonald Home Hardware Building Centre	RDS - SUPPLIES	33.83
13525	12/12/2019 McDonald Home Hardware Building Centre	RDS - SUPPLIES	111.50
13525	12/12/2019 McDonald Home Hardware Building Centre	W/WW - SUPPLIES	4.05
13526	12/12/2019 McGavin Farm Equipment Ltd.	RDS - R&M W4-10	74.02
13526	12/12/2019 McGavin Farm Equipment Ltd.	RDS - SUPPLIES	28.95
13527	12/12/2019 Minister of Finance	EHT NOVEMBER 2019	5,531.98
13528	12/12/2019 Moffatt & Powell	VRC - BASEMENT DRAIN	27.09
13529	12/12/2019 Nesbitt Construction Inc	PW - ISABELLA ST CATCH BASIN	98.67
13530	12/12/2019 OnePromo.ca	PW- STREET BANNER POLE/BRACKET	8,027.75
13531	12/12/2019 Ontario Greenways Inc	WW - VANASTRA - R&M EQUIPMENT	3,672.14

13532	12/12/2019 Orkin Canada Corporation	SDCC - PEST CONTROL	89.27
13533	12/12/2019 Pete's Paper Clip	ADMIN - RECEIPT PAPER ROLLS	162.71
13533	12/12/2019 Pete's Paper Clip	BIA - ENVELOPES	23.62
13533	12/12/2019 Pete's Paper Clip	ADMIN - OFFICE SUPPLIES	45.15
13533	12/12/2019 Pete's Paper Clip	W/WW - OFFICE SUPPLIES	109.54
13533	12/12/2019 Pete's Paper Clip	ADMIN - PENS	29.36
13533	12/12/2019 Pete's Paper Clip	SFD - TONER	133.28
13533	12/12/2019 Pete's Paper Clip	W/WW - BINDERS/DIVIDERS	33.30
13533	12/12/2019 Pete's Paper Clip	SDCC - DRY ERASE MARKERS	14.17
13533	12/12/2019 Pete's Paper Clip	ADMIN - OFFICE SUPPLIES	19.99
13534	12/12/2019 Petty Cash-Cash Drawer	VANASTRA LEAF PICKUP FLYERS	50.00
13535	12/12/2019 Petty Cash-Tom Phillips	SFD - SUPPLIES	93.25
13536	12/12/2019 Pizza Train	BIA - MEETING EXPENSE	38.13
13537	12/12/2019 Purolator Inc.	PW/GFD/HEFD - SHIPPING	50.94
13537	12/12/2019 Purolator Inc.	PW - WATER SAMPLES	4.78
13538	12/12/2019 Martin Quinn	EDO - STREET TREE CONSULTING	75.00
13539	12/12/2019 Radar Auto Parts - Brussels	BFD - FUEL LINE	21.19
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - SUPPLIES	25.32
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - SUPPLIES	4.59
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - R&M G3-95	425.82
13539	12/12/2019 Radar Auto Parts - Brussels	BFD - LIGHTBULBS	1.60
13539	12/12/2019 Radar Auto Parts - Brussels	PW - SUPPLIES	31.59
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - BOLT	9.67
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - R&M G3-95	395.77
13539	12/12/2019 Radar Auto Parts - Brussels	RD S- R&M W1-07	15.77
13539	12/12/2019 Radar Auto Parts - Brussels	PW - HEX KEY WRNECH SET	33.65
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - SUPPLIES	34.97
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - SUPPLIES	170.04
13539	12/12/2019 Radar Auto Parts - Brussels	RDS - SUPPLIES	68.88
13539	12/12/2019 Radar Auto Parts - Brussels	GREY SHOP - SUPPLIES	138.28
13539	12/12/2019 Radar Auto Parts - Brussels	BFD - BATTERIES	10.31
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - R&M T1-04	39.64
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - R&M T1-04	221.42
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS-R&M G1-07/DIXI/L9-13/T8-09	128.96
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - R&M G1-07	92.77
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - SUPPLIES	62.26
13540	12/12/2019 Radar Auto Parts Inc-Clintons	PW - SUPPLIES	18.39
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - SUPPLIES	64.86
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - R&M T2-03	70.58
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - R&M T2-03/T1-04	80.12
13540	12/12/2019 Radar Auto Parts Inc-Clintons	RDS - FUEL DE ICER	112.66
13541	12/12/2019 RCAP Leasing Inc	SDCC - FLOOR SCRUBBER RENTAL	590.94
13542	12/12/2019 Resurface Corp	BMG - BLADE SHARPENING	102.55
13543	12/12/2019 Richardson Fire Systems Inc	SDCC - FIRE EXT CABINET	259.90
13544	12/12/2019 ROBINSON CHEVROLET	RDS - R&M L5-16	98.71
13545	12/12/2019 Rowcliffe Trucking	PW - SALT	565.00
13545	12/12/2019 Rowcliffe Trucking	PW - SALT	565.00
13546	12/12/2019 Royal Canadian Legion-Hensall Branch 468	REMEMBRANCE DAY WREATH	50.00
13547	12/12/2019 Ryan Construction	WALTON LF - CLEANUP OCT 17	2,140.29
13548	12/12/2019 Sanigear	GFD - BUNKER GEAR CLEAN/REPAIR	539.46
13549	12/12/2019 Seaforth Jewellers	BIA GIFT CERTIFICATE REDEEMED	125.00
13550	12/12/2019 Seaforth Sewing Centre	BIA GIFT CERTIFICATE REDEEMED	25.00
13551	12/12/2019 SGS Canada Inc.	WATER TESTING - VARIOUS	388.72
13552	12/12/2019 SHRED-IT INTERNATIONAL ULC	ADMIN - SHREDDING	517.82
13553	12/12/2019 SJ Fritzeley Auto Repair	RDS - UNDERCOATING L2-19	135.60

13554	12/12/2019 Smith & Banks Packaging Inc.	TH - ICE MELTER	604.78
13555	12/12/2019 Sommers Motor Generator Sales	PW - RENTAL - GENERATOR	1,902.92
13556	12/12/2019 Sparling's Propane	PW - GREY SHED - PROPANE	1,375.26
13556	12/12/2019 Sparling's Propane	GREY SHED - PROPANE	940.34
13557	12/12/2019 Staffen Lawn Care	FHT - SNOW PLOW CONTRACT(1of5)	1,522.11
13558	12/12/2019 Staging Canadell	BMG - STAGING	7,124.31
13559	12/12/2019 Angela Sturdy	VRC - REFUND	55.00
13560	12/12/2019 JENNA SWART	CCEM - LAWN MAINTENANCE	1,830.00
13561	12/12/2019 Team Truck Centres	RDS - R&M T8-09	173.86
13562	12/12/2019 Technical Standards & Safety Authority	TH - ELEVATOR LICENSE	103.00
13563	12/12/2019 Terrastory Environmental Consulting Inc.	KELLY PIT	2,237.40
13564	12/12/2019 Estate of Peter Tilburg	BCEM -P TILBURG OPENING REFUND	791.00
13565	12/12/2019 Total Image II	BIA GIFT CERTIFICATE REDEEMED	25.00
13566	12/12/2019 John Upshall	RDS - R&M GRADER	135.60
13567	12/12/2019 W G Kelly Construction	STRUCTURE T13 - KINBURN LINE	801.40
13568	12/12/2019 Workplace Safety & Ins Board	WSIB - NOVEMBER 2019	8,182.49
13569	11/15/2019 Receiver General	PAYROLL DEDUCTIONS NOV 1-15	23,337.00
13570	11/30/2019 Receiver General	PAYROLL DEDECUTIONS- NOV 16-30	24,611.95
Total Cheques for Approval			\$ 3,110,134.60

DIRECT DEBIT	11/6/2019 The Beer Store	BEER SUPPLIES - BMG	1,029.96
DIRECT DEBIT	11/21/2019 The Beer Store	BEER SUPPLIES - BMG	2,502.15
DIRECT DEBIT	11/8/2019 The Beer Store	BEER SUPPLIES - BMG	776.25
DIRECT DEBIT	11/15/2019 The Beer Store	BEER SUPPLIES - SDCC	2,737.45
DIRECT DEBIT	11/1/2019 Bell Canada	PHONE - SEAFORTH OPP	121.36
DIRECT DEBIT	11/1/2019 Bell Canada	PHONE - SCADA	64.80
DIRECT DEBIT	11/1/2019 Bell Canada	PHONE - SFD OFFICE	110.99
DIRECT DEBIT	11/1/2019 Bell Canada	PHONE - 5DCC	58.82
DIRECT DEBIT	11/1/2019 Bell Canada	FAX LINE - SDCC	44.22
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - GFD OFFICE	121.78
DIRECT DEBIT	11/7/2019 Bell Canada	PHONE - MCKILLOP SHOP	55.52
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - GREY SHED	80.86
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - GREY TOWNSHIP OFFICE	59.79
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - BFD OFFICE	148.96
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - BRUSSELS SHED	73.35
DIRECT DEBIT	11/25/2019 Bell Canada	PHONE - BRUSSELS OPP	67.64
DIRECT DEBIT	11/20/2019 Municipality Of Central Huron	VANASTRA WATER	8,979.60
DIRECT DEBIT	11/1/2019 Eastlink	INT/PHONE/CABLE/ - VRC /TDN	159.34
DIRECT DEBIT	11/25/2019 Eastlink	PHONE - TDN	32.13
DIRECT DEBIT	11/12/2019 Edward Fuels	FUEL - SFD	144.07
DIRECT DEBIT	11/12/2019 Edward Fuels	FUEL - PW	2,681.76
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BMG	12,286.10
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BFD	169.67
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 240 TURNBERRY	58.92
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BLIB	177.73
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BMD	392.62
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SFD	153.85
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 35 OAK ST GRID ACCOUNT	34.66
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 66 CHURCH ST WELL	2,936.99
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 240 TURNBERRY WELL	119.31
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SEAFORTH WATER TOWER	392.71
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SENTINAL LIGHTS	22.20
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BRUSSELS OPTIMIST PARK	40.72
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 35 WELSH GRID ACCOUNT	36.29

DIRECT DEBIT	11/12/2019 Festival Hydro	HYDRO - BRUSSELS STREETLIGHTS	879.87
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - TH REAR	164.48
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 31 OAK - SEAFORTH PUMP	1,354.43
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BRUSSELS STP	3,084.75
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BRUSSELS PUMP STATION	372.00
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 30 WELSH ST	246.40
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BANDSHELL	34.66
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BBCC GRID ACCOUNT	34.66
DIRECT DEBIT	11/12/2019 Festival Hydro	HYDRO - SEAFORTH STREETLIGHTS	1,844.04
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - 40 WELSH ST WELL	3,518.09
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - FHT	1,609.35
DIRECT DEBIT	11/12/2019 Festival Hydro	HYDRO - TUCKERSMITH ST LIGHTS	15.68
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SLIB	322.77
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SEAFORTH OPP	79.02
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - BRUSS WTP HEAT CABLE	35.75
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - TH	990.12
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - SDCC	14,975.37
DIRECT DEBIT	11/20/2019 Festival Hydro	HYDRO - TENNIS COURT	34.94
DIRECT DEBIT	11/15/2019 Great-West Life Assurance Co	INSURANCE - SFD	272.40
DIRECT DEBIT	11/20/2019 Hensall District Co-op	FUEL/PROPANE - VARIOUS	12,768.05
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - STREETLIGHTS	452.99
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - STREETLIGHT	318.94
DIRECT DEBIT	11/4/2019 Hydro One Networks Inc	HYDRO - GREY GARAGE	177.81
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - TUCKERSMITH SHED	209.25
DIRECT DEBIT	11/12/2019 Hydro One Networks Inc	HYDRO - STREETLIGHT	653.90
DIRECT DEBIT	11/27/2019 Hydro One Networks Inc	HYDRO - BCEM	47.96
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - VRC FOOD BOOTH	36.83
DIRECT DEBIT	11/5/2019 Hydro One Networks Inc	HYDRO - VRC MICROFIT GENERATOR	6.10
DIRECT DEBIT	11/14/2019 Hydro One Networks Inc	HYDRO - SEAFORTH STP	5,595.14
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - STREETLIGHTS	20.03
DIRECT DEBIT	11/19/2019 Hydro One Networks Inc	HYDRO - MCKILLOP SHED	133.19
DIRECT DEBIT	11/19/2019 Hydro One Networks Inc	HYDRO - MCKILLOP OFFICE	173.63
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - VANASTRA WATER	779.33
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - VRC	1,965.72
DIRECT DEBIT	11/21/2019 Hydro One Networks Inc	HYDRO - VRC BALL PARK	36.83
DIRECT DEBIT	11/25/2019 Hydro One Networks Inc	HYDRO - BRUCEFIELD WTP	510.85
DIRECT DEBIT	11/28/2019 Municipality of Morris-Turnberry	4TH QUARTER TAXES	61.00
DIRECT DEBIT	11/21/2019 Telizon Inc	LONG DISTANCE CHARGES VARIOUS	11.47
DIRECT DEBIT	11/25/2019 Tuckersmith Comm Co-Op	INTERNET - SDCC	155.94
DIRECT DEBIT	11/25/2019 Tuckersmith Comm Co-Op	INTERNET - BRUSSELS OPP	73.45
DIRECT DEBIT	11/25/2019 Tuckersmith Comm Co-Op	INTERNET - TUCKERSMITH/GREY	109.46
DIRECT DEBIT	11/25/2019 Tuckersmith Comm Co-Op	PHONE/INTERNET - BMG	106.47
DIRECT DEBIT	11/25/2019 Tuckersmith Comm Co-Op	PHONE - BRCFLD/C4TH/WELSH	310.75
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - SEAFORTH WTP 30 WELSH	25.64
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - BFD	33.36
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - 240 TURNBERRY	24.86
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - FHT	192.41
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - BMG	222.85
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - SDCC	945.23
DIRECT DEBIT	11/19/2019 Union Gas	HEAT - TH	126.25
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - BLIB	44.72
DIRECT DEBIT	11/12/2019 Union Gas	HEAT - VRC	855.08
DIRECT DEBIT	11/19/2019 Union Gas	HEAT - BMG POOL	24.86
DIRECT DEBIT	11/5/2019 Union Gas	HEAT - BMD	25.14
DIRECT DEBIT	11/19/2019 Union Gas	HEAT - TUCKERSMITH SHED	35.14

DIRECT DEBIT	11/5/2019 Union Gas	HEAT - SFD	24.86
DIRECT DEBIT	11/19/2019 Union Gas	HEAT - SLIB	77.95
DIRECT DEBIT	11/21/2019 Waste Management	WASTE REMOVAL - TUCK SHED	976.12
DIRECT DEBIT	11/21/2019 Waste Management	WASTE REMOVAL - SDCC	1,482.86
DIRECT DEBIT	11/21/2019 Waste Management	WASTE REMOVAL - BMG	569.28
DIRECT DEBIT	11/21/2019 Waste Management	WASTERMVL-C4TH/BRUSS/TUCK/VAN	28,979.10
DIRECT DEBIT	11/8/2019 Kincardine Cable	INTERNET - GFD	41.75
DIRECT DEBIT	11/27/2019 CIBC Visa	SDCC - DRAIN COVER/AIR FILTER	29.70
DIRECT DEBIT	11/27/2019 CIBC Visa	SDCC - BEER	489.50
DIRECT DEBIT	11/27/2019 CIBC Visa	PW - FUEL	60.01
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - CRANBERRY JUICE	27.33
DIRECT DEBIT	11/27/2019 CIBC Visa	SDCC - TONER	51.29
DIRECT DEBIT	11/27/2019 CIBC Visa	SDCC - HALL SUPPLIES	17.76
DIRECT DEBIT	11/27/2019 CIBC Visa	PW - THERMAL GLOVES	524.04
DIRECT DEBIT	11/27/2019 CIBC Visa	PW - PRIME MEMBERSHIP	9.03
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - R&M BUILDING	18.31
DIRECT DEBIT	11/27/2019 CIBC Visa	ECODEV BOARD BREAKFAST AGAR	15.00
DIRECT DEBIT	11/27/2019 CIBC Visa	ECODEV BOARD BREAKFAST KNIGHT	15.00
DIRECT DEBIT	11/27/2019 CIBC Visa	LOWE - 2020 ROMA ACCOMODATION	259.72
DIRECT DEBIT	11/27/2019 CIBC Visa	DIEHL - 2020 ROMA ACCOMODATION	259.72
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - YUK YUKS	1,271.25
DIRECT DEBIT	11/27/2019 CIBC Visa	ADMIN MEETING EXPENSE	39.55
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - LIQUOR	634.20
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - LIQUOR	1,065.46
DIRECT DEBIT	11/27/2019 CIBC Visa	2020 OBOA MEMBERSHIP -DIETRICH	361.60
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - CASINO TABLES	1,404.59
DIRECT DEBIT	11/27/2019 CIBC Visa	ECODEV BOARD BREAKFAST HAWLEY	15.00
DIRECT DEBIT	11/27/2019 CIBC Visa	ECO DEV BOARD BREAKFAST OUD	15.00
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - LCBO	98.32
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - CHRISTMAS PARADE	14.18
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - RUGS	76.30
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - CHRISTMAS CANDY	232.86
DIRECT DEBIT	11/27/2019 CIBC Visa	PW - VEHICLE REGISTRATION	11,748.50
DIRECT DEBIT	11/27/2019 CIBC Visa	BMG - CHRISTMAS CANDY	469.04
Total Direct Debits for Approval			\$ 145,386.16

EFT00000001811	12/18/2019 Maureen Agar	BIA -CHRISTAMS EVENT/SEMINARS	30.50
EFT00000001811	12/18/2019 Maureen Agar	BIA - GIFT BASKET/GIFT CARDS	224.00
EFT00000001812	12/18/2019 A. G. Hayter Contracting Ltd	BALFOUR MUNICIPAL DRAIN	8,297.76
EFT00000001813	12/18/2019 Barmy Tech	EDO - WELCOME BAGS	336.18
EFT00000001814	12/18/2019 Marty Bedard	GFD - OWNERSHIP TRANSFER	32.00
EFT00000001815	12/18/2019 Bilcke Electric	VAN WATER - R&M PUMP	1,104.73
EFT00000001816	12/18/2019 Bluewater Recycling Association-MARS	DECEMBER CO-COLLECTION	1,039.22
EFT00000001817	12/18/2019 Gary Boyer	GFD - LUNCH - TRAINING DAY	55.56
EFT00000001818	12/18/2019 Abi Corbett	BMG - SUPPLIES/ICE SALT	182.84
EFT00000001818	12/18/2019 Abi Corbett	BMG - BOOTH SUPPLIES/BLADES	333.07
EFT00000001819	12/18/2019 Brenda Dalton	DALTON - MILEAGE OCTOBER 2019	67.57
EFT00000001819	12/18/2019 Brenda Dalton	DALTON - MILEAGE NOVEMBER 2019	56.40
EFT00000001820	12/18/2019 Tyler E Deitner	GFD - MILEAGE - TRAINING	21.60
EFT00000001821	12/18/2019 Jutzi Water Technologies	BMG - MOTHLY SERVICE	271.20
EFT00000001822	12/18/2019 Dianne Diehl	DIEHL - MILEAGE OCTOBER 2019	158.70
EFT00000001822	12/18/2019 Dianne Diehl	DIEHL - MILEAGE NOVEMBER 2019	89.86
EFT00000001823	12/18/2019 Dietz Agri Centre Inc	SDCC - R&M EQUIPMENT	25.76
EFT00000001824	12/18/2019 Brad Dietrich	CBO - MILEAGE NOVEMBER	2,043.93

EFT000000001825	12/18/2019 Eric Cox Sanitation Equipment & Supplies	SDCC - JANITORIAL SUPPLIES	435.05
EFT000000001825	12/18/2019 Eric Cox Sanitation Equipment & Supplies	SDCC - JANITORIAL SUPPLIES	312.61
EFT000000001825	12/18/2019 Eric Cox Sanitation Equipment & Supplies	BMG - JANITORIAL SUPPLIES	389.23
EFT000000001826	12/18/2019 eSolutions Group Limited	WEBSITE UPDATE	10,857.41
EFT000000001827	12/18/2019 EXCEL BUSINESS SYSTEMS	ADMIN - COPIER COSTS	258.39
EFT000000001827	12/18/2019 EXCEL BUSINESS SYSTEMS	PW -COPIER CONTRACT DEC - NOV	336.74
EFT000000001828	12/18/2019 GM BluePlan Engineering Limited	BRYANS & ANDERSON SUBDIVISION	203.40
EFT000000001828	12/18/2019 GM BluePlan Engineering Limited	POL SUBDIVISION REVIEW	2,710.59
EFT000000001829	12/18/2019 John Hill	BLDG&PROP - MILEAGE NOVEMBER	525.42
EFT000000001830	12/18/2019 Huronia Welding & Industrial	SFD - MEDICAL O2	33.90
EFT000000001830	12/18/2019 Huronia Welding & Industrial	RDS - SUPPLIES	68.00
EFT000000001831	12/18/2019 Keppel Creek	BY LAW ENFORCEMENT NOVEMBER	2,501.12
EFT000000001832	12/18/2019 Lavis Contracting Co Ltd	PW - PEASTONE	373.52
EFT000000001833	12/18/2019 L MCGRATH PLUMBING & HEATING INC	SFD - REPAIR BOILER	186.63
EFT000000001834	12/18/2019 John Lowe	LOWE - MILEAGE OCTOBER 2019	85.08
EFT000000001834	12/18/2019 John Lowe	LOWE - MILEAGE NOVEMBER 2019	61.18
EFT000000001835	12/18/2019 Bernie MacLellan	MACLELLAN - MILEAGE OCT 2019	97.99
EFT000000001835	12/18/2019 Bernie MacLellan	MACLELLAN - MILEAGE NOV 2019	84.13
EFT000000001836	12/18/2019 Alvin McLellan	MCLELLAN - MILEAGE OCT 2019	77.44
EFT000000001836	12/18/2019 Alvin McLellan	MCLELLAN - MILEAGE NOV 2019	66.92
EFT000000001837	12/18/2019 Helen McNaughton	TH - CLEANING NOVEMBER 2019	896.09
EFT000000001838	12/18/2019 MICROAGE BASICS	ADMIN - PAPER	79.09
EFT000000001839	12/18/2019 Barry Mills	PW - WORKBOOTS	225.99
EFT000000001840	12/18/2019 Kevin Moore	BFD - CLEANING DECEMBER	132.00
EFT000000001841	12/18/2019 MRC SYSTEMS INC	SFD - BATTERIES	277.71
EFT000000001841	12/18/2019 MRC SYSTEMS INC	BFD - PAGERS	56.22
EFT000000001841	12/18/2019 MRC SYSTEMS INC	BFD - PAGERS	56.22
EFT000000001841	12/18/2019 MRC SYSTEMS INC	BFD - PAGERS	56.22
EFT000000001841	12/18/2019 MRC SYSTEMS INC	RDS - INSTALL RADIO - GRADER	1,124.44
EFT000000001841	12/18/2019 MRC SYSTEMS INC	SFD - ANTENNA	45.83
EFT000000001842	12/18/2019 New-Lift Hydraulics	RDS - R&M GRADER	660.71
EFT000000001843	12/18/2019 NORTH HURON PUBLISHING INC	BMG - HOLIDAY SKATE SCHEDULE	169.50
EFT000000001843	12/18/2019 NORTH HURON PUBLISHING INC	HEFD - ADVERTISING	113.00
EFT000000001843	12/18/2019 NORTH HURON PUBLISHING INC	ADMIN/PW/BMG - ADVERTISING	554.59
EFT000000001843	12/18/2019 NORTH HURON PUBLISHING INC	BIA - LADIES NIGHT ADVERTISING	251.24
EFT000000001844	12/18/2019 ONN ZOELLYN	ONN - MILEAGE OCTOBER 2019	33.46
EFT000000001844	12/18/2019 ONN ZOELLYN	ONN - MILEAGE NOVEMBER 2019	23.90
EFT000000001845	12/18/2019 Ontario One Call	W/WW - NOVEMBER SERVICES	73.45
EFT000000001846	12/18/2019 ONTARIO TAX SALES INC	TAX SALE - 390 011 01700 0000	762.75
EFT000000001847	12/18/2019 Tom Phillips	SFD - ONT ASSOC OF FIRE CHIEFS	741.17
EFT000000001847	12/18/2019 Tom Phillips	MUTUAL AID MILEAGE	80.07
EFT000000001848	12/18/2019 Postmedia Network Inc.	ADMIN/PW - ADVERTISING	1,505.16
EFT000000001848	12/18/2019 Postmedia Network Inc.	TDN - CLINTON/C4TH PHONEBOOK	197.75
EFT000000001849	12/18/2019 The Public Sector Digest	ROAD MAP # 6	5,367.50
EFT000000001849	12/18/2019 The Public Sector Digest	GIS - IFRAME	14,916.00
EFT000000001850	12/18/2019 QMI-SAI Canada Limited	DWQMS AUDIT	2,203.50
EFT000000001851	12/18/2019 Realtax Inc	TAX SALE - 160 031 25300 0000	740.15
EFT000000001851	12/18/2019 Realtax Inc	TAX SALE - 390 011 01700 0000	996.25
EFT000000001852	12/18/2019 R J Burnside & Associates Ltd	HE DRAINAGE SUPERINTENDENT	8,847.90
EFT000000001852	12/18/2019 R J Burnside & Associates Ltd	BRUSS WWTP - FILTER/UV UPGRADE	10,879.64
EFT000000001853	12/18/2019 ROBERT C KELLINGTON	BMD - CLEANING/SNOW NOV/DEC	410.00
EFT000000001854	12/18/2019 Rona Inc	RDS - SIGNS	7.22
EFT000000001854	12/18/2019 Rona Inc	SDCC - KITCHEN REPAIRS	36.23
EFT000000001854	12/18/2019 Rona Inc	PW - GREY SHOP LIGHT	41.64
EFT000000001854	12/18/2019 Rona Inc	SDCC - R&M KICHEN	28.97

EFT000000001854	12/18/2019 Rona Inc	SDCC - R&M KITCHEN	32.00
EFT000000001854	12/18/2019 Rona Inc	SLIB - REPAIR WINDOWS	22.60
EFT000000001854	12/18/2019 Rona Inc	SLIB - REPAIR WINDOWS	18.57
EFT000000001854	12/18/2019 Rona Inc	SDCC - KITCHEN REPAIRS	30.77
EFT000000001854	12/18/2019 Rona Inc	BLIB - HANDRAIL	58.58
EFT000000001854	12/18/2019 Rona Inc	PW - WILLIAM ST BASIN	50.75
EFT000000001854	12/18/2019 Rona Inc	PW - SHOP SUPPLIES	31.12
EFT000000001854	12/18/2019 Rona Inc	SDCC - R&M KITCHEN	34.51
EFT000000001854	12/18/2019 Rona Inc	SDCC - R&M KITCHEN	5.57
EFT000000001854	12/18/2019 Rona Inc	SDCC - R&M KITCHEN	65.74
EFT000000001854	12/18/2019 Rona Inc	SDCC - KEYS	20.34
EFT000000001854	12/18/2019 Rona Inc	TDN - SOFTENER SALT	34.17
EFT000000001854	12/18/2019 Rona Inc	BLDG&PROP - TOOLS	80.50
EFT000000001855	12/18/2019 Ryan Enterprises Truck Repair	RDS - R&M T2-03	76.84
EFT000000001855	12/18/2019 Ryan Enterprises Truck Repair	RDS - R&M T1-04	2,665.93
EFT000000001855	12/18/2019 Ryan Enterprises Truck Repair	BFD - UNIT 5-7 ANNUAL INSPECTI	247.36
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	SDCC - REPLACE TOILET IN AUD	623.41
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	VRC - REPAIR PLUGGED SEWER	259.90
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	SDCC -R&M TOILET DRESSING ROOM	389.85
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	TH - DUCTLESS A/C - SERVER RM	3,390.00
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	PW - OAK STREET WATER HEATER	1,060.12
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	VAN WATER - REPALCE FAUCETS	381.38
EFT000000001856	12/18/2019 Seaforth Plumbing & Heating	SDCC - R&M KITCHEN FAUCET	108.69
EFT000000001857	12/18/2019 SILLS HOME HARDWARE	SDCC - R&M BUILDING	347.34
EFT000000001857	12/18/2019 SILLS HOME HARDWARE	TH/BIA/PW/W/WW - SUPPLIES	259.47
EFT000000001857	12/18/2019 SILLS HOME HARDWARE	VRC - ZIP TIES/ SCREENS	67.76
EFT000000001857	12/18/2019 SILLS HOME HARDWARE	SFD-FLOAT SUPPLIES XMAS PARADE	25.89
EFT000000001858	12/18/2019 Joe Steffler	STEFFLER - MILEAGE OCT 2019	35.37
EFT000000001859	12/18/2019 Stonetown Supply Services Inc	SDCC - SOFTENER SALT	284.69
EFT000000001859	12/18/2019 Stonetown Supply Services Inc	SDCC - GLOVES	22.60
EFT000000001859	12/18/2019 Stonetown Supply Services Inc	SDCC - JANITORIAL SUPPLIES	197.68
EFT000000001859	12/18/2019 Stonetown Supply Services Inc	SDCC - JANITORIAL EXPENSE	399.18
EFT000000001860	12/18/2019 Strongco Equipment	PW - R&M G1-07	16.53
EFT000000001860	12/18/2019 Strongco Equipment	RDS - R&M G1-07	133.17
EFT000000001861	12/18/2019 Swan Dust Control Ltd	TH - MAT/MOP SERVICE	84.75
EFT000000001861	12/18/2019 Swan Dust Control Ltd	FHT - MATS	84.19
EFT000000001861	12/18/2019 Swan Dust Control Ltd	SDCC - MAT/MOP SERVICE	101.24
EFT000000001861	12/18/2019 Swan Dust Control Ltd	FHT - MATS	84.19
EFT000000001861	12/18/2019 Swan Dust Control Ltd	TH - MAT/MOP SERVICE	84.75
EFT000000001862	12/18/2019 THOMPSON, TRICIA	ADMIN - TRAINING/XMAS FLOAT	413.62
EFT000000001863	12/18/2019 TJM LOCK & KEY SERVICE	SDCC - DRESSING ROOMS	630.95
EFT000000001864	12/18/2019 Toromont - CAT	RDS - R&M W2-18	397.48
EFT000000001865	12/18/2019 Robert Trick	ANIMAL CONTROL - SEPTEMBER	892.05
EFT000000001865	12/18/2019 Robert Trick	ANIMAL CONTROL - OCT/NOV 2019	2,308.77
EFT000000001866	12/18/2019 Viking Cives Ltd	RDS - R&M T5-17	352.28
EFT000000001867	12/18/2019 Wachs Canada Ltd	W/WW - WASHER/KEY BUMPER	28.53
EFT000000001868	12/18/2019 Nancy Whidden	TDN - GROCERIES/MILEAGE 2019	699.84
EFT000000001869	12/18/2019 GLORIA WILBEE	WILBEE - MILEAGE OCT 2019	54.49
EFT000000001869	12/18/2019 GLORIA WILBEE	WILBEE - MILEAGE NOVEMBER 2019	54.49
EFT000000001870	12/18/2019 Work Equipment Ltd	PW - 5 POSITION PLOW	6,667.00
EFT000000001871	12/18/2019 James Yates	GFD - MILEAGE - H&S MEETINGS	37.35

Total EFT's for Approval \$ 111,081.54

Total Payroll-Pay Period 24 & 25 - Full-time, Part-time, Monthly & Seaforth Fire & Grey Fire \$ 329,812.45

TOTAL FOR APPROVAL BY COUNCIL \$ 3,696,414.75

Mayor, Bernie MacLellan

Treasurer, Paula Michiels

Brad Knight

From: David Clarke <dclarke@huroncounty.ca>
Sent: Friday, October 18, 2019 2:11 PM
To: Meighan Wark; ACW Clerk; cao@municipalityofbluewater.ca; Central_Huron CAO; Carol Watson; Brad Knight; Trevor Hallam; Dwayne Evans; South Huron CAO; Rebekah Msuya-Collison
Cc: sbecker@southhuron.ca; Susan Cronin; admin@acwtownship.ca; Municipality of Bluewater; Central Huron Clerk; kjohnston@morristurnberry.ca; Carson Lamb
Subject: New Mutual Assistance Agreement
Attachments: Council report Mutual Assistance.docx

Greetings,

As a follow-up to the earlier email on the proposed new Mutual Assistance Agreement for Huron County, I was requested to provide a background report to assist municipal councils in reviewing the document.

I have attached a brief report along with the proposed new Agreement.

If you still have any questions or require further clarification, please contact me directly.

In addition, when the proposed agreement is to go before your respective Councils for discussion, I can make myself available to attend and answer any questions members of council may have. Please coordinate the dates with me ahead of time so that we don't end up with conflicting dates.

I look forward to municipalities adopting this more comprehensive agreement and including it in our individual Emergency Response Plans.

Regards,

Dave Clarke

CEMC – Emergency Manager

County of Huron

Phone: 519-524-8394 ext. 3306

Cell: 519-440-2268

CORPORATION OF _____

Emergency Management

TO: CAO's and Members of the Council
FROM: David Clarke – CEMC Emergency Manager
DATE: October 18, 2019
SUBJECT: Huron County Mutual Assistance Agreement

RECOMMENDATION

That Municipal Councils pass a bylaw adopting a new Mutual Assistance Agreement for municipalities within the County of Huron.

And further that each municipality repeal the previous agreement and bylaws passed in 2007.

BACKGROUND

Under the Emergency Management and Civil Protection Act (EMCPA), Section 13(3), the Council of a municipality or county is authorized to make an agreement with another municipality or county for the provision of any personnel, service, equipment or material during an Emergency.

The present Mutual Assistance Agreement adopted in 2007 does not meet the standard or best practices reflected in similar agreements across Ontario. While the document does offer a couple of paragraphs on assistance between municipalities within the County of Huron, it does not contain detailed provisions necessary to protect both "Assisting" and "Assisted" municipalities.

The proposed Agreement was developed jointly by Michaela Johnston, CEMC for the Town of Goderich and David Clarke, CEMC for Huron County. Based on a recommended agreement provided by Emergency Management Ontario, the proposed Agreement provides specific details on who may make requests for assistance, as well as the conditions of that assistance, safety and liability protections.

Requests can be made by a CAO or senior municipal officer. Materials provided shall be in good working order and returned in the same condition. Personnel provided will continue to be paid by their own municipalities. Invoices will be submitted following the emergency. The Agreement also addresses Indemnity for Assisting municipalities, Insurance, Safety, and Supervision.

The previous Agreement also outlined the formation of the Huron County Emergency Management Committee (HC-EMC). This committee was formed in lieu of an Emergency Management Program Committee as required under the Emergency Management and Civil Protection Act (EMCPA). However, in 2011, Emergency Management Ontario (EMO) informed the then County CEMC that the HC-EMC and its Terms of Reference did not meet the criteria under the EMCPA.

As such, the HC-EMC has been removed from the proposed bylaw. The HC-EMC will continue, but will undergo a revision and new terms of reference to hopefully still provide a forum for sharing among emergency management professionals, industries and support agencies in the county.

COMMENTS

The proposed Mutual Assistance Agreement for Huron County, is a much more comprehensive document and reflects best practices across Ontario. It provides protections for all parties to the agreement as well as personnel and equipment.

FINANCIAL IMPLICATIONS

None

David Clarke
Manager, Emergency Management

Michaela Johnston
Health and Safety & CEMC

**HURON EAST
ADMINISTRATION**

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 8-24-2019

HOW DISPOSED OF

TO: Mayor MacLellan and Members of Council

FROM: Brad Knight, CAO/Clerk

DATE: December 12th, 2019

SUBJECT: 2020 Meeting Schedule

RECOMMENDATION:

That Council establish the following meeting schedule for 2020:

- January 7 and 28
- February 4 and 18
- March 3 and 17
- April 7 and 21
- May 5 and 19
- June 2 and 16
- July 7 and 21
- August 4
- September 1 and 22
- October 6 and 20
- November 3 and 17
- December 1 and 15

BACKGROUND:

Our procedural by-law indicates that regular Council meetings will be held on the first and third Tuesday of each month, but there are provisions in Section 6.1(a) that calls for Council to establish a schedule at the beginning of the year and this allows some recognition of the impact of holidays, conferences, etc.

Our regular meeting schedule will have the following conflicts during 2020.

- January 19th to 21st, 2020 – ROMA Conference
- August 16th to 19th, 2020 – AMO Conference
- September 15th and 16th, 2020 – Brussels Fall Fair

In the past couple of years, Council has tried to eliminate one meeting during the summer months and it has usually worked well around the timing of the AMO conference. The AMO conference in 2020 will be held on August 16th to 19th and it is being suggested that we drop the second meeting in August.

The Brussels Fall Fair will be held on September 15th and 16th, 2020 and conflicts with the 2nd meeting in September. Last year our 2nd September meeting was moved to the Monday night before the Brussels Fair, but this date still doesn't work well for the Councillors from Brussels/Grey. I would suggest we move that meeting to Tuesday, September 22nd.

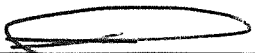
OTHERS CONSULTED:

Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

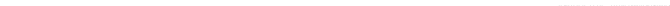
BUDGET IMPACTS:

The elimination of one regular Council meeting saves approximately \$2,000 in per diem rates and expenses.

SIGNATURE:



Brad Knight, CAO/Clerk



Paula Michiels, Finance Manager-Treasurer/Deputy Clerk

Calendar 2020 Canada

Calendarpedia
Your source for calendars

January						
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April						
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May						
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31						

June						
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November						
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December						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

Public Holidays 2020 Canada

Jan 1	New Year's Day	Jul 1	Canada Day	Nov 11	Remembrance Day
Feb 17	Family Day	Aug 3	Ontario Day	Dec 25	Christmas Day
Apr 10	Good Friday	Sep 7	Labour Day	Dec 26	Boxing Day
May 18	Victoria Day	Oct 12	Thanksgiving		

**HURON EAST
ADMINISTRATION**

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 8-24-3 20 19

HOW DISPOSED OF

TO: Mayor MacLellan and Members of Council

FROM: Brad Knight, CAO/Clerk

DATE: December 12th, 2019

SUBJECT: By-Law 91-2019 appointments

RECOMMENDATION:

That By-Law 91-2019 be passed appointing CAO Brad Knight and Accounts Payable Clerk Tricia Thompson as an alternate representative to the Joint Huron County Community Safety and Well-Being Advisory Committee.

BACKGROUND:

Bill 175 amended the Police Services Act and requires municipalities to develop and implement community safety and well-being plans by January 1st, 2021. Plans can be developed jointly by a group of municipalities under the direction of a joint advisory committee. The plan in Huron County is for the lower tiers to work collaboratively to develop a generic plan with each municipality then revising this plan specific to their municipality.

The process will involve many stakeholders with background in social services. I anticipate the process will involve an assessment and inventory of existing services, identifying priority areas of need and develop strategies to address these needs.

OTHERS CONSULTED:

Tricia Thompson, Accounts Payable Clerk

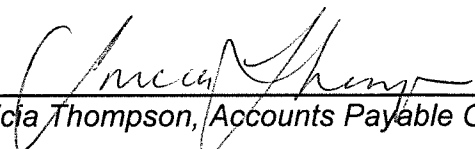
BUDGET IMPACTS:

May be some costs incurred in acquiring data and promoting community involvement, but the costs should be minimal and will be covered in the 2020 budget.

SIGNATURE:



Brad Knight, CAO/Clerk



Tricia Thompson, Accounts Payable Clerk

**HURON EAST
ADMINISTRATION**

MUNICIPALITY OF HURON EAST COUNCIL

Document No. 8-24-4, 20 19

HOW DISPOSED OF

TO: Mayor MacLellan and Members of Council

FROM: Brad Knight, CAO/Clerk

DATE: December 13th, 2019

SUBJECT: Huronview Laneway Access

RECOMMENDATION:

That the County of Huron be advised that the Municipality of Huron East is agreeable to the closing and conveyance of the municipal road allowance into the Huronview property to the County of Huron provided the County meets the requirements of road closing policy 1.10 and road allowance sale policy 1.15.

BACKGROUND:

For ease of reference, I have attached my November 23rd, 2017 report to the Administration Committee regarding the Huronview access. The Administration Committee directed that staff be directed to contact the abutting landowners about Huron County's interest in acquiring the road allowance.

We did meet with the Murches but it took some time to arrange the meeting and there was some thought on our part that the Murch fence was located on the road allowance. Doug Culbert was instructed to locate the property boundaries and it was only last year at this time that he confirmed that the fence was on the Murch property.

Mr. Murch passed away in August, 2018 and between the County and myself, the issue wasn't pursued.

With the amalgamation of the Health Units, the initial proposal was to give the new entity the Health Unit building and lease the land that it sits on to the new entity for 99 years. This proposal was not agreed to by the new entity as it appears they want ownership of both the land and the buildings. The County can use their municipal powers to create the parcel, but a rezoning would be required (no public road access) and the issue of part of the access being an unopened road allowance needs to be addressed as the County would have to provide easements over the property to provide access to the Health Unit building.

The process to close and convey the road allowance takes some time. A complicating factor is that the Murch property accesses land behind the house via a small laneway off our "road allowance" that comes out between the Murch residence and a small barn. If the road allowance is conveyed to the County, I would suggest a condition should be to grant the Murch property some form of right-of-way that is acceptable to both Mrs. Murch and the County.

As the merger of the Health Units I scheduled for January 1st, 2020, the road allowance can't be finalized before the merger is completed. The County has requested confirmation that Huron East is still agreeable to closing and conveying the road allowance to the County.

OTHERS CONSULTED:

Barry Mills, Public Works Coordinator

BUDGET IMPACTS:

The County would be responsible for all survey and legal costs plus the cost of the land valued at \$10,000 per acre. The subject road allowance is approximately .87 acres which would result in a contribution to our parkland reserve fund of approximately 8,700.

SIGNATURE:



Brad Knight, CAO-Clerk



Barry Mills, Public Works Coordinator

**HURON EAST
ADMINISTRATION**

TO: Chair Wilbee and Members of Administration Committee

FROM: Brad Knight, CAO/Clerk

DATE: November 23rd, 2017

SUBJECT: Huronview Laneway Access

RECOMMENDATION:

That staff be directed to contact landowners abutting an unopened road allowance between Lots 50/51, LRS (Huronview Access) concerning Huron County's interest in acquiring the road allowance.

BACKGROUND:

In 2012 I was approached by John King from Huron County property services regarding the potential to open up and dedicate this section of road as a municipal road allowance. The original road allowance save and except the first 575' off Highway 4 was stopped up and sold to the County in 1966.

I believe Mr. King made the initial inquiry because of MTO concerns with building permits for the apartment complex and the issue of the entrance to Highway 4 being on municipal property rather than on County property. Mr. King retired shortly after he made the initial inquiry and the County never pursued this issue until just recently.

The County's position has now changed on the road allowance and they have inquired about acquiring the property, mainly from a liability perspective. If the County acquired the property, it is an easier process for us than establishing it as an open public roadway.

The abutting property owners have some rights when unopened road allowances are conveyed to property owners and I would like to discuss this issue with the owners of the abutting property before we advance this process. I would also like to confirm requirements, if any of the MTO.

OTHERS CONSULTED:

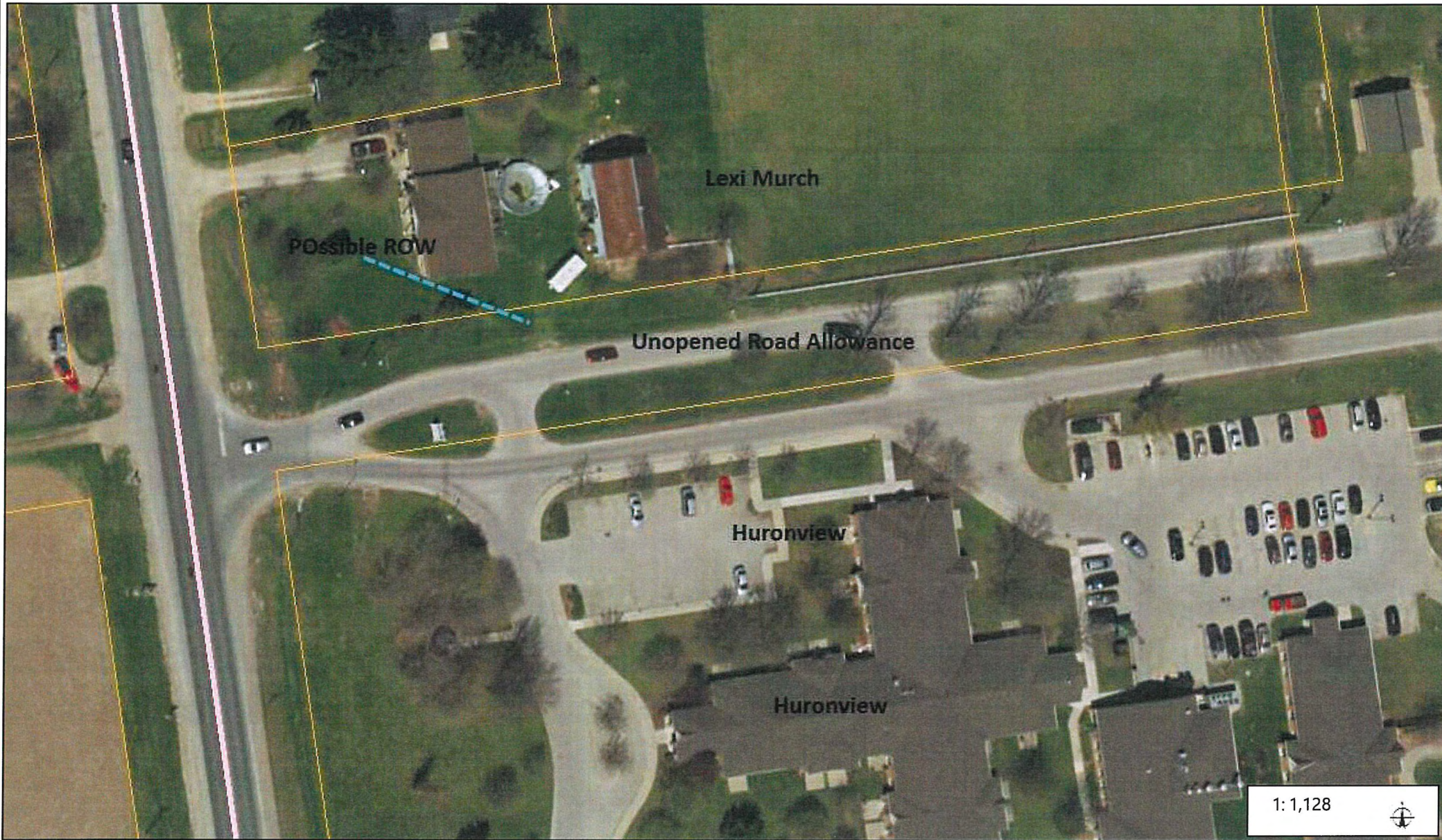
BUDGET IMPACTS:

None at the present time, but if the road allowance is closed up/sold to the County, it will be done at their cost plus the land will be valued at \$7,500/acre (the property is approximately .87 acres).

SIGNATURES:



Brad Knight, CAO/Clerk

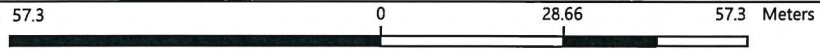


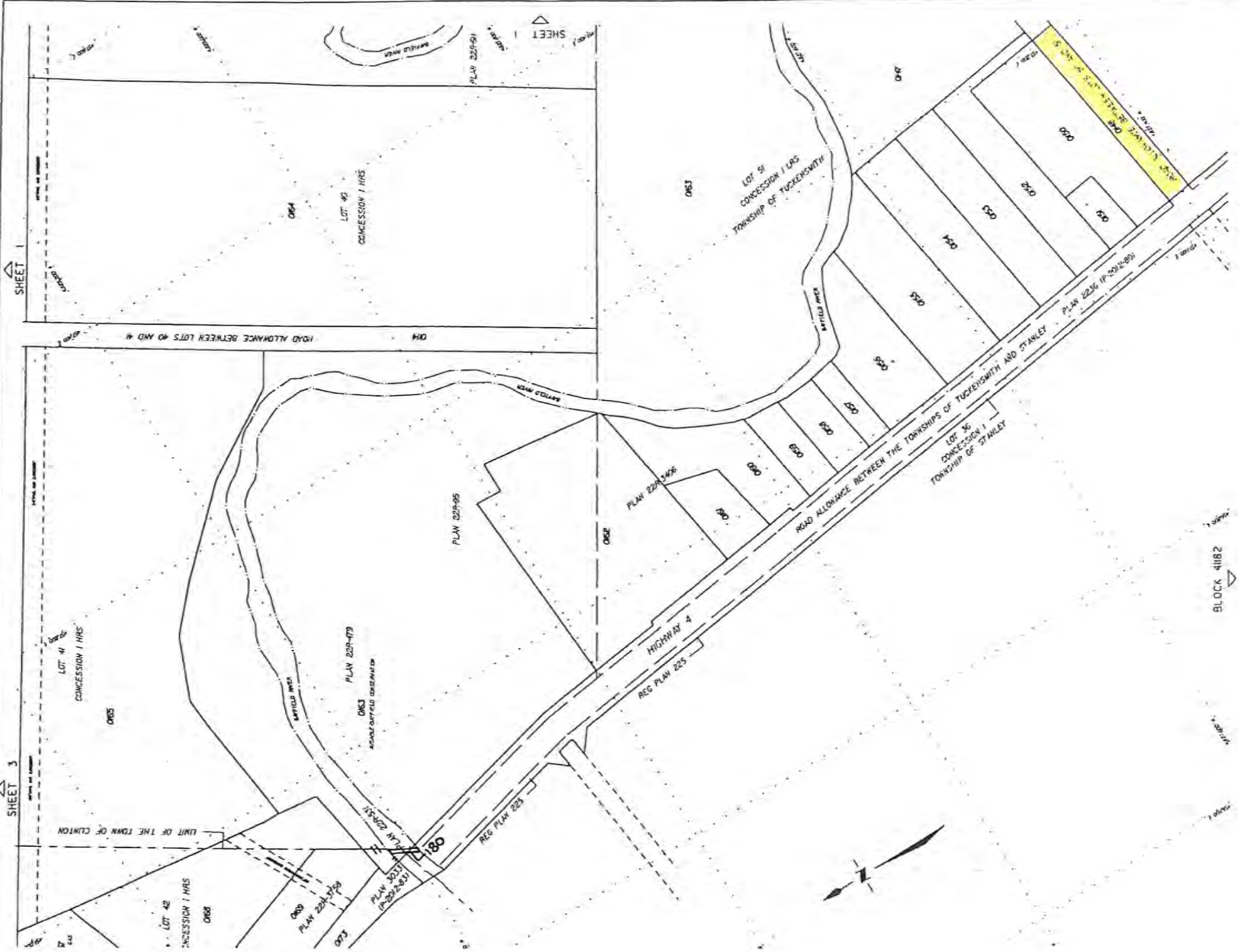
Legend

- Parcel Fabric
- Municipal Boundary
- County Boundary
- Citations

Notes

1: 1,128 





BLOCK 41182

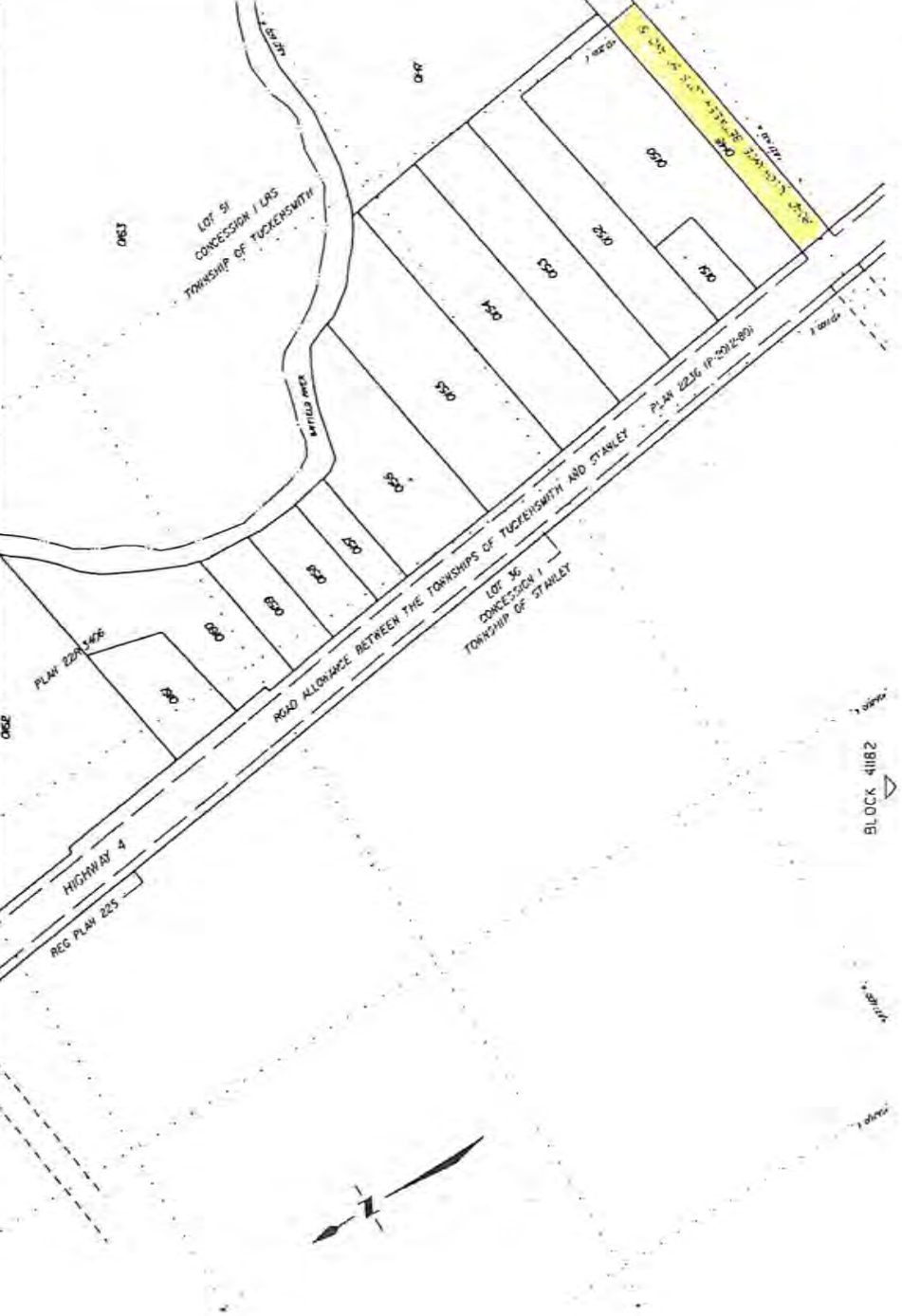
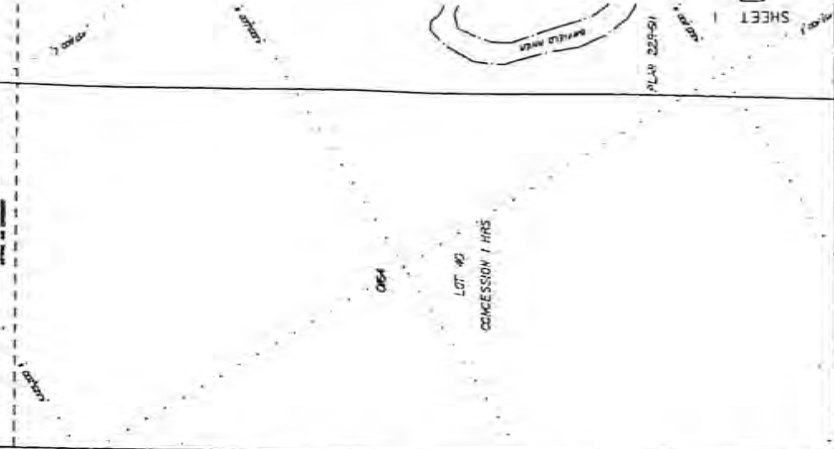
BLOCK 41181



SHEET 1

SHEET 3

SHEET 1



LOT

PREVIOUSLY:
R. INST. No. 1745 D
Henry RANSFORD
(obtained from the
Canada Company)

RIVER AREA = 2.1 AC. ±
60' PART 2 22R801

51

(59.75 ac. TWR PL)

PARALLEL To HWY as
WIDENED by HWY. PLAN 1574

WIRE F
ORIGIN

ROAD

MARK
4-05

PT. 2
1.60 ac.

21-135
0.5 ac ±

21-136
0.6 ac. ±

21-132
0.4 ac

21-131
172 AC
455.6' to H.W.M.
4.25'

21-130
2.05 AC.

21-129
with R.O.W.

21-128
s.t. R.O.W.

21-127
1.60 ac. ±
s.t. R.O.W.

21-125
8'

21-125-1
2.51 ac.

575 S.

THE KING'S HIGHWAY No. 4 LONDON

ROAD

ALLOWANCE

BTWN.

STANLEY & TUCKERSMITH

PL. 1574

13+05.05 s.
13 04.99 d.

11+42.22

10+32.22

9+62.22

8+24.68

7+89.68

5+91.58

4+53.58

3+30.58

2 15.33 d.B.s.

1+23.84

0+00.00

Ken Lee, Murch (21.12.21)



NOTICE OF SITTING OF COURT OF REVISION
Drainage Act, R.S.O. 1990, c.D.17, subs. 46(1) and (2)

To: Municipality of Huron East
Att: CAO Brad Knight

RE: Dodds Municipal Drain Branch No 1

Take Notice that your property is assessed for the improvement of the above mentioned works under Section 78 of the *Drainage Act*. Attached is a provisional bylaw exclusive of the engineer's report. Details of your assessment are contained in the engineer's report dated September 27, 2019 which has been previously sent to you or is available at the municipal office.

An owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds;

- Any land or road has been assessed an amount that is too high or too low;
- Any land or road that should have been assessed has not been assessed; and/or
- Due consideration has not been given to the use being made of the land.

Pursuant to Section 52(1) of the *Drainage Act*, objections or appeals to the assessment must be forwarded in writing, to the attention of the Clerk, at least ten (10) days prior to the date of the Court of Revision.

The Court of Revision will take place:

Monday, January 6, 2020 at 5:00 p.m. at the Town Hall Council Chamber, 23 Albert St., Clinton.

Brenda Maclsaac

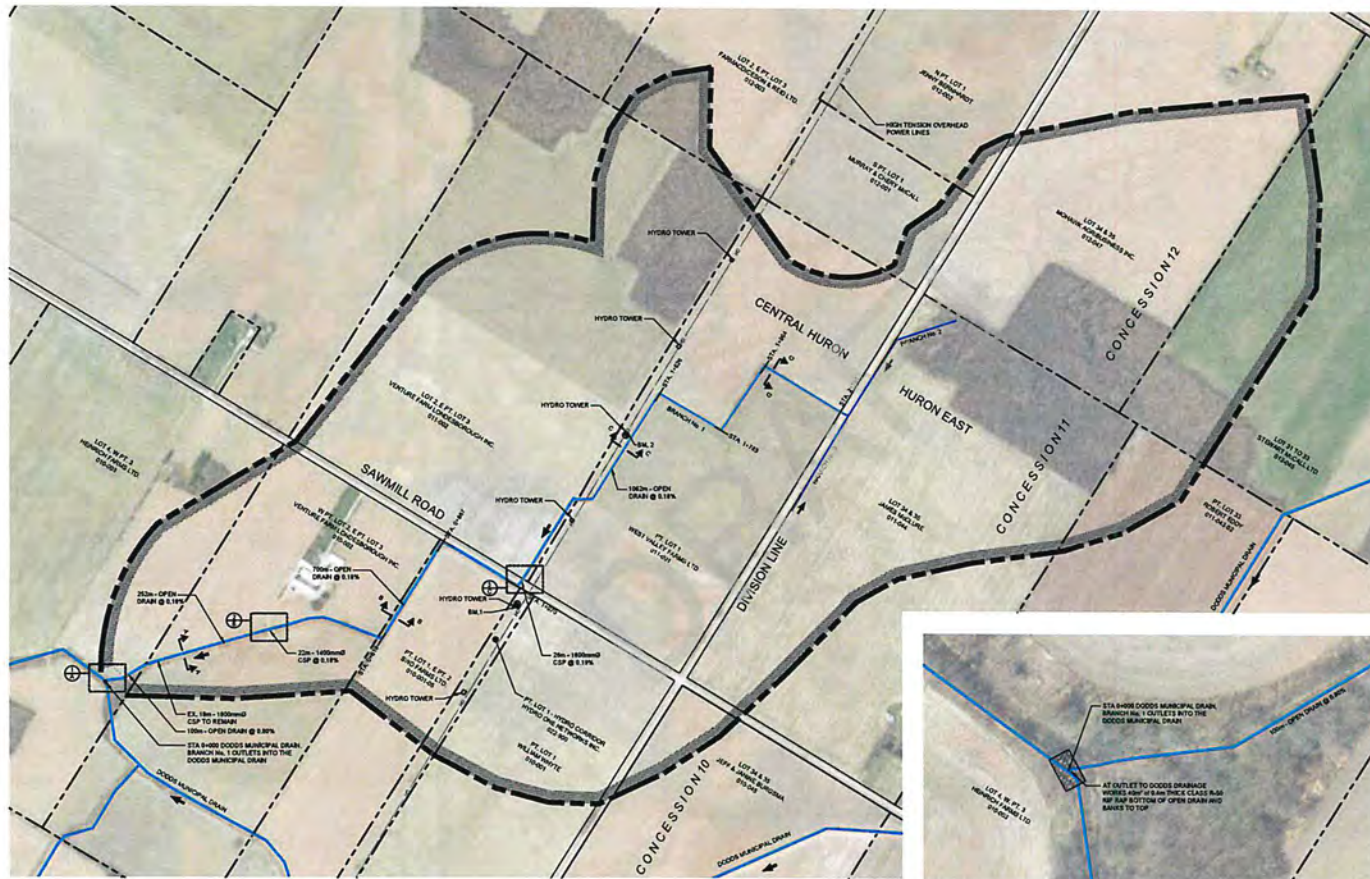
Brenda Maclsaac, Clerk

Municipality of Central Huron, PO Box 400, Clinton, ON N0M 1L0

November 28, 2019

Date

Right of Appeal – Any owner of land or public utility affected by the above mentioned drainage works may appeal to the Referee regarding legal issues or the Agriculture, Food and Rural Affairs Appeal Tribunal regarding technical issues within forty (40) days of the sending of the notice. *Drainage Act*, R.S.O. 1990, c.D.17, subs. 47(1) and 48(1).



OVERALL PLAN
SCALE: 1:500

1
A
OUTLET
SCALE: 1:50



NOTES:

- CONTRACTOR IS TO OBTAIN UTILITY LOCATES PRIOR TO CONSTRUCTION.
- CONTRACTOR IS TO CONNECT EXISTING TIERS DURING CONSTRUCTION.

NOMENCLATURE:

APPROX.	APPROXIMATE
CB	CATCH BASIN
C/S	CATCH BASIN
CS	CATCH BASIN
EL	ELEVATION
EX	EXISTING
FL	FLOW
HT	HYDRO TOWER
MA	MANHOLE
PL	PROPERTY LINE
STA	STATION
TOP	TYPICAL

LEGEND:

- WATERSHED BOUNDARY
- - - - - PROPERTY LINE
- - - - - RIGHT OF WAY
- OPEN DRAIN
- EX. CLOSED DRAIN
- DIRECTION OF FLOW
- CATCH BASIN
- DETAIL HIGHLIGHT
- ⊕ DRAINAGE NUMBER
- ⊕ DETAIL NUMBER

BENCH MARKS:

BM 1 - ELEV = 101.50
TOP OF BOLT ON FIRST CATCH BASIN TO THE SOUTH OF SAWMILL ROAD, BOLT 1 ON NORTHEAST CORNER OF CONCRETE PAD.

BM 2 - ELEV = 101.00
TOP OF BOLT ON SECOND CATCH BASIN NORTH OF SAWMILL ROAD, BOLT 1 ON SOUTHWEST CORNER OF CONCRETE PAD.

PRELIMINARY

L. 1/20/14	LARRY WEBB METTING	E.B.
MC. DATE	REVISION DESCRIPTION	DR/D

BluePlan
ENGINEERING

DRYDEN | DRUMHOVILL | LONDON | WINDSOR | KENTVILLE | BRANTFORD | GUELPH | MISSISSAUGA | TORONTO | MARKHAM | RICHMOND HILL | SCARBOROUGH | MISSISSAUGA | BRANTFORD | GUELPH | MISSISSAUGA | TORONTO | MARKHAM | RICHMOND HILL | SCARBOROUGH

**DODDS MUNICIPAL DRAIN,
BRANCH No. 1**

**MUNICIPALITY OF
CENTRAL HURON**

PLAN

DRAWN BY:	HYDROLOGY:	PROJECT NO.:	DATE:
J.A.	E.B.	14-001	2014
DESIGNED BY:	DATE:	SCALE:	AS NOTED
E.B.	SEPT 2017		

1



THE TOWNSHIP OF
GREATER MADAWASKA

Council Resolution Form

Date: 18 Nov 2019 No: Resolution No.261-19
Moved By: Councillor Rigelhof Seconded by Disposition: CARRIED.
Councillor MacPherson
Item No: 9.11.1

Description: Support for ministers to allow for electronic delegation

RESOLUTION:

WHEREAS Council has discussed lobbying the provincial ministers to allow for electronic delegation;

AND WHEREAS Council feel that it is unjust to have to attend expensive conferences to be able to have a delegation with Ministers or the Premier;

AND THEREFORE, Council requests that the Ministers and the Premier offer electronic delegations to small and rural Municipalities that do not have sufficient budget to attend conferences;

FURTHERMORE, that this resolution be sent to all Ontario Municipalities to request their support and sent to the Premier and all the Ministries for their consideration.

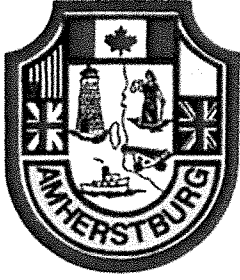
Recorded Vote Requested by:


MAYOR

	Yea	Nay
B. Hunt	_____	_____
L. Perrier	_____	_____
C. Rigelhof	_____	_____
J. Frost	_____	_____
G. MacPherson	_____	_____

Declaration of Pecuniary Interest:

.....
Disclosed his/her/their interest(s), vacated he/her/their seat(s),
abstained from discussion and did not vote



The Corporation of The Town of Amherstburg

November 25, 2019

VIA EMAIL

Honourable Jeff Yurek
Minister of the Environment, Conservation and Parks
College Park 5th Floor
777 Bay St.
Toronto, ON
M7A 2J3

Re: Declaration of Climate Emergency in the Town of Amherstburg

Dear Hon. Yurek,

At its meeting of November 12th, 2019, Amherstburg Town Council passed the following resolution as recommended by the Windsor-Essex County Environment Committee:

“WHEREAS the Windsor-Essex County Environment Committee is sounding the alarm and urging the City of Windsor and the County of Essex to declare Climate Emergencies and work together to reduce emissions; and,

WHEREAS more than 444 Canadian municipalities (including Chatham-Kent, London, Sarnia, Hamilton, St. Catharines, Guelph, Kingston, Kitchener and the Waterloo Region) have declared Climate Emergencies, some of which are also implementing strategic plans in order to help reduce global carbon emissions and mitigate the impacts of climate change; and,

WHEREAS Amherstburg distributed sandbags to residents this summer in the face of historic water levels and has 43.7 km of shoreline along the Detroit River and Lake Erie, along with 12.4 km of shoreline on inland waterways, and is thus greatly affected by water levels in the Great Lakes basin; and,

WHEREAS the most recent report by the UN Intergovernmental Panel on Climate Change (IPCC) has indicated that within 12 years, in order to keep the global average temperature increase to 1.5 degree C and maintain a climate compatible with human civilization, there must be a reduction in carbon emissions of about 45% from 2010 levels, reaching net zero carbon emissions by 2050; and,

WHEREAS based on current projections of the future impacts of human-caused climate change, climate change will adversely the local economy, local infrastructure and property, put a strain on municipal budgets and result in significant economic and health burdens for local residents, particularly our vulnerable populations; and,

WHEREAS climate change will jeopardize the health and survival of many local plant and animal species as well as their natural environments and ecosystems; and,

WHEREAS Amherstburg and the surrounding region is already experiencing climate change impacts including, but not limited to, overland flooding, heavy rain event flooding, emergence of invasive species, an increased number of high heat days, the rise of vector borne diseases, the re-emergence of blue-green algae and harmful algal blooms in our lakes and rivers; and,

WHEREAS municipalities are understood to produce and/or have regulatory jurisdiction over approximately 50% of carbon emissions in Canada; and,

WHEREAS Amherstburg is embarking on a review of the Town's Official Plan; and,

***WHEREAS** implementing climate action and making a transition to a low-carbon economy also represents a significant opportunity to stimulate economic growth, increase job opportunities and develop new technologies;*

***THEREFORE BE IT RESOLVED** that Amherstburg declare a Climate Emergency and direct administration to prepare a report containing recommendations for priority actions items, implementation measures and cost requirements to accelerate and urgently work towards the reduction of emissions and preparing for our climate future.”*

cc:

Doug Ford, Premier of Ontario
Association of Ontario Municipalities (AMO)
Essex Region Conservation Authority (ERCA)
Ontario Municipalities
Taras Natyshak, MPP, Essex
Chris Lewis, MP, Essex
Windsor-Essex County Environment Committee

Regards,



Tammy Fowkes
Deputy Clerk
tfowkes@amherstburg.ca

MUNICIPALITY OF HURON EAST

December 17th, 2019

MOTION

Moved by

Seconded by

THAT:

Council accept the recommendation from the Administration Committee that the Finance Manager be authorized to allocate the annual surplus/deficit of the building department functions to the Building Department Reserve, with the Reserve to have an overall limit of \$200,000.

MUNICIPALITY OF HURON EAST

December 17th, 2019

MOTION

Moved by

Seconded by

THAT:

Council accept the recommendation from the Administration Committee that the building permit fee schedule be reviewed at least once during each term of Council.



November 26, 2019

ROMA and OGRA Discuss Future Opportunities

Representatives of the Ontario Good Roads Association (OGRA) met with the Rural Ontario Municipal Association Board on November 15, 2019 to discuss how the two organizations can collaborate in the future.

Both groups agreed to look for opportunities to work together on shared policy priorities that will support and strengthen Ontario’s rural municipalities.

The discussion also covered the matter of joint conferences. It was agreed that it would make sense to revisit this conversation in the future, given current commitments of both ROMA and OGRA related to their individual conferences.

“We look forward to working with OGRA on ways to strengthen our collective advocacy,” said ROMA Chair Allan Thompson. “Ontario’s rural community faces a broad range of challenges and it is important to work with others to advance our goals. It’s also critical to keep the spotlight on rural issues and ensure the sector has a strong and effective voice.”

“The opportunity to have a constructive dialogue with ROMA reminded us that the strength of OGRA is directly linked with our ability to work with like-minded organizations like ROMA to advance the interests of our members,” OGRA President, Rick Kester. “We are excited to continue this discussion”.

Allan Thompson
ROMA Chair

Rick Kester
President, OGRA

Minutes of the Huron East/Seaforth Community Development Trust Meeting
Thursday, November 7, 2019

7 pm @ Post Office



To use the reserve funds to promote the health, safety, morale, and welfare of the rate payers of the former Town of Seaforth; and to promote Economic Development of the geographic area known as the former Town of Seaforth.

Trust members present: Christie Little, Joe Steffler, Bob Fisher, Neil Tam, Ellen Whelan, Ray Chartrand, Cathy Elliott

Others present: Property Manager Chance Coombs

1. The meeting was called to order in the boardroom by Chair Christie Little @ 7 p.m.
2. Deputation/Requests/Presentations/Correspondence – Dr. Christopher Cooper via Skype call re: quote for Post Office pathology report
 - During Post Office walkabout, major issues were noted, not all of which are expensive to fix
 - Pathology report will involve basement to attic measuring for floor plans, visual inspection, testing e.g. infrared for ingress of cold & wet and heat loss, photographs.
 - Resulting 50-100 page report will be in layman's language and will address each condition found (photo, remedy, proper materials and technique), analysis of severity of condition (extreme, moderate, address at your leisure).
 - Report will be a working document. Monthly, biannual and annual maintenance schedule will be provided.
 - Step by step instructions, material and technique information provided (Restoration Briefs)
 - Dr. Cooper will always be available to the trustee board for information and clarification.
 - Dr. Cooper currently has four senior interns from the U.K. willing to commit to do the exterior brickwork repair. Storm windows are needed and Dr. Cooper currently has interns working on windows. These interns aren't regional, they will travel wherever the work is.
3. Additions to Agenda & Approval of Agenda
 - Remembrance Day
 - Climate Change

Moved by Bob, seconded by Ellen for approval of agenda and additions to agenda. Carried.

4. Disclosure of Trustees' Pecuniary Interest - None

5. Accounts Payable – Financial Reports

- Total of \$2662.07 paid (October per diem not included)
- Christie reported that MCU 3 yr. cashable GIC is available for new money only.
- Christie reported that Jessica Lunshof will pay monthly rent until the end of December at her next trip to town.

Moved by Neil, seconded by Ray that the Accounts Payable of \$2662.07 be paid and the financial report be approved. Carried.

6. Property Manager's Report – Chance Coombs (see attached)

- Chance will discuss with Seaforth Plumbing and Heating payment of bill to install missing trap in Canada Post washroom as they did the sink installation.
- Cathy contacted Festival Hydro to confirm their contact information for the Post Office. Recent planned hydro outage was not communicated to the trust. No satisfaction received as they couldn't confirm contact information and weren't interested in current e-mail contact information.
- Cathy will purchase bulk paper towel for washrooms from Pete's Office Pro.
- Ray reported that the yellow paint on Post Office front steps needs to be repainted for safety of users.

Moved by Joe, seconded by Neil for approval of Property Manager's report. Carried.

7. In Camera – Property and Personnel

Moved by Ray, seconded by Bob that the Trust, pursuant to Section 239(2) of the Municipal Act, leave the regular meeting of the Trust at 7:51 pm to go In Camera. Carried.

Moved by Neil, seconded by Ellen that the Trust enter an In Camera session at 7:52 pm to discuss Property and Personnel. Carried.

Moved by Bob, seconded by Ellen that the Trust resume the regular meeting at 8:25 pm. Carried.

8. Huron East Health Centre Report – none

9. Minutes of October 3, 2019 meeting

Moved by Ray, seconded by Neil for approval of the minutes. Carried.

Business Arising from the Minutes

Post Office Pathology Quote from Dr. Christopher Cooper

- Joe felt that a second quote should be obtained from Thor Dingman.
Discussion about the extra benefits Dr. Cooper could bring to the project.

Moved by Neil, seconded by Ellen to accept Dr. Cooper's pathology report quote. Carried.

Code of Conduct - deferred

Remembrance Day

- Neil will carry the Trust's wreath for November 11 service.

Next Meeting Date

- Next meeting date is Thursday December 5, which is BIA's Ladies Night event. Trustees agreed to change meeting date to Wednesday December 4.

Snow Removal at Post Office (north entrances and sidewalk)

- Cathy obtained quotes from Sandra Melady and John Staffen. Sandra previously had the snow removal contract for Canada Post and the trust. John currently has the snow removal contract for Canada Post.
- Sandra Melady's quote - \$25 each time she removes snow.
- John Staffen's quote - \$1680 + HST for the 2019-2020 winter season.
- Discussion about the necessity of contractor carrying WSIB and liability coverage.

Moved by Ray, seconded by Neil to continue with Sandra Melady providing she can supply proof of WSIB and liability coverage. If Sandra does not have the required coverage, John Staffen will be awarded the contract. Carried.

- Cathy will contact Sandra Melady.

Climate Change –

- Susan Hundermarkt and Connie Trotter presented to council information about the need in Seaforth for charging stations for electric vehicles.
- Level 2 charging station costs \$5000 and takes 4 hours to charge a vehicle. Level 3 charging station costs \$50,000 and takes 30 minutes to charge a vehicle. Users would pay for the electric charging of their vehicles.
- Ray recommended that two Level 2 charging stations should be considered. Neil felt charging stations would be good for Seaforth.
- Ellen reported that Bayfield has 2 charging stations behind the library. Most charging stations were installed when grant monies were available and some are now being removed. A charging station in Goderich is well used because a museum employee drives an electric vehicle and charges it while at work.
- Susan and Connie will be invited to make a presentation at the January 9, 2020 meeting.

Other -

- Joe asked if there was a Christmas window decorating competition. Bob informed him that there had been one for several years, that it has had excellent participation and the BIA provides a monetary prize to the winner.
- Neil shared pictures and information about a November 1st event he attended in Stratford. People brought their Hallowe'en pumpkins to the town hall where they were illuminated during a community social time. It was extremely well attended. Perhaps a similar event could be considered in Seaforth.

Motion for adjournment at 9:00 pm by Ray, seconded by Neil. Carried.

Next meeting – Wednesday December 4, 2019 @ 7:00 pm.

Chair Christie Little _____

PROPERTY MANAGER'S REPORT

Post Office

Received request from acting Postmaster to repair their toilet again. Broken handle. Repaired handle & replaced seal.

Placed a cube heater in physician's apt. and left a note as hadn't started boiler yet (waiting on service tech)

Tenant asked to repair door knob on second floor washroom. Repaired.

Called Boilersmith for service on boiler. Done

Also needed TSSA Inspection on boiler as our Certificate was expired. Done.

Report was emailed to me with a Certificate to follow.

Monitoring the boiler start up for a couple weeks - bled all the radiators and finally got water pressure & temp to the sweet spot but then with the scheduled hydro outage (which I knew nothing about??), I had to start all over again on Sunday.

Innovative Security called me at 7:30 that morning – Primary Power failure.

Same day the cleaning lady said a puddle on floor in new kitchen in Post office. I investigated and found it was coming from fridge. (Hydro outage!) Defrosted.

Continued working on door bells as I was advised a wireless wouldn't work that well in the cold and I would always be changing the C batteries.(Costly)

I have the back door unit working now.

Post office employees requested to investigate bad smell that happens first thing in morning.

Checked out all I could (second floor washroom that was capped off), basement, traps etc.

Called Seaforth Plumbing and Heating and they weren't available in the morning, so I called McGrath. Repaired. Will explain at meeting.

Added salt to brine tank for softener.

Cleaned out dehumidifier in basement.

Continue to supply custodian with needed supplies.

Continuing to clean up garbage, etc in Parkette.

Checking in regularly with Post office employees. (issues?)

All good!

L.H.I.N.

Checking in regularly with employees. (issues?)

All good!

P.M. Chance Coombs

**Municipality of Huron East – Waste Management Committee
Walton Landfill Committee Meeting –Tuesday, November 12th, 2019, 7:00 p.m.
Huron East Committee Room**

Members Present: Councillors Brenda Dalton and Dianne Diehl

Members Absent: nil

Staff Present: CAO/Clerk Brad Knight (Secretary)
Landfill Attendants Dave Perrie and Armand Roth

The minutes of the February 1, 2019 meeting were reviewed. The Secretary noted that a MOE Order from the November 16th, 2018 landfill inspection contained 6 work orders which had all been complied with, including staff training in emergency spill response and the proper use of fire extinguishers. It was also noted that the Committee had discussed the possible purchase of the compactor from the Mid-Huron Landfill Site which had recently ceased landfilling operations.

1. 2018 Annual Report

The Secretary reviewed the 2018 annual report with the Committee. It was noted that the consultant indicated the groundwater quality at the site was similar to previous years. He also noted that the replacement leachate well MW 19 was showing significantly lower concentrations of leachate-related contaminants in comparison to the previous well (MW 18) which had been accidentally destroyed. It was noted that the results from MW 18 were still be used for background readings.

The Consultant advised that the 2018 landfilling rate was similar to previous years and the estimated life of the landfill site was 19 year or closure at the end of 2037. The Committee noted that the Mid-Huron site was still in operation during 2018 and Committee members expressed concern that the volumes of waste had increased with additional wastes from the Seaforth and Tuckersmith wards since the closure of Mid-Huron

The Secretary noted that the consultant had expressed concern with the volume of tires at the site. The Secretary advised the Committee he had been unable to make arrangements to move the tires through a licensed hauling company, but tires would have to be moved in 2020.

2. Year-to-Date Budget

The Secretary reviewed the ytd budget with the Committee. It was noted that the compactor had been purchased from the Mid-Huron Landfill Committee for approximately \$18,000. The Secretary advised that the Municipality had the opportunity to match the offer from a company (Marcel Equipment) that deals in compactors, including the refurbishment of used equipment. He indicated that approximately \$28,000 in repairs had been put into the unit, but staff felt they had made an investment that would extend the life of the landfill site and the unit could likely be sold in its current condition and recover costs. It was noted that Huron East staff were operating the unit and were responsible for covering the waste eliminating the need for a contractor to do the work.

It was noted that the 2019 budget had increased the tax levy by \$5,000 to \$115,000 and had projected a \$6,300 withdrawal from reserves. The Secretary advised the Committee that \$10,000 had been budgeted for the compactor, and with the cost of the unit being close to \$46,000, the difference would have to be withdrawn from reserves.

3. Co-Collection Options

The Secretary reviewed his report on changes being proposed by Bluewater Recycling to the current manual co-collection system. The Secretary advised that Bluewater Recycling was phasing out its manual co-collection system (blue box) and replacing it with an automated wheelie-bin system. It was noted that Bluewater had started to implement automated collection in 2008 and was phasing out its manual collection trucks with trucks designed to pick up from two separate wheelie bins containing wastes and recyclables. The Secretary indicated that it was anticipated that the manual co-collection option would be phased out in 2021 but that Bluewater was encouraging an earlier conversion. He noted that the current co-collection costs based on original costing of a manual system were approximately \$69 per household compared to a projected automated cost of close to \$113 per household. He noted the following changes to the waste management budget for Grey/McKillop would have to be considered for 2020

	<u>2019</u>	<u>2020</u>
Co-collection costs (1202 hhlds)	\$82,500	\$135,500
Bag Tags	<u>17,000</u>	<u>---</u>
Net Tax Levy	\$65,500	\$135,500

The Secretary noted that the wheelie bin system would eliminate the bag tag system and that most of the municipalities providing the service recovered their costs based on a flat rate charge per property based on the size of the waste container and he suggested that the rates of Perth East/Oil Springs were a reasonable comparison and would recover most of the costs of providing the service

<u>35 gallon</u>	<u>65 gallon</u>	<u>95 gallon</u>
\$110	\$185	\$270

It was noted that the amount currently collected from the entire tax base from Grey/McKillop was \$65,500 and that rather than a flat rate charge on residential properties, that the \$135,500 could be recovered from the residential assessment only for these wards and that if any property owners wished to have a bin larger than the standard 35 gallon bin that a flat rate surcharge could be applied to their tax bill

The Committee noted that the convenience of having wastes picked up without a bag tag charge may increase the volumes. The Secretary suggested that the number of days the landfill site was open could be reduced during the summer months from every Saturday during June to August to the Saturday after the Bluewater collection. The Committee acknowledged that the need for individuals to go the landfill site with small amounts of household waste should decrease as it is being picked up curbside. The Committee also noted that reducing the number of days the landfill site was open would also limit the amount of fill being used at the landfill site

The Secretary advised that if direction was given to Bluewater, information flyers to property owners would be issued in December for a start-up date in May of 2020. The Committee concurred with the following recommendations from the Secretary

→ that Grey/McKillop Wards, being original members of the Bluewater Recycling Association, would accept the offer to move the Grey/McKillop Wards from manual bi-weekly co-collection to automated co-collection at a rate of \$112.74 per household in 2020 at a time established by the Association.

→ that the Committee would establish the following rates for waste collection based on container size and that the base fee of \$110 per residential unit be recovered as a tax levy on the residential assessment in Grey and McKillop

<u>35 gallon</u>	<u>65 gallon</u>	<u>95 gallon</u>
\$110	\$185	\$270

→ that commencing in 2020 the Walton Landfill Site will be open on the Saturday following the Bluewater Recycling collection only for a total of 26 Saturdays per year

4. Other Business

4.1 The Secretary suggested that the Committee should instruct the consultant to review options to place scales and possibly transfer bins in the unused pit area to the east of the licensed landfill area. The Committee agreed that the consultant should investigate and propose options for consideration by the Committee – it was noted that it would likely be imperative to consider options that would allow access to both sides of the property internally rather from multiple entrances on the County Road

4.2 The Secretary advised that current disposal fee at the Mid-Huron transfer station was \$175/tonne while the current Walton rate was \$90/tonne. The Committee acknowledged that the Mid-Huron site, with transfer bins only, was trying to discourage large volumes of waste coming in from private contractors but the Committee noted that this rate would also apply to individuals from the Seaforth/Tuckersmith wards going to Mid-Huron. The Committee expressed concerns with increased volumes of wastes coming in from Seaforth/Tuckersmith and advised the attendants that they apply the \$175/tonne rate to any wastes they were aware of that were coming in from Seaforth/Tuckersmith as the individual would be required to pay \$175/tonne if they went to their designated landfill site

The meeting adjourned at 8:15 p.m.

Brad Knight, CAO/Clerk

**Huron East Water & Sewer Committee
Meeting Minutes
Huron East Town Hall – Committee Room
Tuesday November 12th, 2019 at 5:00 p.m.**

Members in Attendance: Mayor Bernie MacLellan, Councillors Raymond Chartrand, Joe Steffler and Larry McGrath

Members Absent: Councillor John Lowe

Staff Present: CAO/Clerk, Brad Knight
Public Works Coordinator, Barry Mills

Others Present: Jacobs Project Manager Lucas Egli
Deputy-Mayor Bob Fisher

1. **Call to Order** – Mayor MacLellan called the meeting to order at 5:00 pm
2. **Disclosure of Pecuniary Interest** – none disclosed
3. **Delegations** - none
4. **Meeting Minutes**

Carried
5. **Correspondence** - none
6. **Safety Issues** – none
7. **Water & Sewage Systems**

Jacobs – Monthly Operating Reports – June to September 2019

Jacobs Project Manager Lucas Egli presented the monthly operations reports to the Committee with the following being noted;

- MOE inspection of the Vanastra water system had indicated one item of non-compliance but it was relatively minor – a chlorine pump had been changed and Jacobs had sent the notice into the MOE but the notice is required to be sent in before the equipment change is made
- Jacobs staff had completed NFPA 70-E training (arc flash) and with this training, staff were now able to legally do panel button re-sets
- CT Environmental had cleaned out the wet wells at the Brussels and Seaforth sewage works – it was noted that the Seaforth wet wells were relatively clean, but the Brussels wells were full of grease/garbage
- The water level at the Seaforth water tower had been lowered for two days to allow some touch up painting that was completed under warranty

Moved by Ray Chartrand and seconded by Larry McGrath that the June to September operational reports from Jacobs Engineering be accepted as presented. **Carried**

Monthly System Report (July to September)

The Public Works Coordinator presented the monthly systems report for the months of July to September with the following being noted

Water Main Breaks – Sanitary Sewage By-Passes – The Public Works Coordinator noted that there had not been any sewage by-passes since the last meeting but there had been 2 water main breaks:

- September 3rd – 80 Mill Road near the County Road culvert, Brucefield
- October 15th – 800 Sports Drive, south of hydrant, Brussels

County Road 12/Kippen Road Reconstruction - The Public Works Coordinator advised the Committee that the installation of the sanitary sewer in Kippen Road was complete and testing of the system would commence shortly – he noted that emergency connections to the system would be allowed but other connections would be delayed until 2020 to allow the contractor to substantially complete the project. He noted that the balance of the sidewalks on Kippen Road were scheduled for November 8th and curbing on Thompson Street the week of November 18th, weather permitting. He noted that most of the landscaping would be levelled but would not be completed until next spring.

Reservoir Cleaning/Hydrant Flushing – the Committee were advised that the Brussels and Vanastra reservoirs were scheduled to be drained and cleaned this fall – Brussels is scheduled for November 6th, Vanastra is scheduled for November 14th. The Public Works Coordinator advised that hydrant flushing had been completed in Brussels, Vanastra and Brucefield and Seaforth/Egmondville would be completed by November 15th

Sodium and Fluoride Levels – the Public Works Coordinator noted that the Committee had requested copies of correspondence from the Health Unit and the standard notice to the public when high sodium/fluoride levels were detected. It was noted that Provincial legislation requires communal drinking water systems to be tested every 5 years for sodium and fluoride levels and that if levels are above specified Provincial standards, the Health Unit suggests information should be issued to users of the system on a yearly basis. The Public Works Coordinator noted that he had provided the Committee with an October 28th, 2018 letter from the Health Unit for the Brussels system showing fluoride at between 2.02 mg/L and 2.11 mg/L while the acceptable standard was 1.5 mg/L and an April 25th, 2019 letter for Seaforth showing fluoride at 1.79 mg/L and sodium at 49.8 mg/L (general guide for sodium is 20 mg/L. He also noted that he had provided the Committee with the standard notice of water quality information provided by the Health Unit

Vanastra Sewage Plant - Clarifier Repairs – The Public Works Coordinator noted that the clarifier tank was drained and is currently not operational. He advised that the main bushing in the centre drum had failed, the tank had dropped and sheared off 3 internal pipes in the tank. Jacobs staff is currently assessing the condition of the unit and are preparing plans/budget for repairs. Jacobs Project Manager

Lucas Egli noted that with the clarifier off line, waste sludge has to be pumped manually from the aeration process to the digester

Moved by Joe Steffler and seconded by Ray Chartrand that the Huron East Systems report from July to September, 2019 from the Public Works Coordinator be accepted as presented. **Carried**

8. **Financial Reports** - none

9. **Other Business**

9.1 2019 DWQMS Management Review – The Public Works Coordinator presented a summary of the DWQMS 2019 review with the following being noted:

Incidents of Regulatory Non-Compliance – MOE had completed inspections of all 4 systems with the following ratings being achieved

- Brussels – no non-compliance issues, system rating of 100%
- Seaforth – no non-compliance issues, system rating of 100%
- Brucefield – on-site inspection completed on September 27th, 2019, results are not yet available
- Vanastra – one issue of non-compliance (document to replace chlorine pump was filled out after replacement and not before, system rating of 98.64%)

Water main breaks in each system:

- Brussels (3), Seaforth (3), Vanastra (2) Brucefield (1)

Moved by Larry McGrath and seconded by Joe Steffler that the 2019 DWQMS Management Review be accepted as presented. **Carried**

9.2 Investing in Canada Infrastructure Program (Green Steam) – The CAO presented a report outlining the criteria for the first intake of the program. It was noted that it was a competitive based application but funding caps applied to each specific municipality with the Huron East limit being \$2,725,860. It was noted that the objectives of the program included increasing capacity to treat and/or manage wastewater/storm water and to increase access to potable water. It was noted that aspects of a project to address threats to public health and/or safety and/or environmental protection would be assessed, but the CAO noted that it was important for the Committee to be aware of what the program would not consider which included projects to extend wastewater services into partially-serviced areas. The Public Works Coordinator noted that the Brussels filtration building/UV upgrades may meet the criteria and the Committee was of consensus that this project was the most logical submission to the program. Submissions are due on January 22nd, 2019 and staff will prepare the application for consideration by Council.

9.2.3 Tribute Resources Building – The CAO advised that when the title of the Vanastra water reservoir property had been transferred from the Province to the Municipality, the Province had been leasing a small building on the property to Tribute Resources for a booster station for their natural gas line. The lease had been assigned to the Municipality retroactive to the property transfer which resulted in the annual lease of \$ 2,625 being assumed the Municipality. The CAO advised that a payment of \$7,310 had been received and the 2019 lease of \$2,625 was due on December 1st, 2019

10. **Adjournment**

Moved by Ray Chartrand and seconded by Joe Steffler that the time now being 5:45 p.m. that the meeting do now adjourn until the next regular meeting or at the call of the Chair. **Carried.**

Bernie MacLellan, Chair

Brad Knight, Secretary

13-24-5

**MUNICIPALITY OF HURON EAST
ADMINISTRATION COMMITTEE - MEETING MINUTES**

**Huron East Town Hall – Committee Room
Tuesday, November 19th, 2019 at 6:00 p.m.**

Members Present: Mayor Bernie MacLellan, Deputy Mayor Robert Fisher,
Councillors Alvin McLellan, Larry McGrath and Raymond Chartrand

Members Absent: nil

Staff Present: CAO/Clerk Brad Knight, Public Works Coordinator Barry Mills and
Chief Building Official Brad Dietrich

Others Present: Councillors Dianne Diehl, John Lowe and Zoey Onn

1. Call to Order

Chair Alvin McLellan called the meeting to order at 6:00 p.m.

2. Adopt Agenda

Moved by Ray Chartrand and seconded by Bernie MacLellan that the agenda be adopted with the following amendment:

- Report from CAO/Clerk regarding the Municipal Modernization Program – Intake 1.

Carried

3. Declaration of Pecuniary Interests – None declared

4. Meeting Minutes

Moved by Bob Fisher and seconded by Ray Chartrand that the minutes of the Administration Committee meeting held on September 24th, 2019, 2019 be approved as circulated. **Carried**

5. Huron County Download of Plumbing and Septic Program

The CAO presented his report concerning the downloading of the Plumbing and Septic Program by the County to the lower tiers. It was noted that process for plumbing and septic permits required under the Building Code had been a function of the Huron County Health Unit, but with the merger of the Huron County and Perth County Health Units, the County of Huron had proposed to discontinue the service and the County had received the triple majority approval of the lower tiers to download this requirement back to the lower tiers and a motion had been passed at County Council on November 6th, 2019 to download the responsibility on December 31st, 2019.

The CAO noted that neither Huron East or Central Huron currently had staff that were certified as building inspectors for plumbing under the Building Code and that he and the CBO had met with Central Huron staff to discuss options and it was being recommended that both municipalities advertise for an additional building inspector, with preference to certification in

plumbing and on-site sewage systems and that two municipalities enter into an agreement to share the services of an additional inspector

Moved by Bernie MacLellan and seconded by Ray Chartrand that the CAO in conjunction with the Municipality of Central Huron, be authorized to advertise for a building inspector. **Carried.**

The CAO presented a second report noting that the building permit fee schedule would have to be amended to incorporate fees for plumbing and septic inspections. He further advised that under Section 7 of the Building Code Act and Ontario Regulation 332/12, Council was required to give at least 21 days notice of the proposed changes and that a public meeting must be held to consider the changes. The CAO noted that the Huron East fee schedule had last been reviewed in 2012 and that in a recent survey of fees completed by Central Huron, Huron East fees for building permits were among the lowest in the County. The CAO suggested that Council take the opportunity to update the fee schedule and he reviewed a number of proposed changes that had been proposed by the CBO. It was also suggested that Council may wish to incorporate the current Huron County fee schedule for plumbing and septic permits until there was a better understanding of the additional work load. He noted the earliest that Council could have the public meeting was December 17th, 2019.

The Committee reviewed the proposed changes to the fee schedule and suggested a couple of minor amendments. It was noted that the updated fee schedule was a work in progress which would be reviewed in detail at the December 17th meeting.

The Committee noted that costs of the building function could likely be increased if more consideration was given to accounting for office space used and other administrative costs but there was general consensus to allocate the annual surplus/deficit to the building department reserve. Several committee members suggested that the building permit fee schedule should be reviewed on a more frequent basis

Moved by Bernie MacLellan and seconded by Ray Chartrand that the Committee recommend to Council that the building permit fee structure of Building By-Law 2-2007 be updated after a public meeting has been held providing notice of the proposed changes. **Carried**

Moved by Bernie MacLellan and seconded by Ray Chartrand that the Committee recommend to Council that the Finance Manager be authorized to allocate the annual surplus/deficit of the building department functions to the Building Department Reserve, with the Reserve to have an overall limit of \$200,000. **Carried**

Moved by Bob Fisher and seconded by Larry McGrath that the Committee recommends to Council that the building permit fee schedule be reviewed at least once during each term of Council. **Carried**

6. Miscellaneous

- i. **ROMA Delegation Request** – The CAO inquired of Council if Council should make a delegation request to ROMA to speak to the Minister of Infrastructure seeking support for the BMG Recreation renovation project. The CAO noted that requests had to be submitted by December 2nd, 2019. The Committee gave direction to submit a delegation request.
- ii. **Martin Property (Brussels)** – The CAO advised the Committee that the geotechnical work on the property recently purchased by the Municipality was scheduled for the last week of November. He also noted the consulting engineer and OLS Doug Culbert has suggested that

because the 5 acre parcel was originally a block in a Plan of Subdivision that it could be subdivided without detailed planning assistance at this time through part lot control. He noted that once the geotechnical work was completed, Huron East staff would review options with the engineer and Mr. Culbert

- iii. **Notice of No Trespass** – It was acknowledged that the majority of Councillors had received a Notice of No Trespass from a McKillop ward property owner. The Notice also made reference to zoning mapping applicable to individual properties. The Committee noted that the zoning by-law was a function of Council and not individual councillors
- iv. **Municipal Modernization Program – Intake 1** – The CAO reviewed the criteria of the recently released Municipal Modernization Fund, but noted the deadline to submit applications was December 6th, 2019 and that the only projects to be funded were 3rd party reviews of municipal service delivery expenditures. He suggested the tight application deadlines and limited scope of eligible expenditures did not justify the commitment of resources to a grant application at this time

Moved by Ray Chartrand and seconded by Bob Fisher that the Administration Committee acknowledges receipt of the Municipal Modernization Fund – Intake 1, but given the limited timelines and eligible expenditures, concur with the recommendation of the CAO to give consideration to an application to the Fund under future intakes. **Carried**

7. Adjournment

Moved by Larry McGrath and seconded by Ray Chartrand that the time now being 7:00 p.m. that the meeting do now adjourn until the next regular meeting at the call of the Chair. **Carried.**

Chair, Alvin McLellan

CAO/Clerk, Brad Knight

**MUNICIPALITY OF HURON EAST
PERSONNEL COMMITTEE MEETING
Huron East Committee Room
Wednesday, November 27th, 2019, 7:00 p.m.**

Members Present: Mayor Bernie MacLellan, Deputy Mayor Bob Fisher,
Councillors Dianne Diehl and Ray Chartrand

Members Absent: Councillor John Lowe

Staff Present: Brad Knight, CAO/Clerk

Others Present: None

1. Call to Order

Chair Ray Chartrand called the meeting to order at 7:00 p.m.

2. Adopt Agenda

Moved by Bob Fisher and seconded by Diane Diehl that the agenda be adopted as circulated. **Carried.**

3. Declaration of pecuniary interests and general nature thereof – none declared

4. Adoption of Meeting Minutes

Moved by Bernie MacLellan and seconded by Bob Fisher that the Personnel Committee meeting minutes of September 30th and October 3rd, 2019 be adopted as circulated. **Carried**

5. New Employees and Changes to Employee Handbook

The CAO advised the Committee that he along with the Public Works Coordinator and two Patrol Foreman had interviewed 6 candidates for the two vacant road employee positions and he advised that Nathan Marone (Winthrop area) had been hired as full-time employee and that Rene Poels had been hired as a full-time seasonal employee until next spring with a further evaluation at that time.

The CAO advised the Committee that had been brought to his attention that the wording in Sections E3 and E6 of the employee handbook was somewhat ambiguous in that it stated that all permanent full-time employees were eligible for group insurance benefits under the Municipal group insurance plan. It was noted that the Municipality had two full-time employees that were over the age of 65, but the Equitable Life plan terminated the benefits at age 65.

The Committee discussed if benefits should be available to employees over the age of 65 and if it was discriminatory to deny such an employee benefits. The CAO noted that at a recent meeting of the Huron/Perth municipalities that were involved in the group plan, that this issue had been discussed and none of the participating municipalities were currently offering this benefit, although some were giving it consideration. He noted that the group had agreed that

individual municipalities could chose to offer the benefit and simply pay the additional premiums.

The Committee agreed that it was an option that could be considered in the future, but that the wording in the Employee Booklet should be updated to reference the wording in the existing approved plan.

Moved by Bernie MacLellan and seconded by Dianne Diehl that the Personnel Committee amend Sections E3 and E6 of the Employee Handbook to indicate that group insurance and health care benefits *expires at age 65 in accordance with existing policy in the current approved plan from Equitable Life.* **Carried**

6. Closed Session (Section 239 of the Municipal Act, 2001)

Moved by Bob Fisher and seconded by Dianne Diehl that pursuant to Section 239 (2) (b) of the Municipal Act, that the Personnel Committee go into closed session at 7:11 pm to discuss the following:

- a) Adopt minutes of September 30th, 2019 and October 3rd, 2019 closed meetings
- b) 239 (2)(b) – personal matters about an identifiable person (Employee specific grid placements)

and that the CAO remain for the Closed Session.

Carried.

Moved by Dianne Diehl and seconded by Bernie MacLellan that the Personnel Committee reconvene in open session at 7:18 pm. **Carried**

Moved by Bernie MacLellan and seconded by Dianne Diehl that the Personnel Committee recommend to Council that staff in Grade 16 and higher on the Huron East payroll grid that did not receive grade level increase as part of the 2018 market check adjustment, be given an increase of one grade level to complete the 2018 market check process, with the increase being effective January 1st, 2020. **Carried**

Moved by Bernie MacLellan and seconded by Dianne Diehl that the Personnel Committee recommend to Council that the Huron East payroll grid be increased by an additional 1% over the October 2019 CPI of 1.7% as a 2020 market check adjustment. **Carried**

It was also noted that the Municipality would conduct a 2020 market check of surrounding municipalities by mid-2020, similar to the process conducted in 2017

7. Adjournment

Moved by Dianne Diehl and seconded by Bob Fisher that the time now being 7:20 pm that the meeting do not adjourn until the next meeting at the call of the Chair. **Carried**

I

Chair, Ray Chartrand

CAO/Clerk, Brad Knight

MINUTES

13-24-7

SEAFORTH AREA FIRE BOARD MEETING
HELD AT THE SEAFORTH FIRE HALL
WEDNESDAY, NOVEMBER 27, 2019 AT 7:30 P.M.

MEMBERS PRESENT: Municipality of Huron East – Joe Steffler
Municipality of Huron East – Bob Fisher
Municipality of West Perth – Walter McKenzie

MEMBERS ABSENT: nil

OTHERS PRESENT: nil

STAFF PRESENT: District Fire Chief Tom Phillips
District Deputy Chief Doug Anstett
Captain Richard Verberne
Captain James Wilbee
Huron East Fire Chief/CEMC Marty Bedard

STAFF ABSENT: nil

1. **Call to Order**
The meeting was called to order at 7:35 pm by Chairperson Joe Steffler.
2. **Conflict of Interest**
No items of conflict of interest were declared.
3. **Minutes of Previous Meeting**
Moved by Walter McKenzie and seconded by Bob Fisher:
That the minutes of the May 29, 2019 meeting be adopted as circulated.
Carried.
4. **Business Arising from Minutes**
None
5. **Old Business**
None
6. **New Business**
None
7. **Correspondence**
None
8. **District Fire Chief's Report**
The attached District Fire Chief's Report was reviewed by the Board.
Moved by Bob Fisher and seconded by Walter McKenzie
That the Seaforth Fire Area Board receives the District Fire Chief's
attached report. Carried.

9. **Financial Report**

The Board reviewed the attached Financial Statement for the period of January 1 to November 20, 2019.

Moved by Bob Fisher and seconded by Walter McKenzie:
That the 2019 Financial Report to November 20, 2019 be approved as submitted.
Carried.

10. **Other Business**

Deputy Mayor Bob Fisher asked if it was difficult to keep a full compliment of firefighters. District Chief Phillips replied stating so far we have been fortunate and currently have approximately 12 resumes on file of interested people.

11. **Adjournment**

Moved by Walter McKenzie and seconded by Bob Fisher:
That the Seaforth Area Fire Board adjourns at 9:20 p.m. until the next meeting at the call of the Chair. Carried.

Chair, Joe Steffler



Secretary, Marty Bedard

District Fire Chief's Report
November 27, 2019
Tom Phillips D.C. Station #3 Seaforth

1. **Fire Calls:**
 - June 30 to November 14, 2019
 - Total 27 calls for this period
 - Review calls to date

2. **Practices:**
 - Total practices for the year have been completed as of Nov. 19/19
 - Copy of the 2019 practices included
 - Essentials of Firefighting (IFSTA Manual #7) the material is still being followed at all practices plus sign offs
 - The above training is being completed by all firefighters
 - Captain Wilbee (facilitator) in charge of above training plus the other officers and Chief
 - Special practices have also taken place during 2019

3. **Vehicle Maintenance:**
 - Tanker 6 Annual Safety – Aug. 2019
 - Aerial 8 Annual Safety – July 2019
 - Rescue 7 Annual Safety – July 2019
 - Tanker 5 – Siren (C-Con Model #3672) replaced
 - Engine 1 – Air Conditioning leak checked, 2 defective master gauges replaced and 1 defective 2.5 pressure gauge replaced – August 23, 2019
 - Engine 1 – Air Conditioning leak – overhead inside of chassis repaired by Hammond Air Conditioning. Damage to exhaust pipe repaired and replaced damaged rub rail on passenger side – May 2019 by ResQTech
 - Aerial 8 (Kelly Auto) – replaced leaking heater hose, install protective shield, replace coolant, cut out and replaced rotten exhaust flex pipe and installed new flex pipe – bands and clamps
 - Rescue 7 (Kelly Auto) – Make up bracket and air fitting adapter to supply air system with shop air when not in service
 - Engine 1 – coolant leak – remove and replace leaking engine water pump, wash and clean pulleys as needed, replace coolant – warm up and check
 - Carrier Centres – repair as needed after pump test – Engine 1, Pumper 2 and Aerial 8 – Dec. 2018
 - Tanker 5 and Pumper 2 Annual Safety in December 2019

4. **Equipment Maintenance:**
 - SCBA fill station – air quality completed by Maxxam Analytics in June 2019, next scheduled test for Dec. 2019
 - General maintenance on SCBA's plus masks and batteries completed in house

- Ongoing repairs to pagers and charging racks – plus replacements
- Bunker Gear cleaning and repairs to be completed by Sani Gear Inc. of Kitchener.
- TNT Extrication Tools - annual maintenance and cleaning to be completed this year.
- Huronia in Goderich – will complete their annual servicing all the fire extinguishers in the hall and on the trucks (May 2020). They also completed the re-filling of our oxygen bottle this month.

5. **Firemen's Report**

- Mutual Aid meetings – last meeting held in Huron East – Brussels Station on Nov. 13, 2019
- Officers meeting held bi-monthly - when required
- Carbon Fibre tank replacement will continue in 2020 with the purchase of 4 new tanks – 2 by Fire Dept and 2 by Firefighters Association
- Bunker Gear replacement will continue in 2020 when required.
- Controlled burn applications continue to be very active
- Lambton Trade Show in Sarnia – end of January 2020
- Special Practices include an Elkhart Nozzle demo at the end of April 2019 put on by M&L Supply – Free for Seaforth Fire Dept and area firefighters
 - Explain Nozzle application, hose deployment and truck pressure
- Pump Course Sept. 2019 put on by ResQTech for Seaforth Firefighters learning to run the pumps
 - Explain Engine 1 primarily drafting from portable tanks – in house training
- Use of Farm House for practices as well as sign offs for firefighters training
- Seaforth Fire Dept continues with the replacement program of 2 new SCBA units per year.
- Seaforth Fire Dept has implemented a program to give each firefighter their own SCBA mask plus bag to keep them in.
 - Explain – 15 new masks – 10 very good 5 point masks
- Tour of new facilities completed – very informative and also helped with fire department planning
 - Dairy Barn – Just north of Town
 - Pig Barn – Just south of Town – on site approx. 1 million litres of water
- Tanker 5 – purchase of 2 suction hose trays
 - purchase of 2 – 6" suction hose installed on truck by firefighters
 - allows fire dept to draft from 2 portable tanks

6. **Building Maintenance:**

- Purchase and plant flowers at the front of the firehall
- Furnace repairs Nov. 2019 replace check valve on cold water feed
- Continue to monitor maintenance program included in the building inspection report
- Radio room and office upgrades – ceiling painted

- Painting outside south wall and front
- Boiler replacement when needed
- SCBA Fill Station replacement when needed
- Meeting room floor – getting prices plus new washroom
- Cement pad at front door
- Ceiling fan to be replaced on apparatus floor

7. **Inspection Report**

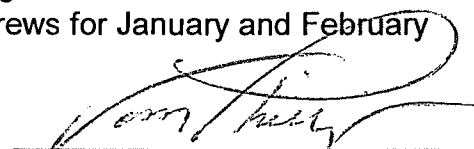
- Seaforth Community Hospital
- Seaforth Manor Nursing Home
- Seaforth Maplewood Manor
- Above locations included timed fire drills as per the Vulnerable Occupancy Legislation
- Community Living residence
- Dietz Farm Supply
- Additional inspections on request

8. **Report of Department Activities**

- Annual Fire Dept Breakfast held July 1st – another great breakfast with approximately 1,500 in attendance
- FFAO meeting in Paris attended by District Chief
- Muscular Dystrophy Boot Drive – Labour Day weekend
- Fall Fair Parade in September – trucks in parade
- Van Egmond Ciderfest – Rescue 7 plus Captain Wilbee
- Fire Prevention Week Oct. 7-11, 2019 – fire department assisted set up at RONA handing out smoke alarms
- Nov. 11 Seaforth Firefighters paraded with Branch 156 to the cenotaph for the Annual Remembrance Day – dedication of wreath and poppies
- Santa Claus Parade – Nov. 22 attended by Seaforth Firefighters – vehicles and float
- The highlight of the summer was the Stanley Cup Parade in July – starting at the Firehall and ending at the Arena

9. **Programs in Progress**

- Vehicle safeties – Tanker 5 and Pumper 2 in December 2019, Engine 1 in January 2020
- Annual Banquet for 2019 to be in January 2020 – date not yet determined
- Fire Department will continue training to NFPA Standards in 2020
- Officers practice with each of their crews for January and February 2020



T. Phillips
District Chief
November 27, 2019

2018-2019 INCIDENT CALL OUT REPORT - SEAFORTH FIRE

FIRE #	DATE	MUN.	TRUCK CHARGES	WAGES	OTHER CHARGES	McKillop	Seaforth	Tucker smith	Central Huron	Other	TYPE	NAME/ADDRESS
18-147-S76	Nov. 27/18	Seaforth		269.40			269.40				Alarm - dust	100 James St.
18-149-S77	Nov. 29/18	Seaforth		242.46			242.46				Alarm - resident pulled	100 James St.
18-150-S78	Dec. 7/18	McKillop	300.00	484.92		784.92					Medical	44280 Huron Rd.
18-151-S79	Dec. 14/18	Tuckersmith		323.28				323.28			Alarm - smoke from FP	42990 Front Rd.
18-152-S80	Dec. 19/18	Seaforth		457.98			457.98				Alarm - sprinkler comp.	13 Church St.
18-153-S81	Dec. 25/18	McKillop	300.00	350.22		650.22					Chimney - smoke	44680 Hydro Line Rd.
18-154-S82	Dec. 27/18	McKillop	300.00	457.98		757.98					Medical - lift assist	44050 Huron Rd.
18-155-S83	Dec. 30/18	West Perth	1,300.00	2,047.44						3,347.44	MA - House Fire	3908 Road 170
19-001-S01	Jan. 7/19	McKillop	300.00	414.15		714.15					Brush Fire - unattended	Hensall Rd at HL Road
19-002-S02	Jan. 17/19	Tuckersmith	300.00	303.71				603.71			Vehicle Fire	10 Front St. Egmond.
19-006-S03	Jan. 28/19	Seaforth	300.00	303.71			603.71				Auto Alarm	100 James St.
19-007-S04	Jan. 30/19	McKillop	300.00	386.54		686.54					Trailer Fire in Barn	43080 Hydro Line Rd.
19-008-S05	Jan. 31/19	McKillop	300.00	469.37		769.37					MVC	North Line at CC Rd.
19-009-S06	Feb. 1/19	Seaforth	300.00	248.49			548.49				Auto Alarm - cooking	100 James St.
19-010-S07	Feb. 4/19	Tuckersmith	300.00	331.32				631.32			Medical Assist	20 St. Patrick St.
19-012-S08	Feb. 8/19	Seaforth	300.00	358.93			658.93				Auto Alarm	100 James St.
19-013-S09	Feb. 8/19	McKillop	500.00	607.42		1,107.42					MVC - 4 vehicles	43674 Line 34
19-014-S10	Feb. 11/19	Tuckersmith	300.00	331.32				631.32			Auto Alarm - battery test	8 Stornoway Cres.
19-015-S11	Feb. 13/19	Seaforth		303.71			303.71				Auto Alarm	100 James St.
19-016-S12	Feb. 14/19	Seaforth		248.49			248.49				Auto Alarm	100 James St.
19-017-S13	Feb. 14/19	Seaforth		414.15			414.15				Auto Alarm	100 James St.
19-018-S14	Feb. 15/19	McKillop	300.00	276.10		576.10					Auto Alarm	100 James St.
19-019-S15	Feb. 22/19	Seaforth		248.49			248.49				MVC	North Line at Bridge Rd
19-020-S16	Feb. 23/19	West Perth	300.00	331.32						631.32	Auto Alarm - cooking	100 James St.
19-021-S17	Feb. 24/19	West Perth	300.00	469.37						769.37	Medical	7274 Line 19
19-023-S18	Feb. 27/19	Tuckersmith	300.00	524.59		824.59					Medical	7392 Line 24
19-024-S19	Mar. 4/19	South Huron	700.00	331.32						1,031.32	Medical - VSA	47 Water St.
19-027-S20	Mar. 17/19	Seaforth	300.00	303.71			603.71				Mutual Aid - Stand by in	Exeter
19-029-S21	Mar. 23/19	Tuckersmith	300.00	358.93				658.93			Gas Smell	6 Charlotte St.
19-031-S22	Mar. 28/19	Seaforth	300.00	441.76			741.76				Unauthorized Burn	43003 Tile Road
19-038-S23	Apr. 23/19	Seaforth	2,500.00	4,638.48			7,138.48				Auto Alarm	50 Market St.
19-040-S24	Apr. 24/19	McKillop	1,900.00	3,092.32		4,992.32					House Fire	38 John St.
S24A	Apr. 25/19	McKillop		165.66		165.66					Barn Fire/Explosion	81180 Maple Line
19-041-S25	Apr. 25/19	McKillop	300.00	358.93		658.93					Assist OFM Investigator	81180 Maple Line
19-042-S26	Apr. 25/19	Seaforth	300.00	496.98			796.98				Unauthorized Burn	43166 Hydro Line Rd.
19-043-S27	May 4/19	McKillop	300.00	441.76		741.76					Smoke Alarm Sounding	9 Goderich St.
19-044-S28	May 4/19	McKillop	300.00	414.15		714.15					Car Fire	Summerhill Road
19-046-S29	May 6/19	West Perth	300.00	552.20						852.20	MVC	80986 Beechwood Line
19-047-S30	May 11/19	Seaforth	300.00	414.15			714.15				Bushes on Fire	7261 Line 24
19-048-S31	May 12/19	West Perth	700.00	1,049.18						1,749.18	Car Fire	164 Main St. S
19-049-S32	May 13/19	McKillop	300.00	524.59		824.59					Mutual Aid - House Fire	7013 Line 24
19-051-S33	May 15/19	Seaforth		303.71			303.71				Medical - unresponsive	81025 Roxboro Line
19-052-S34	May 17/19	Central Huron	900.00	745.47							Auto Alarm - cancelled	100 James St.
19-054-S35	May 21/17	Seaforth		276.10			276.10			1,645.47	Mutual Aid - House Fire	39605 Londesboro Rd.
19-057-S36	June 4/19	West Perth	300.00	441.76						741.76	Auto Alarm - cancelled	100 James St.
19-060-S37	June 8/19	West Perth	300.00	358.93						658.93	Medical	7392 Line 24
19-066-S38	June 28/19	Seaforth	300.00	524.59			824.59				Medical	7300 Line 17
19-067-S39	June 30/19	McKillop		331.32		331.32					Medical - VSA	19 Market St.
											Medical - cancelled	43835 Hullett-McKillop



SEAFORTH FIRE AREA
Revenue and Expenditure Report
 As of November 30, 2019

	2018 YTD December	2019 November	2019 YTD November	2018 Budget	2019 Budget	\$ Variance	% Variance
SEAFORTH FIRE AREA							
SEAFORTH FIRE AREA							
Revenue							
Prior Year (Surplus)/Deficit							
1-210-110-2700 Fire - Seaforth - Prior Yr (Surplus)/D	(11,478)	0	(23,118)	(11,478)	(23,116)	(2)	0.0%
Total Prior Year (Surplus)/Deficit	(11,478)	0	(23,118)	(11,478)	(23,116)	(2)	0.0%
Taxation							
1-210-110-3028 Fire - Seaforth - Rev - Levy	(177,645)	(13,203)	(145,229)	(177,645)	(158,432)	13,203	8.3%
Total Taxation	(177,645)	(13,203)	(145,229)	(177,645)	(158,432)	13,203	8.3%
Federal							
1-210-110-3100 Fire - Seaforth - Rev - HST Rebate	(9,851)	0	0	(8,700)	(8,700)	8,700	100.0%
Total Federal	(9,851)	0	0	(8,700)	(8,700)	8,700	100.0%
Other Municipalities							
1-210-110-3300 Fire - Seaforth - Rev - Other Municip	(12,553)	0	(11,195)	(12,553)	(11,195)	0	0.0%
Total Other Municipalities	(12,553)	0	(11,195)	(12,553)	(11,195)	0	0.0%
Donations							
1-210-110-3505 Fire - Seaforth - Rev - Donations	(7,000)	0	(2,500)	(2,500)	(2,500)	0	0.0%
Total Donations	(7,000)	0	(2,500)	(2,500)	(2,500)	0	0.0%
User Fees							
1-210-110-3400 Fire - Seaforth - Rev - Service Reco	(84,409)	0	(3,846)	(65,000)	(80,000)	76,154	95.2%
1-210-110-3525 Fire - Seaforth - Rev - Rent - Solar	(1,200)	(100)	(1,100)	(1,200)	(1,200)	100	8.3%
Total User Fees	(85,609)	(100)	(4,946)	(66,200)	(81,200)	76,254	93.9%
Total Revenue	(304,136)	(13,303)	(186,988)	(279,076)	(285,143)	98,155	34.4%
Expenditures							



SEAFORTH FIRE AREA
Revenue and Expenditure Report
 As of November 30, 2019

	2018 YTD December	2019 November	2019 YTD November	2018 Budget	2019 Budget	\$ Variance	% Variance
Salaries & Benefits							
1-210-110-4000 Fire - Seaforth - Salaries & Wages	134,870	986	8,987	122,325	125,000	(116,013)	(92.8%)
1-210-110-4750 Fire - Seaforth - Employee Benefits	12,545	50	3,169	9,800	12,500	(9,331)	(74.6%)
Total Salaries & Benefits	147,415	1,036	12,156	132,125	137,500	(125,344)	(91.2%)
Operating							
1-210-110-5001 Fire - Seaforth - Travel, Expenses &	1,069	0	0	1,000	1,000	(1,000)	(100.0%)
1-210-110-5002 Fire - Seaforth - Training/Seminars/(1,381	891	2,581	5,000	5,000	(2,419)	(48.4%)
1-210-110-5003 Fire - Seaforth - Marketing & Promot	1,199	0	0	1,000	1,000	(1,000)	(100.0%)
1-210-110-5004 Fire - Seaforth - Telecommunication	2,327	62	1,695	2,800	2,500	(805)	(32.2%)
1-210-110-5005 Fire - Seaforth - Utilities	5,985	0	4,721	6,800	6,300	(1,579)	(25.1%)
1-210-110-5008 Fire - Seaforth - R & M - Bldg	2,053	174	2,454	6,000	6,000	(3,546)	(59.1%)
1-210-110-5009 Fire - Seaforth - R & M - Equipment	13,110	72	6,662	10,000	10,000	(3,338)	(33.4%)
1-210-110-5010 Fire - Seaforth - R & M - Vehicle	7,498	0	8,043	8,000	8,000	43	0.5%
1-210-110-5017 Fire - Seaforth - Office/Meeting Supl	382	0	178	500	500	(322)	(64.4%)
1-210-110-5019 Fire - Seaforth - Tools/Equipment	32,608	101	42,796	30,000	40,000	2,796	7.0%
1-210-110-5020 Fire - Seaforth - Fuel	4,153	0	2,518	3,200	4,000	(1,482)	(37.1%)
1-210-110-5021 Fire - Seaforth - Memberships/Dues,	430	0	127	300	400	(273)	(68.3%)
1-210-110-5035 Fire - Seaforth - Radio Licenses	594	0	594	650	650	(56)	(8.6%)
1-210-110-5301 Fire - Seaforth - Insurance	8,934	577	13,354	8,828	8,934	4,420	49.5%
1-210-110-5601 Fire - Seaforth - Rent-Equipment	6,979	581	6,394	6,975	6,975	(581)	(8.3%)
1-210-110-6000 Fire - Seaforth - Program Exp	1,269	0	1,644	2,000	1,500	144	9.6%
1-210-110-6006 Fire - Seaforth - Mutual Aid	1,596	0	1,215	1,800	1,500	(285)	(19.0%)
1-210-110-6007 Fire - Seaforth - Dispatch Costs	6,489	0	6,302	7,500	7,000	(698)	(10.0%)
1-210-110-6010 Fire - Seaforth - Uniform	195	127	127	500	500	(373)	(74.6%)



SEAFORTH FIRE AREA
Revenue and Expenditure Report
 As of November 30, 2019

	2018 YTD December	2019 November	2019 YTD November	2018 Budget	2019 Budget	\$ Variance	% Variance
1-210-110-7000 Fire - Seaforth - Charge from Admin	2,555	218	2,401	2,555	2,619	(218)	(8.3%)
1-210-110-7015 Fire - Seaforth - Chrg from HE Fire C	32,799	2,772	30,493	41,543	33,265	(2,772)	(8.3%)
1-210-110-8500 Fire - Seaforth - Amortization	41,857	613	6,747	7,360	7,360	(613)	(8.3%)
Total Operating	175,462	6,188	141,046	154,311	155,003	(13,957)	(9.0%)
Other Items							
Charge to Other Job	0	0	0	0	0	0	0.0%
Transfer to Reserves	0	0	0	0	0	0	0.0%
Transfer from Reserves							
1-210-712-9500 Fire - Seaforth Fire Area - Trans fror	(7,360)	(613)	(6,747)	(7,360)	(7,360)	613	8.3%
Total Transfer from Reserves	(7,360)	(613)	(6,747)	(7,360)	(7,360)	613	8.3%
Total Expenditures	315,517	6,611	146,455	279,076	285,143	(138,688)	(48.6%)
Sub-total	11,381	(6,692)	(40,533)	0	0	(40,533)	0.0%
Total SEAFORTH FIRE AREA	11,381	(6,692)	(40,533)	0	0	(40,533)	0.0%
Total SEAFORTH FIRE AREA	11,381	(6,692)	(40,533)	0	0	(40,533)	0.0%

13-24-9

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POLICY UPDATE

November 28, 2019

Ontario Announces E-Scooter Pilot on Municipal Roads

On November 27, 2019, the Government of Ontario announced that it would begin a pilot program to allow electric scooters on municipal roads in Ontario. The pilot will go live in January 1, 2020. Under the pilot, municipal governments are able to opt in through by-law to allow electric scooters on their roads, paths, and (in some cases) sidewalks; license electric scooter rental companies; regulate parking and the number of devices available in an area; impose data sharing and insurance requirements amongst other licensing criteria. Municipal governments, and their staff, are encouraged to think through all of these issues before opting to allow the devices in their communities.

E-scooters, as they are called, have been emerging in cities across North America and beyond, and have the potential to add “micro-mobility” solutions to help augment transportation such as connections between transit and individual destinations. As they are electric, they do not add exhaust emissions that decrease air quality (depending on how electricity is generated) or noise pollution.

However, E-scooters also have the potential to increase safety concerns for riders, pedestrians, vulnerable road users, and cyclists. The pilot imposes some conditions on the devices, which riders must wear helmets, and limits maximum speed to 24 km/h. Advocates for people with disabilities in particular have pointed to the challenges E-scooters may pose for that community. Some cities have experienced a profusion of E-scooters left on sidewalks that increase nuisance and hazards for pedestrians. However, municipal parking rules and company policies which continue to charge users for rentals, if not parked in authorized areas, may help to reduce this practice.

Municipal governments interested in allowing their use need to work to balance these concerns with the desire for flexible, micro-mobility devices and ensure that they meet municipal transportation needs and other local policy goals. AMO members are especially encouraged to consult with their communities before joining the pilot and ensure plans are in place to discourage nuisance, reduce any residual municipal liability through adequate insurance requirements, address the needs of disabled and vulnerable road users, and reduce nuisance and conflicts between E-scooter riders, cyclists, pedestrians and motorists. Interested municipal governments should also

consider how they would enforce their by-laws in this area and costs to do so as they develop rules and/or permitting for rental companies. Municipalities should also consider how they will collect incident data with local hospitals and health authorities as well as police reporting during the pilot.

The following resources may assist municipal officials in interested municipalities in considering issues they may encounter in by-laws and policies development that best meet their local needs:

Ontario Ministry of Transportation:

- [Regulation 389/19](#)
- [MTO E-Scooter Pilot Information](#)
- [MTO E-Scooter Best Practices](#)

Share The Road:

- [Preparing for E-Scooters](#)

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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Electric Kick-Style Scooters (e-scooters)

The Ontario Government is committed to supporting new and emerging technologies that can help move people safely and efficiently while limiting environmental impacts. As new and emerging transportation modes evolve, new forms of electric vehicles present an opportunity to reduce traffic congestion, provide first and last mile connections to transit and present a new way for residents to get around their communities.

Effective January 1, 2020 a new pilot to permit Electric Kick Scooters (e-scooters) on Ontario's roads will be in place.

Under the pilot, the province has set out the broad rules and requirements for e-scooters such as helmet requirements and minimum age. It is now up to the municipalities to pass by-laws to allow their use and determine where they can operate most safely in each unique environment.

Municipalities that choose to permit their use would be responsible for deciding such things as allowing or prohibiting them on municipal roads including parks, and trails; where parking would be located and how e-scooters would be managed in their municipality. The ministry has also developed a best practices document for municipalities to support them in developing their e-scooter program in a safe environment. For reference here is this [Best Practices document <http://www.ontario.ca/english/vehicles/pdf/e-scooter-best-practices.pdf>](http://www.ontario.ca/english/vehicles/pdf/e-scooter-best-practices.pdf) (PDF - 253 KB).

Ontario's objective is to create a viable framework for municipalities to allow e-scooters in their jurisdictions.

The pilot is intended to evaluate the use of e-scooters over a 5-year period to examine their ability to safely integrate with other vehicle types and determine whether existing rules of the road are adequate.

Key elements of the pilot

- Municipalities must pass a by-law to allow them on municipal roads
- 5-year pilot
- Maximum speed 24 km/h
- Maximum weight 45kg
- Maximum power output 500W
- Minimum operating age 16
- No passengers allowed
- No cargo may be carried
- No baskets allowed
- Riders must stand at all times
- Bicycle helmet required for those under 18 years old
- No pedals or seat allowed
- Must have 2 wheels and brakes
- Must have horn or bell
- Must have one white light on front, one red light on rear and reflective material on sides
- Maximum wheel diameter 17 inches
- All HTA [rules of the road will apply to the operation of e-scooters like bicycles](https://www.ontario.ca/laws/statute/90h08)
- Penalties in HTA s. 228(8) [will also apply to violations of pilot regulation \(fine of \\$250 to \\$2,500\)](https://www.ontario.ca/laws/statute/90h08#BK384)
- Not allowed on controlled access highways

For the full list of pilot requirements, please see [Ontario Regulation Electric Kick-Scooters <https://www.ontario.ca/laws/regulation/r19389>](https://www.ontario.ca/laws/regulation/r19389) .

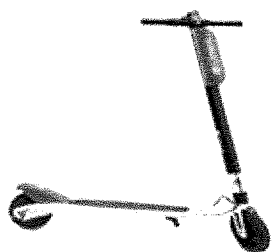
After the pilot is done

The Ministry of Transportation expects that this pilot framework, in addition to continued discussions with municipalities, will provide the ministry with meaningful evidence to determine whether a permanent framework is warranted. Following a safety evaluation of these vehicles, the ministry will make a long-term decision on whether e-scooters are permanently allowed on road in Ontario.

Additional information

The e-scooters that are permitted under Ontario's pilot are the electric kick style scooters.

The scooters can vary in design, weight and speed and there are a number of different configurations that Ontario's pilot framework would cover. The pilot framework lists all the requirements that an e-scooter must meet to participate in the pilot. Below is an example of an electric kick style scooter.



This pilot approach allows the ministry to establish rules, monitor and evaluate any safety impacts of e-scooters. It is a measured approach that will promote road safety, foster business innovation and open the Ontario market to this new and growing sector. By allowing municipalities to permit the use of e-scooters in their jurisdiction creates more mobility options for Ontarians and demonstrates that the province is open for business by allowing new companies to operate in Ontario.

Municipalities will have the authority to create by-laws to prohibit e-scooters from any municipal areas that fall under their jurisdiction such as sidewalks; where the e-scooter parking would be located and how e-scooters would be managed in their municipality.

While the province is establishing a regulatory framework to define where and how e-scooters can be operated it will be the responsibility of the user/e-scooter company/municipality to ensure that the rider is able to safely operate the vehicle if a municipal by-law is passed to allow their use. Municipalities may require permits or licencing for those e-scooter companies wishing to offer e-scooter rental services and as part of those agreements there may be training requirements as well.

Resources

- [e-Scooter Best Practices document <http://www.ontario.ca/english/vehicles/pdf/e-scooter-best-practices.pdf>](http://www.ontario.ca/english/vehicles/pdf/e-scooter-best-practices.pdf) (PDF - 200 KB)



PREPARING FOR E-SCOOTERS IN CANADA

How should Ontario & other provinces govern emerging micro-mobility services?

BY JAMIE STUCKLESS, SHARE THE ROAD & DAVID MCLAUGHLIN, WSP CANADA

Dockless e-scooter systems (e-scooters) have been launched in more than 100 cities across the United States. Are they coming to Ontario and the rest of Canada? The kick-style type e-scooters are **currently not permitted to operate within public road rights-of-ways in Ontario**. Although we haven't seen the launch of a full fledged e-scooter system yet in Ontario, there is a pilot currently underway in the City of Waterloo and this new form of micro-mobility is generating a great deal of interest.

Jurisdictions across the United States have frequently found themselves in the position of having to retroactively develop e-scooter policies after the systems have been launched in their community. In Ontario, we have a short window of opportunity to pro-actively develop a policy framework to govern the arrival of e-scooters in the province. Many other provinces across

Canada will also have to decide soon whether they plan to embrace or reject this new form of micro-mobility.

THE OPPORTUNITY

E-scooters represent a new way for residents (and visitors) to get around their communities. They have been lauded as providing first and last mile connections to transit, particularly in areas where the trip is too long to walk. If residents choose to replace car trips with e-scooters, they also represent an opportunity to reduce traffic congestion. Preliminary evidence from the e-scooter pilot in Portland, Oregon suggests that e-scooter riders are using them to replace car trips (34%) and that the e-scooters are popular among residents, with 85% of those surveyed indicating that they would recommend e-scooters to a friend.

CANADIAN JURISDICTIONS PREPARING FOR E-SCOOTERS

Waterloo: Canada's first e-scooter pilot project completed its first phase in Oct–Nov 2018. It was deemed a success, with more than 6,000 riders completing over 18,000 trips on the Lime scooters. The pilot continues with phase two running Apr–Sept 2019.

Montreal: The Quebec Transport Ministry and City of Montreal have modified regulations and bylaws to allow dockless e-scooter services to rollout in the city in 2019.

Edmonton: City Council recently voted to move forward with bike and scooter sharing recommendations which would see companies set up their own programs as soon as June 2019.



THE CHALLENGE

E-scooters are a relatively new technology and mode of transportation. As a result, there are few studies about their safety, market resilience, and ability to operate through the winter. While the Portland pilot results indicate that people are using e-scooters for trips that otherwise may have been made by car, it is important to note that Portland is recognized as a Platinum Bicycle Friendly Community and has invested more than most in providing safe & convenient space for people to cycle. This bicycle infrastructure is also now being used by people riding e-scooters, and is preferred among riders who were surveyed. Most communities do not have the same infrastructure available for bicycling or for e-scooter riders as Portland does and the availability of safe spaces to ride should be a key concern.

Medical professionals have raised concerns about increased emergency room visits due to the proliferation of e-scooters, with many sources pointing to one Salt Lake City hospital that reported a 161% increase in emergency room visits related to e-scooters (from 8 patients to 21). Another recent study of medical records from two UCLA hospitals in Los Angeles and Santa Monica indicate that e-scooters have been associated with 249 emergency room visits between September 2017 and August 2018. As of September 2018, the death rate among e-scooter riders across the United States

was reported to be 1 per 10.75 million trips, compared to 1 per 61.5 million trips for bike share. In December 2018, the Centre for Disease Control announced that it would be conducting its first study of the health risks of dockless scooters in Austin, Texas.

There have also been collisions between e-scooter riders and pedestrians on the sidewalk and concerns about sidewalks being obstructed by poorly parked e-scooters, and the serious impact this has on the mobility of elderly and visually impaired residents, including those using mobility devices.

E-SCOOTERS AND ONTARIO LAW

At present, e-scooters can only be operated where the Ontario Highway Traffic Act (HTA) does not apply, such as on private property if permitted by the owners. This is the case during the ongoing pilot conducted by Lime in Waterloo, ON, where the scooters are permitted only on private trails, a technology park and university campus.

The Waterloo pilot is being run in two phases under current Ontario laws, with a maximum of 100 e-scooters in Fall 2018 and a maximum of 150 e-scooters in spring/summer 2019. The maximum speed of e-scooters during the pilot is 24 km/h. The pilot identifies the specific "pilot routes" on which the e-scooters can be operated. It also

Continued on page 25...



Ontario Provincial Police Municipal Policing Bureau News Bulletin

December 2019

Greetings from OPP Municipal Policing Bureau!

We are pleased to present you our News Bulletin for Ontario Provincial Police (OPP)-policed municipalities.

The results of the survey, we sent you in Spring 2019, indicated your interest for enhanced communication with more frequent updates on OPP municipi-

pal policing. You spoke and we listened.

We will issue publications as news on OPP innovations, efficiencies and updates on municipal policing matters become available.

Now that your municipality has

received the 2020 Annual Billing Statements, we encourage you to visit www.opp.ca/billingmodel and review our updated documents.

Should you require additional information or wish to send us feedback please contact us at (705) 329 6200 or OPP.MunicipalPolicing@opp.ca

2020 Annual Billing Highlights

- 2019 was the last year of the phase-in strategy that capped cost increases and decreases
- The 2020 estimated Base Services cost is the lowest since 2015 at \$183.23 per property
- Almost ¾ of all OPP-policed municipalities under the current billing model pay less than the average cost per property of \$358 in 2020
- The average cost per property has been relatively stable and overall cost recovery has increased by approximately 1% since 2015

Come visit us at booth 414 at 2020 ROMA conference

The OPP Municipal Policing Bureau actively participates in events and conferences that add value to our relationships with our municipal policing partners. We would like to remind you that Municipal Policing Bureau representatives will be available to meet with you at the Rural Ontario Municipal Association (ROMA) Conference held in Toronto, ON, January 19-21, 2019. We will be at booth #414 in the Lower Concourse, Sheraton Centre Toronto Hotel. Drop in to have a casual discussion and meet Municipal Policing Bureau members.

Should you wish to have a more formal discussion in relation to the billing model, your municipality's Annual Billing Statement or municipal policing arrangement with the OPP, please contact us at OPP.MunicipalPolicing@opp.ca. Submit your request along with a brief description of the topic you wish to discuss, and specify any time you are not available on January 21, 2019.

14-24-1

MUNICIPALITY OF HURON EAST

December 17, 2019

MOTION

Moved by

Seconded by

THAT:

The following tax reductions (Minutes of Settlement) as authorized under Section 39.1 of the *Assessment Act*, R.S.O. 2000, as amended, be approved under Section 361(10.1) of the *Municipal Act*, R.S.O. 2001, as amended.

Name/Roll #	Assessment Changed				Tax Reduction	Effective Date	
Williamson Kenneth 420-017-01202	RT	356,900	to	RT	301,049	623.12	1/1/2018
Crawford Glen 420-016-04000	RT	284,463	to	RT	251,953	364.66	1/1/2018
Hoegy's Farm Supply Ltd 160-001-09200	CT	433,000	to	CT	364,000	1,442.56	1/1/2019
Uniac Patricia 420-017-00200	CT	228,475	to		0	2,863.04	1/1/2019
	RT	84,700	to	RT	252,000		
Snider Jason 420-001-07700	RT	118,847	to	RT	108,868	105.16	1/1/2019
2685969 Ontario Inc 440-001-00200	IT	120,859	to		0	2,255.47	1/1/2019
	CT	94,141	to	CT	117,000		
Victor Raymond 420-013-00200	RT	367,250	to	RT	142,371	2,429.89	1/1/2019
Loveridge Sharon 420-009-03610	RT	62,473	to		0	234.22	9/1/2018
	RT	53,236	to		0		
Trustees of Seaforth Community 390-012-02930	RT	105,195	to	FT	105,195	1,058.77	1/1/2018
	RT	108,597	to	FT	108,597		

Trustees of Seaforth Community	RT	720,395	to	FT	720,395	5,943.77	1/1/2018
380-001-05800	RT	743,698	to	FT	743,698	5,917.43	1/1/2019
Avon Maitland District School	RT	350,808	to		0	4,707.37	1/1/2019
390-010-03100							

Section 361 (Change of Assessment) Reductions

\$29,613.59

MUNICIPALITY OF HURON EAST

December 17, 2019

MOTION

Moved by

Seconded by

THAT:

The following tax reductions (Amended Property Assessment Notice) as authorized under Section 32(1.1) and Section 19(7) of the Assessment Act, R.S.O. 2000, as amended, be approved under Section 362 of the Municipal Act, R.S.O., 2001, as amended.

Name/Roll #	Assessment Changed				Tax Reduction	Effective Date	
Charters William 160-023-03100	FT	1,240,325	to	FT	1,220,959	54.65	1/1/2019
DeJong William 160-023-04202	RT	452,240	to	RT	335,478	1,317.99	1/1/2019
Cedar Grove Pork Ltd 420-002-01900	RT	177,400	to		0	1,883.88	1/1/2019
	FT	2,132,100	TO	FT	2,144,309		1/1/2019
Hayward Jeremy 420-002-02305	RT	351,215	to	RT	172,729	1,928.59	1/1/2019
JR Terpstra Farms Ltd 420-003-01700	FT	865,748	to	FT	826,039	107.27	1/1/2019
2621761 Ontario Ltd 380-001-02100	RT	2,946,021	to	RT	134,075	22,557.10	1/1/2019
		0	to	FT	2,742,925		
2621761 Ontario Ltd 380-001-02000	RT	795,087	to	FT	719,250	6,527.47	1/1/2019
2621761 Ontario Ltd 380-001-03300	RT	1,595,023	to	FT	1,449,250	13,077.90	1/1/2019
Stewart Nancy 380-001-05200	RT	1,455,112	to	RT	221,950	10,070.23	1/1/2019
		0	to	FT	1,135,800		
2621761 Ontario Ltd 380-002-00800	RT	827,085	to	FT	748,500	6,789.36	1/1/2019

2621761 Ontario Ltd 380-004-01500	RT	1,493,213	to	FT	1,354,500	12,249.05	1/1/2019
Dietz Poultry Ltd 380-009-00505	RT	219,134	to	FT	203,500	1,785.07	1/1/2019
Johnston Elizabeth 420-002-00700	RT	488,688	to	FT	441,500	4,087.79	1/1/2019
DenDekker Arnold 420-003-01400	RT	945,900 0	to	RT FT	226,975 660,775	5,974.49	1/1/2019
Donegan Gerald 420-004-02900	RT	834,306 0	to	RT FT	189,595 647,570	5,216.87	1/1/2019
Donegan Gerald 420-004-02900	RT	558,850 0	to	RT FT	34,980 529,268	4,391.98	1/1/2018
McKay David 420-012-04801	RT	334,000 0	to	RT FT	324,603 70,300	668.84	1/1/2019
Edgar Matthew 420-001-04200	RT	1,419,277 0	to	RT FT	90,750 1,227,750	11,038.59	1/1/2019
Taylor Stewart 160-021-02600	RT	285,200 0	to	RT FT	148,900 117,800	1,225.32	1/1/2019
Ritzema Gerhard 160-024-01400	RT	674,855	to	FT	609,500	5,897.65	1/1/2019
Wilma Farms Canada Ltd. 380-013-04402	RT	924,718	to	FT	914,344	1,309.96	1/1/2019
Donegan's Haulage Ltd. 420-001-03500	RT	1,217,589 0	to	RT FT	427,099 790,925	6,404.95	1/1/2019
10276499 Canada Corp 420-003-03800		0	to	FT	796,890	7,120.63	1/1/2019
	RT	1,031,116	to	RT	172,900		
Albers Farms Inc 420-003-01300/01100	RT	1,807,369 0	to		0	22,462.58	1/1/2019
		0	to	FT	2,389,199		
	RT	868,778	to		0		

Ausable Bayfield Cons 160-021-13301	RT	26,050	to	RT	8,030	156.28	1/1/2018
	TT	128,450	to	TT	146,773		
	RT	33,625	to	RT	10,365	196.50	1/1/2019
	TT	164,125	to	TT	187,536		
Ausable Bayfield Cons 160-021-13700	TT	64,500	to	TT	31,727	3.82	1/1/2019
		0	to	RT	7,854		
Snider Jason 420-001-07700	CT	96,350	to	CT	123,114	1,028.88	1/1/2019
	FT	687,455	to	FT	846,029		
	RT	430,027	to	RT	244,680		

Total Section 362's (Tax Incentive Approval)

\$155,533.69

MUNICIPALITY OF HURON EAST

December 17, 2019

MOTION

Moved by

Seconded by

THAT:

The following applications for the cancellation, reduction and refund of taxes under the provisions of Section 357 of the Municipal Act, R.S.O. 2001 as amended, be approved as presented:

Name/Roll #	Assessment Change & Reason				Tax Reduction	Effective Date
Henry Andrew 420-006-01310	RT	291,500	to	RT 261,278	338.99	1/1/2018
	RT	295,250	to	RT 264,639	330.76	1/1/2019
	Demolition					
Winger Andrew 420-004-00800	RT	242,000	to	RT 225,000	156.20	3/8/2018
	RT	242,000	to	RT 225,000	183.70	1/1/2019
	Demolition					
Edgar Matthew 420-001-03700	RT	30,450	to	0	222.66	4/18/2018
	FT	599,024	to	FT 608,493		
	RT	39,375	to	0	396.06	1/1/2019
	FT	688,562	to	FT 699,447		
Demolition						
VanMiltenburg Theodore 160-024-00300	FT	1,132,700	to	FT 1,100,451	38.53	8/1/2018
	FT	1,303,950	to	FT 1,266,826	104.76	1/1/2019
	Demolition					
VanDerVeen Robert 420-015-01600	FT	1,598,350	to	FT 1,544,342	12.86	12/1/2018
	FT	1,849,775	to	FT 1,787,271	168.84	1/1/2019
	Demolition					
Handy Acres Ltd. 380-003-03400	FT	1,143,425	to	FT 1,088,051	1,420.12	3/1/2019
	RT	145,825	to	0		
	Demolition					
Campbell Belfour Becky 380-005-02800	RT	74,675	to	RT 15,424	421.93	5/1/2019
Demolition						

169677 Ontario Ltd. 380-011-00600	FT Demolition	769,750	to	FT	712,174	116.30	3/29/2019
Cronin Farms Ltd 420-001-00300	RT FT Demolition	147,175 1,092,101	to to	FT	0 1,102,373	1,309.96	3/1/2019
Molesworth Farm Supply Ltd 420-001-06700	RT Demolition	188,586	to	RT	58,026	907.18	5/15/2019
Law Raymond 440-007-01000	RT Damaged by Fire	110,000	to	RT	34,500	569.00	6/6/2019
Bouffard Guy 160-021-01000	RT Damaged by Fire	262,000	to	RT	101,294	1,063.56	6/1/2019
Arts Farms Limited 380-003-02400	FT Demolition	1,403,000	to	FT	1,390,647	6.99	10/15/2019
VanDriel Derrick 160-001-05101	CX CX CX Classification Change	75,250 81,500 87,750	to to to	RT RT RT	85,433 88,289 72,722	83.42 192.51 593.26	4/27/2017 1/1/2018 1/1/2019
Turnbull Donald 420-005-00800	FT Demolition	659,487	to	FT	643,566	9.20	10/15/2019

Total Section 357-Refund of taxes

\$8,646.79

MUNICIPALITY OF HURON EAST

December 17, 2019

MOTION

Moved by

Seconded by

THAT:

The following tax reductions be acknowledged as presented:

Vacancy Rates (Commercial & Industrial Building), Section 364 of the Municipal Act

<u>Name/Roll #</u>	<u>Assessment Changed</u>	<u>Tax Reduction</u>	<u>Effective Date</u>
Ko Olina Group Inc 160-021-05500	CT 70,850	306.11	1/1/2018
MacLellan Welding Ltd 160-021-08900	CT 158,004 IT 66,406	682.67 <u>291.44</u> 974.11	1/1/2018 1/1/2018
Vanastra Packaging 160-031-25401	IT 113,700	672.47	1/1/2018
Flowers Andrew 380-001-00300	CT 158,100	669.84	1/1/2018
Inkratas John 390-013-02300	CT 110,000	515.92	1/1/2018
6393250 Canada Inc 390-017-01300	CT 51,488	241.49	1/1/2018
Seaforth Elevator 390-017-02800	CT 42,982	201.59	1/1/2018
Lamont David 420-019-05300	IT 38,250	166.09	1/1/2018
22390669 Ont Ltd 440-001-00200	CT 90,200 IT 115,800	432.89 <u>563.65</u> 996.54	1/1/2018 1/1/2018
McCall Holdings Inc 440-013-02100	CT 149,800	718.92	1/1/2018
Total Vacancy Rebates		<u>\$ 5,463.08</u>	

MUNICIPALITY OF HURON EAST

December 17, 2019

MOTION

Moved by

Seconded by

THAT:

The following tax reductions be authorized under Section 361(1) of the Municipal Act, S.O. 2001 as amended.

(Royal Canadian Legion – County Wide Rebate)

<u>Name/Roll #</u>	<u>Assessment Changed</u>	<u>Tax Reduction</u>	<u>Effective Date</u>
ROYAL CANADIAN LEGION 390-021-00700	RT 305,000	4,092.69	2019-01-01
ROYAL CANADIAN LEGION 390-021-00900	RT 40,000	528.36	2019-01-01
ROYAL CANADIAN LEGION 440-015-00900	RD 529,000	839.21	2019-01-01
Total Section 361(1) (Legion Exemption) Reductions		<u>\$5,460.26</u>	

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 83 FOR 2019**

Being a by-law to repeal By-Law 24-1996 of the former Corporation of the Township of Grey and By-Law 20-1996 of the former Corporation of the Township of McKillop and to enter into an agreement with the Bluewater Recycling Association to provide an automated co-collection system of domestic household wastes and recyclables in the Grey and McKillop Wards.

WHEREAS pursuant to Section 11 (2) 7 and 11 (3) of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality, acting within its sphere of jurisdiction, may pass by-laws with respect to services that the municipality is authorized to provide, waste management being a matter within the sphere of jurisdiction;

AND WHEREAS under the provisions of By-Law 24-1996 of the former Corporation of the Township of Grey and By-Law 20-1996 of the former Corporation of the Township of McKillop, the Municipalities entered into an agreement with the Bluewater Recycling Association to provide a manual co-collection of domestic household wastes and recyclables in the former Townships of Grey and McKillop;

AND WHEREAS the Bluewater Recycling Association has requested to replace the existing manual co-collection agreement with an automated co-collection agreement;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That By-Law 24-1996 of the former Corporation of the Township of Grey and By-Law 20-1996 of the former Corporation of the Township of McKillop are hereby repealed.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and execute an agreement attached hereto as Schedule "A" with the Bluewater Recycling Association to provide an automated co-collection service of domestic wastes and recyclables in the Grey and McKillop Wards.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 17th day of December, 2019.

Read a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

THIS AGREEMENT made as of the 17th day of December, 2019

BETWEEN:

BLUEWATER RECYCLING ASSOCIATION incorporated as a corporation without share capital in the Province of Ontario and having its Head Office in the Municipality of South Huron in the County of Huron, in the said Province, (hereinafter called the "Association")

OF THE FIRST PART

-AND-

CORPORATION OF THE MUNICIPALITY OF HURON EAST incorporated as a special corporation without share capital in the Province of Ontario and having its Head Office in the Seaforth ward of the Municipality of Huron East in the County of Huron, in the said Province, (hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS by By-law 30-1994, the former Corporation of the Township of Grey, now the Grey ward of the Municipality of Huron East enacted that it become a member of the Association in order to provide for the collection of recyclables;

AND WHEREAS by By-law 19-1994, the former Corporation of the Township of McKillop, now the McKillop ward of the Municipality of Huron East enacted that it become a member of the Association in order to provide for the collection of recyclables;

AND WHEREAS the Municipality wishes to provide its residents with an effective resource management program;

AND WHEREAS the Association has developed a Co-collection system allowing for the efficient collection of both waste and recyclables at the same time;

AND WHEREAS both the Association and the Municipality have common environmental objectives they wish to achieve through the operation of the Co-collection program such as:

cleaner collection through,

less fuel burnt thereby conserving nonrenewable resources;
less emissions produced thereby reducing atmospheric pollution;
less noise pollution; and
fewer impacts on our fragile transportation infrastructure
(while improving public safety by reducing the number of vehicles required to collect waste and recyclables);

and allowing for the development of safer disposal alternatives which will divert Solid Waste away from aged, less sophisticated disposal sites.

BOTH PARTIES hereby mutually covenant and agree that all services and supplies provided to the Municipality by the Association shall be on the following terms and conditions:

ARTICLE I - INTERPRETATION

DEFINITIONS

1.01 In this Agreement

(a) "Association" means the Bluewater Recycling Association and his, her, or its heirs, legal personal representatives, successors and assigns;

(b) "Agreement" means this agreement and all schedules annexed hereto, which are made a part thereof;

(c) "Base Co-collection Fee" means the fee chargeable by the Association for the added collection of Solid Waste in accordance with the terms of this Agreement. The Base Co-collection Fee is \$47.08 per unit per year, exclusive of all taxes payable at law and will be adjusted annually in accordance with the terms and conditions set out in Article 3 of this Agreement.

(d) "Co-collection" means the collection of all waste and recyclable materials from single unit dwellings, multi-unit dwellings, and designated IC&I (industrial/commercial/institutional) operations in the Municipality.

(e) "Disposal Site" means that site currently owned by the Municipality of Huron East governed by C of A #161401 and more particularly described as follows: lots 4 and 5, Concession 18, Grey Ward, Municipality of Huron East, County of Huron.

(f) "Municipality" means the Corporation of the Municipality of Huron East and his, her or its heirs, legal personal representatives, successors and permitted assigns;

(g) "Recyclable Materials" means those designated curbside collected materials, namely newspapers, boxboard, cardboard, fine paper, plastic, tin, glass and aluminum, as generated in the municipalities and includes all other materials which are deemed to be recyclable by agreement between the Association and the Municipality from time to time.

(h) "Solid Waste" means mixed household, institutional, commercial and industrial solid waste (including trash, refuse and garbage) that has the characteristics of non hazardous solid waste normally produced by residences, stores, other commercial and industrial buildings, schools and offices, provided that under no circumstances shall Solid Waste include waste which is not permitted to be disposed of at the Disposal Site pursuant to applicable federal, provincial or local laws, regulations or orders, or the Provisional Certificate of Approval applicable to the Disposal Site. For the purpose of this Agreement, Solid Waste shall exclude any items that cannot be contained in the wheelie bins.

(i) "term" means the term hereby demised and, unless otherwise required by the context, any renewal or extension thereof, or such shorter periods as may be provided in this Agreement.

(j) "Unit" means every Wheelie Bin used in a single residential unit (e.g. a household or an apartment in a multi-unit dwelling complex) or any local Industrial, Commercial, or Institutional (IC&I) establishments for Solid Waste collection.

(k) "Wheelie Bin" means a two wheeled container with a capacity of approximately 35, 65, or 95 gallons provided by the Association, required for the provisions of collection services provided under this Agreement.

SEVERABILITY

1.02 If any one or more clauses or paragraphs or part or parts thereof in this Agreement be illegal or unenforceable it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or clauses or

part or parts of clauses had never been included.

NUMBER

1.03 Whenever a word importing the singular number only is used in this Agreement, such word shall include the plural and words importing gender shall include any other genders, where applicable.

HEADINGS

1.04 The headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provisions thereof.

ENTIRE AGREEMENT

1.05 This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. No change, alterations or modifications to this Agreement will be effective unless in writing and signed by the parties hereto.

SUCCESSORS

1.06 This Agreement, together with the Schedules annexed hereto and forming apart hereof, shall extend to, be binding upon and enure to the benefit of the parties hereto and their respective heirs, legal personal representatives, successors and assigns (as limited by the provisions of this Agreement) and shall be interpreted in accordance with the laws of the Province of Ontario and the parties hereto attorn to the jurisdiction of the Province of Ontario.

REPRESENTATIONS

1.07 Each party represents that it is a legally organized and operating corporation, properly incorporated in the Province of Ontario having jurisdiction over its home office, is authorized to enter into and perform this Agreement in all respects, and to the best of its knowledge and belief is in full compliance with all applicable statutes, ordinances, rules, regulations, and orders.

ARTICLE II - SERVICES

CO-COLLECTION

2.01 The Association shall be responsible for providing trained labour and labour supervision for all Co-collection related activities.

2.02 **General Co-collection Duties** - The Association's general Co-collection duties will include, but not be limited to the following:

- *Biweekly* Co-collection of Solid Waste and Recyclable Materials from all residential units and IC&I units assigned with a Wheelie Bin in the Grey and Mckillop wards

2.03 **Receptacles for Materials** - The Association shall provide Wheelie Bins or other suitable containers for all Solid Waste and Recyclable Materials collection. No bags, boxes, or loose Recyclable Materials shall be accepted.

2.04 **Co-collection Procedures** - Wheelie Bins shall be placed as per the Association's driver instructions. Emptied Wheelie Bins shall be returned to the same location.

2.05 **Container Abuse** - Containers shall not be thrown or roughly handled by the Association.

2.06 **Co-collection Disputes** - In a case where a resident claims that his/her Solid Waste and/or Recyclable Materials were not collected, but a driver disputes this claim, the benefit will always be given to the resident.

2.07 **Co-collection Obstructions** - If the Association encounters any impassable obstructions including weather conditions, construction, etc. the Association will return at least once more to the obstructed area prior to 6:00 PM on the same day.

2.08 **Co-collection Routes** - Routes for Co-collection will be established at the Association's discretion.

2.09 **Scales** - The Association shall ensure that all drivers record gross, tare, and net weights upon every Co-collection related visit to the Disposal Site at the Municipality's cost, if any.

2.10 **Spills of Solid Waste and/or Recyclable Materials** - The Association shall immediately clean up any spills.

2.11 **Co-collection Hours** - Co-collection shall be completed Monday through Friday between 7:00 AM and 6:00 PM, except where holidays affect scheduling.

2.12 **Property Damage** - The Association shall repair any damage it causes to any residents' property immediately and at its own expense.

2.13 **Driver Experience** - The Association shall employ only properly licensed and experienced collection drivers.

2.14 **Driver Appearance** - Drivers shall be polite and well groomed at all times during daily operations.

2.15 **Uniforms** - The Association shall provide employees with a neat, clean, and distinctive work uniform including protective footwear, safety glasses, and gloves, which is to be worn at all times while on duty.

2.16 **Training** - The Association shall ensure that all drivers are properly trained in safe vehicle operation, circle checks, telecommunication and safe handling and clean up of all materials.

2.17 **Holidays** - There shall be no Co-collection on the following statutory holidays: New Year's Day and Christmas Day.

Collection shall be altered accordingly to avoid conflicts with holidays.

2.18 **Hazardous Material.** The material to be collected and processed by the Association pursuant to this Agreement is Solid Waste generated by the residents of the Municipality excluding radioactive, biomedical, volatile, highly flammable, explosive, toxic or hazardous material, and contaminants not acceptable as per Association specifications or Disposal Site licensing. The term "hazardous material" shall include, but not be limited to any amount of waste listed or characterized as hazardous by any federal or provincial law. Title to and liability for any waste shall remain with the resident and/or the Municipality and the Municipality expressly agrees to defend, indemnify and hold harmless the Association from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste.

PROCESSING AND DISPOSAL

2.19 The Municipality shall be responsible for the cost of disposal (i.e. landfill) and the Association the cost of transport to the designated Disposal Site.

2.20 **Material Segregation** - The Association shall segregate all recyclable materials and process the materials in accordance with market specifications.

PROMOTION

2.21 **Education and Promotion** - The Association shall from time to time throughout the term of this agreement conduct a promotional advertising campaign to promote the Co-collection program.

2.22 **Hotline** - The Association shall operate a manned information telephone service with a Watts line available throughout the Municipality during its regular business hours.

ARTICLE III - PAYMENT

COSTS AND REPAYMENTS

3.01 The Municipality agrees to pay the Association the Base Co-collection Fee, and all taxes payable at law for all Solid Waste Wheelie Bins in the Municipality. The Association agrees to remit all taxes payable at law by the Municipality to the appropriate governmental authority.

3.02 Any collection initiatives not covered in this agreement will be subject to negotiation between the Municipality and the Association and, upon successful completion of those negotiations, will be executed and considered to be addendum to this Agreement.

ADJUSTMENTS

3.03 The Municipality shall make a monthly adjustment to the Unit count, to compensate the Association for any additional Units being serviced in the Municipality's Co-collection area. This calculation will be based on the actual verified monthly Wheelie Bins count.

3.04 The Base Co-collection Fee will be adjusted on an annual basis commencing January 1, 2021 in accordance with the following:

a) the adjustment, expressed as a percentage, will be calculated to be Factor F% where CPI is the Consumer Price Index for Ontario, as calculated by Statistics Canada or its successor,

and

$$\text{Factor F\%} = \left[\frac{\text{CPI for the September immediately preceding the year to be adjusted}}{\text{CPI for the September in the second year preceding the year to be adjusted}} \right] \times 100\%$$

3.05 The Association reserves the right to make a fuel price adjustment on the monthly invoice of the Base Collection Fee if diesel prices exceed \$1.00 per litre. The adjustment would be calculated as follows:

$$\text{Adjustment\%} = (\text{Diesel}_c - \$1.00) \times 0.22\%$$

Diesel_c Current (most recent) monthly London retail Diesel price as published by MJ Ervin or its successor.

3.06 The Association reserves the right to adjust the rates hereunder based upon unusual changes in the market prices for recycled material, fuel and other operating costs including residue disposal fees.

INVOICING

3.07 The Association shall invoice the Municipality monthly in advance for the Co-collection service charges set out above, and the Municipality shall pay all invoices reasonably and properly submitted by the Association within thirty (30) days of date

thereof. Interest may be charged by the Association at 1 1/2% per month (18% per annum) on any overdue accounts.

ARTICLE IV - TERM

4.01 This Agreement is for a term of five (5) years beginning the first day of May, 2020 and shall be renewed for successive terms without further action by the parties but may be terminated at the end of any term by either of the parties hereto by not less than one hundred and eighty (180) days prior written notice (registered mail).

4.02 The Association is providing Wheelie Bins for the provisions of the services hereto agreed in. Those containers are provided in this Agreement on the basis of their use for a full useful life estimated at 10 years. Should the Municipality terminate this Agreement and any subsequent renewals before the end of the Wheelie Bins' useful life, The Municipality shall have the following options:

(a) The Municipality shall gather and deliver the Wheelie Bins to the Association's Head Office in good working order ready for service elsewhere.

(b) The Municipality shall purchase the Wheelie Bins from the Association for the residual value based on a straight line depreciation method.

(c) The Municipality shall pay the Association to recover any Wheelie Bins from the residents at a cost of \$23.89 (2019 base year) each subject to the same cost adjustments as this agreement.

NON PERFORMANCE

4.03 (a) This Agreement shall immediately and automatically terminate without notice or other act:

(i) upon the attempted assignment by the Association of this Agreement or any of its rights or obligations hereunder without the previous written consent of the Municipality being given(pursuant to Article 9.01); or

(ii) upon the commencement or happening of any occurrence connected with insolvency, bankruptcy, dissolution or liquidation of the Association.

(b) Either party shall have the right to immediately terminate this Agreement at any time by notice in writing to the other party, if the other party shall commit a material breach of any of the obligations on its part to be performed or observed herein and fails as follows:

(i) where a remedy is possible within thirty (30) days, to remedy the breach within thirty (30) days of being required to do so by the first party; or

(ii) where a remedy is not reasonably possible within thirty (30) days, to propose a plan within thirty (30) days which is reasonably capable of providing a remedy and to diligently and continually execute the plan to remedy the breach.

(c) in the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure (pursuant to Article 8.01), then either party shall notify the other in writing and the Municipality shall either:

(i) terminate this Agreement forthwith and without any further payments being made; or

(ii) authorize the Association to continue the performance of the Agreement with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Agreement shall be terminated.

d) The termination of this Agreement (howsoever occasioned) shall be without prejudice to any rights or obligations which shall have accrued prior to such termination and shall not destroy or diminish the binding force or effect of any of the provisions of this Agreement which are expressly or by implication provided to come into force after such termination.

e) Neither party shall be liable to the other for any compensation, loss or damage arising from termination of this Agreement provided such termination is reasonable.

ARTICLE V - COVENANTS

INSURANCE

5.01 The Association shall take out and keep in force a comprehensive policy of public liability and property damage insurance providing insurance coverage in respect of any one accident to the limit of at least two million dollars (\$2,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss or damage to property and such policy shall name the Municipality as an additional insured thereunder and shall protect the Municipality against all claims for damage or injury including death of any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omission on the part of the Association and the Association shall forward a certified copy of the policy or certificate thereof, as the Municipality may direct.

MOTOR VEHICLE INSURANCE

5.02 The Association shall take out and keep in force an automobile and truck policy of insurance for public liability and property damage providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and costs, against loss or damage arising in any way out of the operation by the Association, of any motor vehicle owned or operated by the Association and shall fully protect the Municipality against all claims for all damage or injury including death of any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of the operation of any motor vehicle as aforesaid by the Association and the Association shall forward a certified copy of the policy or certificate thereof as the Municipality may direct.

INDEMNITY

5.03 The Association shall indemnify and save harmless the Municipality from all losses, damages, expenses, action, causes of actions, suits, claims, demands and costs whatsoever which may arise either directly or indirectly by reason of any act, failure, neglect or refusal by the Association to comply with the Agreement, or arising out of the performance or nonperformance of the employees, servants, agents, of the Association, except that the Association shall not be liable where such failure, or neglect arises from the negligence of the Municipality and its employees or representatives.

LAWS AND REGULATIONS

5.04 The Association shall comply with all labour, police, health, sanitary and other laws and regulations imposed by public bodies having jurisdiction during the term of this Agreement.

All Federal, Provincial, and Local Laws and Regulations, as well as Policies established by the Municipality to govern operations of waste management, now or subsequently enacted, shall become a part of this contract and be complied with in the performance of all parts of the work. The Association shall enforce provisions of policies established by the Municipality, where such policies provide for such enforcement.

The Association shall be, or shall become, familiar with all such laws regulations and policies which in any manner affect those engaged or employed in the work, or affect

facilities or equipment used in the work, or which in any way may affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

ARTICLE VI - COVENANTS

6.01 The Municipality covenants with the Association to pay all expenses hereby reserved in the manner herein provided.

6.02 The Municipality covenants with the Association to remain a full active member of the Association in good standing for the term of this agreement. The Municipality agrees to pay its respective share of the recycling costs, based on its applicable share count in the Association and posted operating share cost in effect at the time of billing, or other cost distribution in effect.

6.03 The Municipality agrees to maintain an acceptable volume based user pay system, for the Term of this Agreement.

ARTICLE VII - NOTICES

7.01 All notices or other documents required or which may be given under this agreement shall be in writing, duly signed by the party giving notice and delivered or transmitted by registered mail addressed as follows:

Association: Bluewater Recycling Association
P.O. Box 547
415 Canada Avenue
Huron Park, ON
N0M 1Y0

Municipality: Municipality of Huron East
P.O. Box 610
72 Main Street South
Seaforth, ON
N0K 1W0

Any notice or document so given shall, unless hand delivered, be deemed to have been received on the second business day following the date of mailing, if sent by registered mail. In the event of interruption of the postal system by labor strike, such notice shall be hand delivered. Any party may from time to time by notice given as provided above change its address for service of notices.

ARTICLE VIII - FORCE MAJEURE

8.01 Delays in or failure in the performance of either party under the Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to strike, lockout, decrees of government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents. Lack of finances, or delay or failure arising out of the nature of the work to be done or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of either party under this Agreement, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

ARTICLE IX - ASSIGNING

9.01 (a) The Association will not assign, set over, transfer or sub-agreement, encumber or in any way deal with or part with the whole or any part of the agreement to anyone, for or during the whole or any part of the term, without written consent first being obtained from the Municipality, but such consent shall not be unreasonably withheld.

(b) Provided however, it is made a condition to the giving of such consent that:

(i) the proposed assignee of this Agreement shall agree with the Municipality in writing to assume and perform all of the terms, covenants, conditions and agreements by this Agreement imposed upon the Association herein in a form to be provided by the solicitor for the Municipality; and

(ii) in the event of an assignment consented to by the Municipality, the Association shall nonetheless remain responsible to the Municipality for the fulfillment of all obligations created by this Agreement.

ARTICLE X - ARBITRATION

10.01 (a) All matter in difference in relation to this Agreement shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration.

(b) Each of the parties hereto will equally share the expenses of the arbitrator(s).

(c) The arbitrator(s) shall not have the right to alter or change any provisions in this Agreement, or substitute any new provision in lieu thereof or to give any decision inconsistent with the terms and provisions of this Agreement.

(d) The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their respective proper officers duly authorized in that behalf.

BLUEWATER RECYCLING ASSOCIATION

By: _____

By: _____

CORPORATION OF THE MUNICIPALITY OF HURON EAST

By: _____

Mayor Bernie MacLellan

By: _____

CAO/Clerk Brad Knight

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 87 FOR 2019**

**A BY LAW TO AUTHORIZE A SITE PLAN CONTROL AGREEMENT
BETWEEN THE CORPORATION OF THE MUNICIPALITY OF HURON EAST AND
MARK JOSEPH DEKROON, KYLE DOUGLAS BENNEWIES
AND SCOTT CHRISTOPHER DEKROON**

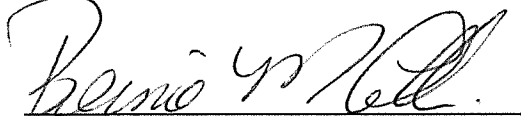
WHEREAS the Corporation of the Municipality of Huron East deems it advisable and necessary to enter into a Site Plan Control Agreement with Mark Joseph Dekroon, Kyle Douglas Bennewies and Scott Christopher Dekroon to permit a quadruplex (4-plex) residential unit and a triplex (3-plex) residential unit on Lots 221 and 222, Plan 389, Seaforth Ward, Municipality of Huron East, County of Huron;

AND WHEREAS the proposed development is subject to Site Plan Control pursuant to Section 41 of the Planning Act, RSO 1990, and By-law # 27-2014 of the Corporation of the Municipality of Huron East.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF HURON EAST ENACTS AS FOLLOWS:

1. That the Mayor and CAO/Clerk be and are hereby authorized and instructed to sign all of the necessary documents to conclude the Site Plan Control Agreement between the Corporation of the Municipality of Huron East and Mark Joseph Dekroon, Kyle Douglas Bennewies and Scott Christopher Dekroon.

READ a first and second time this 3rd day of December, 2019.


Bernie MacLellan, Mayor


Brad Knight, CAO/Clerk

READ a third and final time this 17th day of December , 2019

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 89 FOR 2019**

Being a by-law to repeal By-Law 19-2006 and enter into a mutual assistance agreement with County of Huron and other lower tier municipalities within the County of Huron.

WHEREAS under the provisions of Section 13 (3) of the Emergency Management and Civil Protection Act, 1990 c. E. 9 as amended, the Council of a municipality may enter into an agreement with the Council of any other municipality for the provision of any personnel, service, equipment or material during an emergency;

AND WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East is desirous of entering into an agreement for the purposes of mutual assistance in times of emergencies with the County of Huron and lower tier municipalities within the County of Huron;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That By-Law 19-2006 is hereby repealed.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and execute a Mutual Assistance Agreement attached hereto as Schedule "A".
3. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 17th day of December, 2019.

Read a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

AND WHEREAS the Parties wish to provide for mutual aid and assistance to each other through the provision of personnel, services, equipment, or material to one or another within the meaning of the *Emergency Management & Civil Protection Act*;

AND WHEREAS the Parties have Emergency Plans pursuant to Section 3 of the *Emergency Management & Civil Protection Act*;

AND WHEREAS the Parties previously agreed on the necessity and desirability of entering into an agreement for the provision of mutual assistance to deal with emergencies, such Mutual Assistance Agreement being entered into on July 4, 2007 (the "**Previous Agreement**");

AND WHEREAS the Parties previously agreed to joint action for emergency management through the formation of an organization known as the County of Huron Emergency Management Committee which the Parties wish to continue on certain terms;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. In this Agreement unless the context otherwise requires,
 - 1.1.1. "**Assisted Municipality**" means the municipality or County receiving aid or assistance pursuant to this Agreement;
 - 1.1.2. "**Assisting Municipality**" means the municipality or County providing aid or assistance pursuant to this Agreement;
 - 1.1.3. "**Building Official**" means a person appointed as a Building Official / Inspector pursuant to the *Building Code Act*, 1992, S.O. 1992, c.23, as amended (the "*Building Code Act*"), for the purpose of enforcing the Building Code Act and Ontario Building Code regulations;
 - 1.1.4. "**Emergency**", "**Emergency Area**" and "**Emergency Plan**" shall have the same meanings as in the *Emergency Management & Civil Protection Act*;
 - 1.1.5. "**Emergency Control Group**" means the organizational entity responsible for directing and controlling the Assisted Municipality's response to an Emergency.
 - 1.1.6. "**Mutual Assistance Agreement**" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the Parties;
 - 1.1.7. "**OPSS 127**" means the Ontario Provincial Standard Specification 127, which is a schedule of rental rates for construction equipment, including model and specification reference. The rates are hourly unless otherwise stated, and do not include the cost of the operator;
 - 1.1.8. "**Requesting Party**" means the municipality or County asking for aid, assistance, or both pursuant to this Agreement; and

- 1.1.9. **“Workers”** mean collectively employees, contractors, servants, and agents employed or hired by a Party to this Agreement.

2. ROLE OF THE SOLICITOR GENERAL

- 2.1. The Parties acknowledge that pursuant to the *Emergency Management & Civil Protection Act* (the “**Act**”), the Ministry of the Solicitor General for the Province of Ontario, through Emergency Management Ontario (EMO) is responsible for the administration of the Act and is the principal contact for all Emergencies.
- 2.2. The Parties further agree that the Ministry of the Solicitor General should be notified in writing of any request made under this Agreement. As soon as reasonably practicable, the Requesting Party agrees to notify Emergency Management Ontario (EMO), Ministry of the Solicitor General on the matter of any request for assistance made under this Agreement.

3. AUTHORIZATION TO REQUEST/OFFER ASSISTANCE

- 3.1. Each Party hereby authorizes its Chief Administrative Officer (hereinafter “**CAO**”), (or such other senior officer of the Party as the Party has designated by by-law) to request assistance, accept offers to provide, or to offer to provide assistance pursuant to this Agreement on behalf of that Party. The CAO of the Assisting Party is authorized to receive the request and to act on the municipality's behalf for all purposes under this Agreement.

4. REQUESTS FOR ASSISTANCE

- 4.1. In an Emergency, any Party to this Agreement may request assistance from another Party to this Agreement including, but not limited to, qualified personnel (i.e. Building Official personnel, administrative personnel, operators), services, equipment and/or material.
- 4.2. The request for assistance shall be made by the CAO of the Requesting Party to the CAO of the Assisting Municipality. The CAO may make the initial request for assistance orally. However, any request for assistance made orally shall be confirmed in writing by the Requesting Party within three (3) days of the initial oral request. Notwithstanding the requirement for a written request, the Assisting Municipality may provide assistance to the other Party upon receipt of the oral request.
- 4.3. The request for assistance shall be confirmed in writing as soon as reasonably practicable by the Requesting Party in accordance with Schedule “A” attached hereto. The written request shall set out in detail the specific personnel, services, equipment, or material that has been requested as assistance, and which the Assisting Municipality has agreed to provide. The Assisting Municipality may request such reasonable additional information as it considers necessary to confirm the existence of the Emergency and to assess the type, scope, nature, and amount of assistance to be provided.
- 4.4. The Assisting Municipality shall respond to the request, if possible, within 1 day, and may in its sole discretion determine the type and scope, nature and amount of assistance it will provide. The Assisting Municipality shall confirm in writing the assistance it has agreed to provide.

- 4.5. The Parties may by mutual agreement alter the assistance to be provided to the Assisted Municipality under this Agreement. Amendments to the scope, type, nature or amount of assistance shall be confirmed in writing by the Requesting Party within three (3) days of being agreed upon.
- 4.6. Building Officials providing services to the Assisted Municipality shall be deemed to be temporarily appointed as Building Officials by the Assisted Municipality in accordance with Section 3(2) of the *Building Code Act* for the duration of the emergency or longer as required as a result of their actions during the emergency in accordance with Section 3.(2) of the *Building Code Act*. The Assisted Municipality shall issue certificates of appointment under section 3(8) of the *Building Code Act* to any temporarily appointed Building Officials as soon as reasonably practicable following the temporary appointments. Any actions taken by the temporarily appointed Building Officials prior to the issuance of the certificates of appointment shall be deemed to have been made as if the certificates had been issued prior to the actions taken.

5. LIMITATIONS ON ASSISTANCE PROVIDED

- 5.1. Nothing in this Agreement shall require or obligate or be construed to require or obligate a Party to provide assistance. Each Party shall retain the right to refuse the request to provide assistance, and the right to offer options to the assistance that has been requested.
- 5.2. Notwithstanding anything contained herein, no liability shall attach or accrue to the Assisting Municipality for any reason whatsoever, for failing to respond to a request for assistance made under this Agreement.
- 5.3. When assistance has been offered or provided by the Assisting Municipality, the Assisting Municipality shall not be obligated to provide any further assistance or to do anything or take any action beyond that which is specifically agreed to by the acceptance of the request for assistance.
- 5.4. Any withdrawal of assistance by the Assisting Municipality shall be made only upon at least forty-eight (48) hours' notice to the Assisted Municipality, unless the Assisting Municipality is responding to an actual or pending Emergency within its own geographical boundaries, in which case it may withdraw assistance from the Assisted Municipality without notice.
- 5.5. Without limiting 5.3 above, upon verbally notifying the Assisted Municipality – through its supervisory personnel, the Worker(s) of any Assisting Municipality may refuse to carry out any work, if it is believed by the Worker(s) involved that it will be unsafe to do so. During any time, while a Worker(s) of an Assisting Municipality is attempting to contact supervisory personnel on such a matter, the Worker(s) is not required to carry out the work and shall refuse the unsafe work in accordance with the *Occupational Health and Safety Act* of Ontario.
- 5.6. Should an Assisting Municipality exercise its option under either 5.3 or 5.4, the services to be provided by that Party shall be diminished accordingly, and the Assisted Municipality shall notify any other Assisting Municipalities as soon as practicable.
- 5.7. The Assisted Municipality may determine in its sole discretion that its requirement for assistance has ceased and shall notify the Assisting Municipality

of this in writing. Upon receipt of such verbal or written notification, the Assisting Municipality shall terminate the provision of all such assistance.

6. ACTIVATION OF COUNTY EOC

- 6.1. Where any Emergency or threat extends to three (3) or more Parties, the County of Huron shall activate the County EOC and, for the duration of the operations, assume acquisition and direction of equipment and human resources contributed by other Parties.

7. TERM AND TERMINATION

- 7.1. This Agreement shall be in effect from the date on which the last Party signs the Agreement.
- 7.2. This Agreement shall be reviewed yearly thereafter by each Party. At the time of review, changes or additions may be introduced by way of Addendum which shall become part of the Agreement upon ratification and signature by all Parties.
- 7.3. Despite any other section of this Agreement, any Party may withdraw from this Agreement upon at least sixty (60) days' written notice to each other Party. After the withdrawal of any Party, this Agreement shall continue in full force and effect among the remaining Parties.

8. COSTS and PAYMENT

- 8.1. The Parties agree that any and all *direct and indirect* costs for assistance are to be paid by the Assisted Municipality. The Assisted Municipality shall be responsible to pay for any and all actual costs incurred by the Assisting Municipality in providing the assistance. Such costs shall include: all wages, salaries, overtime, shift premium, and similar charges and expenses incurred in providing the assistance providing all such costs are reasonable in the circumstances. However, such costs shall not include the Assisting Municipality's cost of employment benefits which includes, for the purposes of this Agreement, Canada Pension Plan, Employment Insurance, OMERS contributions, and/or contributions made to life insurance, health, dental, and/or disability plans or policies.
- 8.2. The Assisted Municipality shall also be responsible for all actual operating costs for all personnel, services, equipment, machinery or material furnished, including, but not limited to, costs of fuel, repairs, parts and any and all other items directly attributable to the operation of equipment and machinery, services and material furnished as assistance to the Assisted Municipality under this Agreement. Where there is damage incurred to loaned equipment or vehicles, if the cost to repair the damage exceeds the deductible amount of the owner's policy, the owner's insurance policy is primary, and the under-deductible amount shall be the responsibility of the owner of the equipment.
- 8.3. If necessary, for the duration of the assistance provided under this Agreement, the Assisted Municipality shall be responsible for providing all food, lodging and accommodation reasonably required by the personnel furnished pursuant to this Agreement. Where food and lodging cannot be provided in-kind, the Assisted Municipality shall pay all reasonable costs to personnel for any food and lodging purchased by personnel of the Assisting Municipality.

- 8.4. The Assisting Municipality shall provide to the Assisted Municipality, if practical, an estimate of the cost of providing the assistance. Equipment will be charged out at the then current OPSS 127.
- 8.5. Payment by the Assisted Municipality for costs incurred for the assistance provided shall be subject to the Assisted Municipality's receipt of an invoice from the Assisting Municipality. Such invoice shall set out in sufficient detail the costs actually incurred by the Assisting Municipality in providing assistance, and where practically available, receipts for disbursements shall be forwarded in support of the invoice.
- 8.6. The Assisted Municipality shall remit payment of the amount owing for the assistance provided within ninety (90) days of the receipt of the Assisting Municipality's invoice.
- 8.7. Any amount remaining unpaid and outstanding after the ninety (90) day period referred to in sub-section 8.6 of this Agreement shall bear interest at the rate stipulated in the Assisting Municipality's invoice, which rate shall not exceed the Bank of Canada bank rate at the date of the invoice plus two (2) per cent per annum until paid.
- 8.8. Notwithstanding the above agreed-upon terms of invoicing and payment for assistance provided, there is nothing in this Agreement that prevents the Council of an Assisting Municipality from passing a resolution to waive part or all of the fees associated with having provided the assistance to the Assisted Municipality in a gesture of goodwill. However, it is not an assumption that this shall occur, and the Assisted Municipality should be prepared to pay for all assistance provided to it as per the requests it has made.

9. EQUIPMENT

- 9.1. Equipment that is provided by the Assisting Municipality to the Assisted Municipality shall be provided in good working order and with an operator, being an employee of the Assisting Municipality.
- 9.2. Equipment returned by the Assisted Municipality to the Assisting Municipality shall be in good working order and in the same general condition as when the Assisted Municipality received such equipment.

10. EMPLOYMENT RELATIONSHIP

- 10.1. Despite that the Workers of the Assisting Municipality may be assigned to perform duties for the Assisted Municipality, and that for the duration of the Emergency, the Assisted Municipality shall reimburse the Assisting Municipality for the costs of the wages, salaries, and expenses of the workers, in all other respects the Workers of the Assisting Municipality retain their employment or contractual relationship with the Assisting Municipality. The Parties acknowledge and agree that the Assisted Municipality shall not be deemed to be the employer of the Assisting Municipality's Workers under any circumstances or for any purpose whatsoever. The Assisting Municipality shall remain responsible for all statutorily required deductions, contributions and/or payments, such as E.I., CPP, WSIB, etc.

11. INDEMNITY

- 11.1. The Assisted Municipality shall indemnify and save harmless the Assisting Municipality, its elects, appointees, officials, employees, and agents from and against all claims, costs, all manner of action or actions, cause and causes of action, accounts, covenants, contracts, duties, dues, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement, including, without limitation, any losses sustained by the Assisting Municipality as a result of any costs or damages incurred by a local board of the Assisting Municipality, or the elects, appointees, officials, employees, or agents of such local board (collectively, "Losses"), except to the extent that such Losses arise from the negligence of the Assisting Municipality or its local board, or the elects, appointees, officials, employees or agents of either of them.

12. INSURANCE

- 12.1. During the term of this Agreement, each Party shall obtain and maintain in full force and effect, sufficient insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability and property damage, to cover their respective obligations under this Agreement.

Municipal Liability

Specifically, all Parties shall, each at their own expense, obtain and keep in force Municipal Liability Insurance underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- 12.1.1. A limit of liability of not less than \$15,000,000 per occurrence, which limit may be achieved by way of a combination of primary and excess and/or umbrella policies;
- 12.1.2. Each party shall add the other Parties as additional insureds;
- 12.1.3. The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;
- 12.1.4. Non-owned automobile coverage with a limit of at least \$5,000,000 including SEF 96 (contractual liability);
- 12.1.5. Products and completed operations with a limit of not less than \$15,000,000; and
- 12.1.6. That 30 days prior notice of an alteration, cancellation, or material change in policy terms which reduces coverage's shall be given in writing to the other Parties.

If any party is self insured, it shall provide evidence that is satisfactory to the other Parties that the Municipality is and shall be at all times, in a position to satisfy its monetary obligations arising from liability under this Agreement.

Automobile Insurance

Automobile Liability Insurance for an amount not less than \$5,000,000, which limits may be achieved by way of a combination of primary and excess and/or umbrella policies, on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

- 12.2. The Parties agree that Section 12.1 shall be subject to review from time to time in respect of changes deemed appropriate based on the current recommended industry limits and coverage
- 12.3. Upon the request of any Party, each Party shall provide proof of insurance if so required in a form satisfactory to the requesting Party's CAO.
- 12.4. In the case of any conflict between the provisions of this document and any other provisions speaking to contractual indemnity or insurance clauses, the provisions of this Agreement will govern.

13. COLLECTIVE AGREEMENTS

- 13.1. Each Party agrees to review the provisions of this Agreement with its appropriate local bargaining units for the purpose of seeking amendments to local agreements, if necessary, to reflect the terms of this Agreement. Each Party further agrees to advise the other Party as soon as practically possible if it becomes aware of any impediments or obstacles imposed by local agreements to meeting its obligations under this Agreement.

14. LIAISON AND SUPERVISION

- 14.1. The Assisting Municipality shall have the right, to be exercised in its sole discretion, to assign an employee or agent (the "**Liaison Officer**") of the Assisting Municipality to the Communications Room of the Assisted Municipality. The Liaison Officer shall provide a liaison between the Assisting Municipality and the Emergency Control Group of the Assisted Municipality. The parties acknowledge that the purpose of the Liaison Officer shall be to permit communication between the Assisted and Assisting Municipalities. Subject to the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56, as amended ("**MFIPPA**"), the Liaison Officer shall be permitted to inform the Assisting Municipality on the status of the Emergency and the actions taken by the Assisted Municipality. The Liaison Officer shall have the right to obtain information about the Emergency and the use of the assistance provided in order to report to the Assisting Municipality during and after the duration of the assistance provided and the Emergency. The Assisting Municipality, and every party that is not an Assisting Municipality, shall keep confidential and not disclose to any non-Party any information concerning the Emergency or the assistance provided without the prior consent of the Assisted Municipality, except as may be required by law. The Liaison Officer shall not be entitled to be part of the Assisted Municipality's ECG.
- 14.2. The Assisting Municipality shall assign its personnel to perform tasks within the limits of their equipment and training as directed by the Emergency Control Group, their authorized and permitted agent, or assign, and shall ensure that any assistance it provides is in accordance with the instructions of the Emergency Control Group, their authorized and permitted agent, or assign of the Assisted Municipality.

- 14.3. The Assisting Municipality shall have the right to assign supervisory personnel to operate or supervise the operation of any of the Assisting Municipality's personnel and/or equipment furnished as assistance to the Assisted Municipality. Such supervision shall be in accordance with the instructions of the Emergency Control Group.

15. INFORMATION SHARING and PERSONAL INFORMATION

- 15.1. Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, the Parties agree to share with each other, information lists or databases detailing the amount, type, capability, and characteristics of personnel, services, equipment or material in the possession of each Party, which may be available to the Requesting Party under this Agreement. Such sharing of information shall occur upon the execution of this Agreement and the Parties, on mutual agreement, shall update these information lists from time to time. All such information shall be provided without warranty of any kind as to its accuracy, reliability, usefulness, or other characteristics.
- 15.2. Section 15.1 shall not require any Party to provide personal information, as defined in the *MFIPPA*.
- 15.3. The Parties agree to comply with the provisions of the *MFIPPA* in respect of all personal information.
- 15.4. Without limiting 15.3, if any personal information is shared between the Parties pursuant to this Agreement, or in relation to the matters set out in this Agreement, the Receiving Party shall:
- 15.4.1. Use the information only for the purposes specifically indicated by the providing party;
 - 15.4.2. Not disclose such information except in accordance with the *MFIPPA* and with any other applicable legislation, or as may be otherwise required by law from time to time; and
 - 15.4.3. Notify the Party providing the information immediately if it becomes aware of any disclosure of the personal information contrary to the provisions of this Agreement, the *MFIPPA*, or any other applicable legislation.

16. NOTICE

- 16.1. Unless otherwise provided for in this Agreement, or advised in writing by the Party, written notice given pursuant to this Agreement must be addressed to:

The Corporation of the County of Huron

Attn: Chief Administrative Officer

1 Courthouse Square

Goderich, ON N7A 1M2

Tel: 519-524-8394

Fax: 519-524-2044

The Corporation of the Township of Ashfield-Colborne-Wawanosh

Attn: Clerk-Administrator
82133 Council Line, RR #5
Goderich, ON N7A 3Y2
Tel: 519-524-4669
Fax: 519-524-1951

The Corporation of the Municipality of Bluewater

Attn: Chief Administrative Officer
Box 250, 14 Mill Ave
Zurich, ON N0M 2T0
Tel: 519-236-4351
Fax: 519-236-4329

The Corporation of the Municipality of Central Huron

Attn: Chief Administrative Officer
23 Albert Street, PO Box 400
Clinton, ON N0M 1L0
Tel: 519-482-3997
Fax: 519-482-9183

The Corporation of the Town of Goderich

Attn: Chief Administrative Officer
57 West Street
Goderich, ON N7A 2K5
Tel: 519-524-8344
Fax: 519-524-7209

The Corporation of the Township of Howick

Attn: Clerk
44816 Harriston Road, RR #1
Gorrie, ON N0G 1X0
Tel: 519-335-3208
Fax: 519-335-6208

The Corporation of the Municipality of Huron East

Attn: CAO/Clerk-Administrator
72 Main Street South, PO Box 610
Seaforth, ON N0K 1W0
Tel: 519-527-0160
Fax: 519-527-2561

The Corporation of the Municipality of Morris-Turnberry

Attn: Chief Administrative Officer
PO Box 310, 41342 Morris Road
Brussels, ON N0G 1H0
Tel: 519-887-6137
Fax: 519-887-3424

The Corporation of the Township of North Huron

Attn: Chief Administrative Officer
PO Box 90, 274 Josephine Street
Wingham, ON N0G 2W0
Tel: 519-357-3550
Fax: 519-357-1110

The Corporation of the Municipality of South Huron

Attn: Chief Administrative Officer
PO Box 759, 322 Main Street South
Exeter, ON N0M 1S6
Tel: 519-235-0310
Fax: 519-235-3304

- 16.2. If hand delivered, the notice is effective on the date of delivery; if faxed, the notice is effective on the date and time the fax is sent; if sent by electronic mail, the notice is effective on the date sent; and if mailed, the notice is deemed to be effective on the fifth (5th) business day following the day of mailing.
- 16.3. Any notice given shall be sufficiently given if signed by the CAO or by a person authorized by or acting under the direction or control of the CAO.

17. RIGHTS AND REMEDIES

- 17.1. Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it under this Agreement, at law or in equity in the event of any breach of this Agreement.

18. ENTIRE AGREEMENT and MISCELLANEOUS

- 18.1. Except as may be otherwise stated herein, this Agreement and the attached Schedule "A", (together with the lists and information exchanged pursuant to Section 15) constitutes the entire Agreement of the Parties and supersedes any other understanding or agreement, written or verbal, otherwise existing between the Parties regarding the provision of mutual assistance to each other during times of emergencies, including the Mutual Assistance Agreement made as of the 4th day of July, 2007. To be clear, the Mutual Assistance Agreement made as of the 4th day of July, 2007 among the Parties shall be terminated immediately upon execution by all Parties of this Agreement.
- 18.2. Should any provision of this Agreement be declared null and void or inoperative, the remainder of the Agreement will remain in full force and effect.
- 18.3. This Agreement shall enure to the benefit of, and be binding upon the Parties and their respective successors, administrators, and assigns.
- 18.4. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties, and no third party shall have any right of action arising in any way or manner under this Agreement for any cause whatsoever.
- 18.5. The Parties agree that Sections 11 and 17 of this Agreement shall survive and remain in force notwithstanding the termination by any Party of its participation in

this Agreement in respect of any matter occurring prior to the termination by such Party of its participation herein.

- 18.6. The Parties hereto acknowledge and agree that this Agreement does not apply to the services covered under any Mutual Aid Plan or agreement developed under the authority of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, or the direction of the Ontario Fire Marshal, to facilitate provision of fire protection services.
- 18.7. The Parties agree to be governed by the laws of the Province of Ontario and Canada.
- 18.8. This Agreement may be executed in counterparts and, in the event that the Agreement is not signed by a Party/Parties or is terminated by a Party/Parties pursuant to Section 7.3, the Agreement shall remain binding between the remaining Parties to this Agreement.

19. ARBITRATION

- 19.1. The Parties herein agree that in the event of any dispute arising under or pursuant to this Agreement, which dispute cannot be resolved by the mutual agreement of the affected Parties' CAOs, the dispute shall be referred to the respective Heads of Council of the Parties for resolution. In the event that the Heads of Council cannot resolve the dispute, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O., 1990, c. M. 48, as amended, and the decision rendered in respect of the proceedings shall be final and binding upon the Parties to this Agreement.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

THE CORPORATION OF THE COUNTY OF HURON

Per: _____
Jim Ginn, Warden

Per: _____
Susan Cronin, Clerk

We have authority to bind the municipal corporation.

Dated: _____

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Per: _____
Glen McNeil, Mayor

Per: _____
Mark Becker, Clerk-Administrator

We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF TOWNSHIP OF
NORTH HURON**

Per: _____
Bernie Bailey, Reeve

Per: _____
Carson Lamb, Clerk
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY**

Per: _____
Jamie Heffer, Mayor

Per: _____
Trevor Hallam, Clerk
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE
MUNICIPALITY OF HURON EAST**

Per: _____
Bernie MacLellan, Mayor

Per: _____
Brad McKnight, CAO/Clerk
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL HURON**

Per: _____
Jim Ginn, Mayor

Per: _____
Brenda MacIsaac, Clerk
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE
MUNICIPALITY OF BLUEWATER**

Per: _____
Paul Klopp, Mayor

Per: _____
Kyle Pratt, CAO
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE
MUNICIPALITY OF SOUTH HURON**

Per: _____
George Finch, Mayor

Per: _____
Rebekah Msuya-Collison, Clerk
We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE TOWNSHIP OF
HOWICK**

Per: _____
Doug Hardin, Reeve

Per: _____
Carol Watson, Clerk

We have authority to bind the municipal corporation.

Dated: _____

**THE CORPORATION OF THE TOWN OF
GODERICH**

Per: _____
John C. Grace, Mayor

Per: _____
Janice Hallahan, Clerk

We have authority to bind the municipal corporation.

Dated: _____

SCHEDULE "A"

Mutual Assistance Agreement

I, _____, Chief Administrative Officer/Designated Official of the _____ (Requesting Municipality), duly authorized to do so by the Council of the _____ (Requesting Municipality), do hereby request of the _____ (Assisting Municipality), to provide assistance in the form of:

- _____ Personnel
- _____ Services
- _____ Equipment
- _____ Material

As is more particularly set out in detail as follows:

-
-
-
-
-
-
-
-
-
-

The above confirms the assistance verbally requested on _____ (date), and which assistance the _____ (Assisting Municipality) has agreed to provided.

Dated at _____ this _____ day of _____, 20_____.

Chief Administrative Officer
(name of Municipality)

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 90 FOR 2019**

Being a by-law to revise the drain maintenance assessment schedules of the Baillie Main Drain, Baillie West Branch, Barron Drain, Beauchamp Creek Drain, Coates Drain, Coleman-Scott Drain, Cronin Drain, Dodds Drain, Downey Drain, McCallum-Winthrop Drain, Moore Drain, William-Charters Drain

WHEREAS Section 65 (6) of the Drainage Act, R.S.O., 1990 as amended, provides that owners of subdivided land may enter into written agreements to assume the share of drainage assessments that each should pay;

AND WHEREAS the owners of the following properties, as conditions attached to their severance applications, have agreed to the apportionment of drain maintenance responsibilities as outlined in Schedule 'A' attached hereto;

<u>Consent</u>	<u>Legal Description</u>
C51/18	Farmacdiceson & Reid Ltd - Lot 34 and 35 Con 11 (McKillop 380-011-0440000) Dodds Drain 32-1989
C79/18	1866025 Ontario Inc. Joe Terpstra - Lot 33 Con 14 (Grey 420-014-04000)- Baillie Main Drain 17-1980, Baillie West Branch 17-1980, Beauchamp Creek 4-1946, Beauchamp Creek 11-1970, Beauchamp Creek, 7-1976
C5/19	Carl and Valerie Bolton – South part lot 15 Con 9 (McKillop 380-009-01500)– Barron Drain 1-1933 and McCallum Winthrop Drain 9-1988
C10/19	William and Marlene Charters - Lot 22, Concession 3, London Road Survey, (Tuckersmith 160-023-03100), – William Charters Drain 33-1984 and Moore Drain 6-1972
C19/19	Ben & Courtney Dewar – Part Lot 10 Concession 1 (McKillop – 380-001-0330) – Cronin Drain 16-2006, Cronin Drain (Hibbert) 20-1990, Cronin Drain 16-1967, Downey Drain 50-1984
C26/19	Ken De Corte- Part Lot 28,29,30 Concession 2 (McKillop 380-002-05100) Coleman-Scott Drain 40-1971
C33/19	Anneke Los- Molesworth Meadows Ltd.- Lot 32 Concession 2 (Grey 420-002-03000) Coates Drain 39-1979 –Main, Closed and 'D' Drain and Coates Drain 4-1913

NOW THEREFORE the Council of the Municipality of Huron East enacts as follows:

1. The drain maintenance responsibilities for the balance of the aforesaid properties shall be apportioned as per Schedule 'A' attached hereto.
2. That this by-law shall come into force and take effect on the final date of passing thereof.

READ a first and second time this 17th day of December 2019.

READ a third time and finally passed this 17th day of December 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 90 FOR 2019
SCHEDULE 'A'**

In accordance with Section 65 (6) of the Drainage Act, R.S.O., 1990 as amended, the drain maintenance obligations of the following properties shall be apportioned as follows:

Subject Property	Drain	By-Law	Drainage Assessment	Revised Assessment	Legal Description
C51/18 Farmaediceson & Reid LTD.	Dodds	32-1989	213 Outlet	26.69	Part 1 PL-22R__
				186.31	Lot 34/35 Con 11
C79/18 1866025 Ontario Inc.- Joe Terpstra	Baillie Main Drain	17-1980	240 Outlet	33	Part 1 PL-22R__
	Baillie West Branch	17-1980	1575 Outlet	207 215	Lot 33, Con 14 Part 1 PL-22R__
	Beauchamp Creek	4-1946	72 Outlet	1360 10	Lot 33, Con 14 Part 1 PL-22R__
	Beauchamp Creek	11-1970	56 Outlet	62 2	Lot 33, Con 14 Part 1, PL-22R-__
	Beauchamp Creek	7-1976	212 Outlet	54 8	Lot 33, Con 14 Part 1, PL-22R-__
				204	Lot 33, Con 14
C5/19 Carl & Valerie Bolton	Barron Drain	1-1993	393 Outlet	23.78	Part 1 PL-22R__
	McCallum-Winthrop	9-1988	99 Outlet	369.22	Lot 15, Con 9
				2.97	Part 1 PL-22R__
				96.03	Lot 15, Con 9
C10/19 William & Marlene Charters	William-Charters	33-1984	305.20 Outlet	16.89	Part 1 PL-22R__
	Moore	6-1972	168	288.31	Lot 22, Con 3
				6.23	Part 1 PL-22R__
				161.77	Lot 22, Con 3
C 19/19 Ben & Courtney Dewar	Cronin	16-2006	37.2%	0.0039%	Part 1 PL-22R__
	Cronin (Hibbert)	20-1990	3594 Outlet	37.1961%	Lot 10, Con 1
				37.38	Part 1 PL-22R__
	Cronin	16-1967	477 Outlet	3556.62	Lot 10, Con 1
				15.12	Part 1 PL22R__
	Downey Main - Open	50-1984	3 Outlet	461.88	Lot 10, Con 1
				2.12	Part 1 PL-22R__
Main - Closed		87 Outlet	.88	Lot 10, Con 1	
			61.55	Part 1 PL-22R__	
Branch E		30 Outlet	25.45	Lot 10, Con 1	
			21.23	Part 1 PL-22R__	
			8.77	Lot 10, Con 1	

C 26/19 K & E DeCorte Farms LTD	Coleman-Scott	40-1971	190 Outlet	41.67	Part 1 PL-22R__
				148.33	Lot 30, Con 2
C 33/19 Anneke Los	Coates	39-1979	193 Outlet	5.64	Part 1 PL-22R__
	Main – Open			187.36	Lot 32, Con 2
	Main – Closed		178 Outlet	8.37	Part 1 PL-22R__
				169.63	Lot 32, Con 2
	“D” Drain		107 Outlet	5.03	Part 1 PL-22R__
				101.97	Lot 32, Con 2
	Coates	4-1913	132 Outlet	3.85	Part 1 PL-22R__
				128.15	Lot 32, Con 2

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 91 FOR 2019**

Being a by-law to appoint staff to a Community Safety and Well-Being Advisory Committee.

WHEREAS Section 11 (2) (1) of the Municipal Act, S.O. 2001, Chapter 25, as amended, authorizes municipalities to pass by-laws regarding the governance structure of the municipality and its local boards;

AND WHEREAS Section 143 (1) of the Police Services Act, R.S.O. 1990, c. P.15 as amended, requires municipalities to prepare and adopt a community safety and well-being plan;

AND WHEREAS Section 144 (2) of the Police Services Act, R.S.O. 1990, c. P.15 as amended, provides that community safety and well-being plans can be prepared individually or jointly in consultation with other municipal councils;

AND WHEREAS Section 145 (2) of the Police Services Act, R.S.O. 1990, c. P.15 requires municipalities jointly participating in the preparation of community safety and well-being plans to establish single advisory committees and further Section 145 (3) (6) requires the membership of the Committee to be either an employee of the municipality or a member of the municipal council;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That CAO Brad Knight be appointed as the Huron East representative to the joint Huron County Community Safety and Well-Being Advisory Committee.
2. That Accounts Payable Clerk Tricia Thompson be appointed as an alternate representative to the joint Huron County Community Safety and Well-Being Advisory Committee and shall be authorized to attend and participate in all meetings of the Committee in the absence of the CAO.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 17th day of December, 2019.

Read a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST**

BY-LAW NO. 92 FOR 2019

Being a by-law to repeal By-Laws 41-2001 and 21-2002 and to accept the transfer of responsibilities from the County of Huron with respect to Part 7 (Plumbing) and Part 8 (On-Site Sewage Systems) of the Ontario Building Code.

WHEREAS the County of Huron by resolution passed at the November 6th, 2019 session of Huron County Council, passed a resolution advising lower tier municipalities that the County of Huron, through the Huron County Health Unit, would no longer provide the Plumbing and Septic Program and that all responsibilities for plumbing and septic functions would be downloaded to the lower tier municipalities on December 31st, 2019;

AND WHEREAS Section 5 (3) of the Municipal Act, S.O. 2001, Chapter 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS pursuant to Section 9 of the Municipal Act, S.O. 2001, Chapter 5, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That By-Laws 41-2001 and 21-2002 are hereby repealed.
2. That all by-laws and/or resolutions of the former municipalities that now compose Huron East with respect to transferred responsibilities for plumbing and septic functions to the County of Huron, are hereby repealed.
3. That effective January 1st, 2020 the Municipality of Huron East will assume the responsibilities for Part 7 (Plumbing) and Part 8 (On-Site Sewage Systems) under the Ontario Building Code from the County of Huron.

Read a first and second time this 17th day of December, 2019.

Read a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 93 FOR 2019**

Being a by-law to repeal By-Law 31-2019.

WHEREAS, Section 27 of the Municipal Act, S. O. 2001, c. 25, as amended, gives a Municipality the authority to pass by-laws with respect to highways over which the Municipality has jurisdiction over;

AND WHEREAS, by virtue of By-Law 31-2019, the Council of the Municipality of Huron East temporarily suspended the provisions of By-Law 29-1993 of the former Township of Tuckersmith for the purposes of allowing two-way traffic on Front Street from VanEgmond Street to Kippen Road during the reconstruction of Kippen Road (County Road 12);

AND WHEREAS the reconstruction of Kippen Road (County Road 12) has been completed eliminating the need for detoured two-way traffic on Front Street from VanEgmond Street to Kippen Road;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East **ENACTS AS FOLLOWS:**

1. That By-Law 31 for 2019 is hereby repealed effective December 23rd, 2019.
2. That this by-law shall come into force and take effect on the date of final passing thereof.

READ a first and second time this 17th day of December, 2019.

READ a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 94 FOR 2019**

Being a by-law to authorize the extension of a lease agreement between the Corporation of the Municipality of Huron East and Dynacare Gamma Laboratories Partnership.

WHEREAS the Municipal Act, S.O. 2001, c.25, as amended, s. 8(1) contains broad authority to municipalities to enable municipalities to govern its affairs as it considers appropriate;

AND WHEREAS pursuant to Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS pursuant to Section 11(2)3 and 11(2)4 of the Municipal Act, S.O. 2001, c. 25, as amended, a municipality, acting within its sphere of jurisdiction may pass by-laws pertaining to the financial management of the municipality and matters pertaining to public assets of the municipality;

AND WHEREAS the Corporation of the Municipality of Huron East is the owner of lands described as Part Lot 24, Concession 1, McKillop/Seaforth Ward, designated as Part 1 on Plan 22R4906, known as 32B Centennial Drive;

AND WHEREAS the Council of the Municipality of Huron East by virtue of By-Law 76-2014 entered into a Lease Agreement with the Gamma-Dynacare Medical Laboratories to lease a portion of the building situated on Part Lot 24, Concession 1, McKillop/Seaforth Ward, designated as Part 1 on Plan 22R4906, known as 32B Centennial Drive;

AND WHEREAS the Corporation of the Municipality of Huron East is desirous of entering into a five year Lease Extension Agreement with Dynacare Gamma Laboratories Partnership;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. That the Mayor and CAO/Clerk are hereby authorized and instructed to enter into a Lease Agreement with Dynacare Gamma Laboratories Partnership, attached hereto as Schedule "A".
2. That By-Law 76-2014 is hereby repealed.
3. That this by-law shall come into force and take effect on the date of final passing thereof.

Read a first and second time this 17th day of December, 2019.

Read a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST BY-LAW NO. 95 - 2019

Being a By-law respecting Construction, Demolition, *Renovations, and Installation of structures* as well as Change of Use *and the permit requirements and inspection of such* within the boundaries of the Corporation of the Municipality of Huron East

WHEREAS Section 7 of the Building Code Act, S.O. 1992, Chapter 23 empowers a Council to pass certain by-laws respecting construction, *renovation, installation*, demolition and change of use permits and inspections.

AND WHEREAS pursuant to Section 11(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipalities may provide services that the municipality considers necessary or desirable for the public;

AND WHEREAS pursuant to Section 11(2) of the Municipal Act S.O. 2001, c.25, as amended, municipalities may pass by-laws for the health, safety and well-being of persons;

AND WHEREAS pursuant to Section 391(a) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality may pass by-laws imposing fees and charges on any class of persons for services and activities provided or done by or on behalf of it;

AND WHEREAS on November 6th, 2019, the Council of the Corporation of the County of Huron passed a resolution indicating that the County of Huron would no longer issue permits or perform inspections of plumbing or on-site sewage disposal systems under Parts 7 and 8 of the Building Code Act;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East passed By-Law 92-2019 being a by-law to accept the responsibilities of the Plumbing and Septic Program now being performed by the County of Huron Health Unit;

AND WHEREAS the Building Code, O.Reg. 403/97, Division C, Part 1, Article 1.9.1.2. states that before passing a by-law, regulation or resolution under Section 7 of the Act to introduce or change a fee imposed for applications for a permit or for issuance of a permit, the municipality shall hold at least one Public Meeting at which any person who attends has an opportunity to make representation with respect to the matter, and shall ensure 21 days notice of the Public Meeting;

AND WHEREAS the Council of the Corporation of the Municipality of Huron East is desirous of updating the Building By-Law to revise the building permit fee schedule and to include provisions for plumbing and on-site sewage permits and inspections;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East enacts as follows:

1. **SHORT TITLE** This By-law may be cited as the "Building By-law" of the Corporation of the Municipality of Huron East.

2. **DEFINITIONS**

2.1 "ACT" means the Building Code Act, S.O., 1992 as may be amended from time to time;

2.2 "AS CONSTRUCTED PLANS" means as constructed plans as defined in Section 1.1.3.2 of the Regulations;

2.3 "ARCHTECT" means a holder of a license, certificate of practice, or a temporary license under the Architect's Act as defined in the Building Code.

2.4 "BUILDING" means ~~a structure as defined in Section 1 (1) of the Act and shall include privately owned outdoor swimming pools;~~

a) a structure occupying an area greater than ten square meters consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including all plumbing, works, fixtures and services appurtenant thereto;

b) a structure occupying an area of ten square meters or less that contains plumbing, including the plumbing appurtenant thereto;

c) plumbing not located in a structure;

- d) a sewage system; or
 - e) structures designated in the Building Code.
- 2.5 “BUILDING CODE” means the regulations made under Section 34 of the Act;
- 2.6 “CHIEF BUILDING OFFICIAL” or “CHIEF OFFICIAL” means a chief building official or acting chief building official appointed by By-law of the Corporation of the Municipality of Huron East for the purpose of enforcement of the Act;
- 2.7 “CONSTRUCT” means to do anything in the erection, installation, extension or material alteration or repair of a building and includes the installation of a building unit fabricated or moved from elsewhere, and “construction” has a corresponding meaning;
- 2.8 “CORPORATION” means the Corporation of the Municipality of Huron East;
- 2.9 “DEMOLISH” means to do anything in the removal of a building or any material part thereof, and “demolition” has a corresponding meaning;
- 2.10 “FARM BUILDING” means a farm building as defined in Section 1.1.3.2 of the Regulations; and shall include any building, structure or part thereof for the storage of farm related products (1e, feed) or by-products (i.e., manure);
- 2.11 “FLOOR AREA” means the total area of all floors above grade measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the center line of firewalls. Where the building has no outside walls, the floor area shall be the greatest horizontal area of a building above grade. With reference to a new dwelling unit shall mean the total usable or habitable floor space of all storeys above grade (or below grade for an underground residence), but shall not include:
- a) any deck, porch, verandah or unenclosed walkway;
 - b) an attached garage
 - c) an unfinished basement, cellar or attic;
 - d) an unenclosed swimming pool, and;
 - e) any stairs, handicapped ramp or fire escape located on the exterior of the residence.
- 2.12 “FINAL OCCUPANCY” means when all outstanding items on a partial occupancy including grading have been completed.
- 2.13 “INSPECTORS” means an inspector appointed by By-law of the Corporation of the Municipality of Huron East **under Section 3 or 4.1 of the Act**;
- 2.14 “MUNICIPALITY” means the Municipality of Huron East;
- 2.15 “PERMIT” means written permission or written authorization from the Chief Building Official to perform work regulated by this By-law and the Act;
- 2.16 “PLUMBING” means ~~plumbing as defined in Section 1 (1) of the Act;~~ a drainage system, a venting system and a water system or parts thereof.
- 2.17 “PLUMBING SYSTEM” means a system of connected piping, fittings, valves, equipment, fixtures and appurtenances contained in plumbing.
- 2.18 “REGULATIONS” means the regulations made under the Act;
- 2.19 “SEWAGE SYSTEM” means ~~a sewage system as defined in Section 1.1.3.2 of the Regulations;~~
- a) a chemical toilet, an incinerating toilet, a recirculating toilet, a self-contained portable toilet and all forms of privy including a portable privy, an earth pit privy, a pail privy, a privy vault and a composting toilet system,
 - b) a greywater system,
 - c) a cesspool,
 - d) a leaching bed system, or
 - e) a system which requires or uses a holding tank for the retention of hauled sewage at the site where it is produced prior to its collection by a hauled sewage system,
- where these,

- f) have a design capacity of 10,000 liters per day or less,
- g) have, in total, a design capacity of 10,000 liters per day or less where more than one of these are located on a lot or parcel of land, and
- h) are located wholly within the boundaries of the lot or parcel of land on which is located the building or buildings they serve.

2.20 "URBAN CONSTRUCTION SITE" means any construction site in respect of which a permit has been issued for the construction or demolition of a building where the building is within the corporate limits of the former Villages Brussels, Walton, Ethel, Cranbrook, Molesworth, Henfren Slabtown, Winthrop, St. Columban, Dublin, Vanastra, Brucefield, Kippen, Egmondville, Harpurhey, and the former Town of Seaforth

2.21 Other terms used in this by-law are as defined in the Building Code Act

3. PERMITS

No person shall commence the construction, demolition, renovation, or installation of any structure or plumbing system or change the use of a building or cause a building or plumbing system to be constructed or demolished within the limits of the Municipality of Huron East prior to first obtaining a permit from the Chief Building Official

3.1 CLASSES OF PERMITS

Classes of permits and permit fees shall be as set out in Schedule "A" attached hereto and forming part of this By-law.

3.2 PERMIT APPLICATIONS

To obtain a permit the owner or an agent authorized in writing by the owner, shall file a **complete** application in writing by completing the prescribed form available at the office of the Municipality. The application form shall be as prescribed by the province.

3.2.1 BUILDING, CONDITIONAL AND DEMOLITION PERMITS

Every application for a permit shall be submitted to the Chief Building Official and shall contain the following information:

3.2.1.1 BUILDING

Where application is made for a building permit under subsection 8 (1) of the Act, the application shall;

3.2.1.1.1 Identify and describe in detail the work and occupancy to be covered by the permit for which application is made;

3.2.1.1.2 Describe the land on which the work is to be done, by description that will readily identify and locate the building lot;

3.2.1.1.3 Include complete plans and specifications as described in this By-law for the work covered by this permit and show the occupancy of all parts of the building;

3.2.1.1.4 State the valuation of the proposed work including materials, labour and equipment ;

3.2.1.1.5 State the names, addresses and telephone numbers of the owner, architect or engineer where applicable, or designer and the constructor;

3.2.1.1.6 Be accompanied by written acknowledgement of the owner that he/she has retained an architect or professional engineer to carry out the field review of the construction where required by the Act;

3.2.1.1.7 Be signed by the owner or his or her authorized agent who shall certify the truth of the contents of the application;

3.2.1.1.8 Be accompanied by other documentation pertinent to the application as deemed necessary by the Chief Building Official.

3.2.1.1.9 Include the required fee as prescribed in "Schedule A" of this by-law

3.2.1.2 DEMOLITION

Where application is made for a demolition permit under subsection 8(1) of the act, the application shall

3.2.1.2.1 Contain the information required by clause 3.2.1.1.1 to 3.2.1.1.9 of this by-law.

3.2.1.2.2 Be accompanied by proof that arrangements have been made with the proper authorities for disconnection and proper plugging of water, sewer, gas, electric, telephone or other utilities and services where applicable

3.2.1.3 CONDITIONAL

Where application has been made for a conditional permit under subsection 8 (3) of the Act, the application shall:

3.2.1.3.1 Contain the information required by clause 3.2.1.1.1 to 3.2.1.1.9 and subsection 3.2.1.3 of this By-law

3.2.1.3.2 Contain such other information, plans and specifications concerning the complete project as the Chief Building Official ~~or the plumbing inspector, as the case may be,~~ may require;

3.2.1.3.3 State the reasons that the applicant believes that unreasonable delays would occur if a conditional permit is not granted;

3.2.1.3.4 State the necessary approvals which must be obtained in respect of the proposed building and the time in which such approvals will be obtained;

~~3.2.1.3.5~~ State the time in which plans and specifications of the complete building will be filed with the Chief Building Official ~~or the plumbing inspector, as the case may be.~~

3.2.1.4 CHANGE OF USE PERMITS

Every application for a change of use permit issued under subsection 10 (1) of the Act, shall:

3.2.1.4.1 Describe the building in which the occupancy is to be changed, by a description that will readily identify and locate the building;

3.2.1.4.2 Identify and describe in detail the current and proposed occupancies of the building or part of the building for which the application is made;

3.2.1.4.3 Include plans and specifications which show the current and proposed occupancy of all parts of the building and which contain sufficient information to establish compliance with the requirements of the Building Code, including, without limiting the generality of the foregoing, floor plans, details of wall, ceiling and roof assemblies identifying required fire resistance ratings and load bearing capacities;

3.2.1.4.4 Be accompanied by the required fee;

3.2.1.4.5 State the name, address and telephone number of the owner;

3.2.1.4.6 Be signed by the owner or his or her authorized agent who shall certify the truth of the contents of the application.

3.2.1.5 SEWAGE SYSTEM PERMITS

For every application for a sewage system permit that is submitted to the chief building official or duly appointed designate, the application shall:

a) use the corporation's application form, "Application for a Permit to Construct or Demolish", said form being set out in Schedule 'B';

b) include complete plans, specifications, documents and other information as required under Sentence 1.3.1.3.(5) of Division C of the Building Code, as

amended and as described in this By-law for the work to be covered by this permit;

- c) include the name, address, telephone number and license number of the person installing the sewage system;
- d) where the person in (c) above requires a license under the Act and Building Code, the number and date of issuance of the license and the name of the qualified person supervising the work to be done under the sewage system permit.
- e) include a site evaluation which shall include the following prescribed information, unless otherwise specified by the chief building official or an appointed designate:
 - i) The date when the evaluation was done;
 - ii) The name, address and phone number and signature of the person who did the evaluation;
 - iii) A scaled map of the site showing the legal description (i.e. lot and concession, civic address), lot size, lot dimensions, existing easements and/or rights-of-way or utility corridors, the location of items listed in Column 1 of Tables 8.2.1.6.A., 8.2.1.6.B. and 8.2.1.6.C. of the Building Code, the location of the proposed sewage system, the location of any unsuitable, disturbed or compacted areas, the proposed access routes for system maintenance, the depth to bedrock, the depth to zones of soil saturation, soil properties, including soil permeability, and soil conditions, including the potential for flooding.
 - iv) Any other information as may be deemed to be required by the chief building official or appointed designated to determine compliance with the *Building Code Act* or other applicable law.
- f) Despite section 4.5.4, to the contrary, where a sewage system is found to be damaged, not functioning, failing, incorrectly placed, causing sewage and/or effluent seepage or not installed in accordance to the provisions of the Building Code, the owner or occupant of the property shall be advised by notice or other means and shall repair, correct, replace or maintain the sewage system in conformity with the Building Code.

3.2.1.6 PLUMBING PERMITS

For every application for a plumbing permit that is submitted to the chief building official or duly appointed designate, the application shall:

- a) use the corporation's application form, "Application for a Plumbing Permit", said form being set out in Schedule 'B';
- b) include the name, address, telephone number and license number of the person installing the plumbing;
- c) where the person in (b) above requires a license under the Act and Building Code, the number and date of issuance of the license and the name of the qualified person supervising the work to be done under the plumbing permit.

4. PLANS AND SPECIFICATIONS

4.1 CONSTRUCTION DRAWINGS

Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition, or change of use and/or plumbing will conform to the Act, the Building Code and any other applicable law.

Each application shall, unless otherwise specified by the Chief Building Official, be accompanied by two complete sets of plans and specifications required by this By-law.

Plans shall be drawn to scale on paper, cloth or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such drawings as set

out in Schedule "C" attached hereto and forming part of this By-law unless otherwise specified by the Chief Building Official.

4.2 REVISION TO PLANS

After issuance of a permit under the Act, notice of any change to a plan, specification, document or other information on the basis of which a permit was issued, must be given in writing, to the Chief Building Official together with the details of such change, which is not to be made without his or her written authorization.

4.3 SITE PLAN

Site plans shall, unless otherwise specified by the Chief Building Official, be referenced to an up-to-date survey and, when required to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of the survey shall be submitted to the Chief Building Official.

Site plans shall show:

- 4.3.1 Lot size and the dimensions of the property lines and setbacks to any existing or proposed buildings;
- 4.3.2 Existing and finished ground levels or grades;
- 4.3.3 Existing right-of-ways, easements, municipal services, overhead or underground utility wires or cables and any private or municipal drains both open and closed.
- 4.3.4 On any urban construction site within the Municipality a "Site Drainage Plan" prepared by a *qualified person* to the satisfaction of the Municipality shall be submitted with the plans. On any industrial or commercial site this "Site Drainage Plan" may be required to be prepared by a Certified Drainage Engineer.

4.4 INTENSIVE LIVESTOCK OPERATIONS

Where application is made for a farm building permit under subsection 8(1) of the Act the application is subject to Section 2.1.1.5 of the Building Code and shall be accompanied by the following.

- 4.4.1 The location and dimension of any existing or proposed buildings, farm buildings or structures on such lot.
- 4.4.2 The location of all existing buildings and structures within a 625 metre radius of the proposed farm building or structure, the separation distance and the use of the proposed farm building(s).
- 4.4.3 The location of the nearest watercourse, municipal / private drain (open or closed) to the proposed farm building(s).
- 4.4.4 Type and numbers of livestock, poultry or fur bearing animals existing and proposed on such lot.
- 4.4.5 Type, dimensions, and location of any existing or proposed waste storage facility.
- 4.4.6 Acres of arable land available.
- 4.4.7 An Approved On Site Sewage System Permit from ~~Huron County Health~~ Municipality of **Huron East** when washroom facilities are included in the project
- 4.4.8 A notice of approval from OMAFRA for a Nutrient Management Strategy or Plan requiring Provincial Approval. And a declaration that a Nutrient Management Strategy or Plan is in place for all others not requiring provincial approval

5. PAYMENT OF FEES

5.1 FEES

Fees for required permit shall be set out in Schedule "A" attached hereto and forming part of this By-law and are due and payable upon submission of an application for a

permit. An Application for a building or demolition permit under section 8(1) shall not be complete until all application fees are paid.

- 5.1.1 Where fees payable in respect of an application for a construction or demolition permit issued under Subsection 8 (1) of the Act or a conditional permit issued under Subsection 8 (3) of the Act are based on the cost of the proposed work. The cost of the proposed work shall mean the total cost of all work regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services.
- 5.1.2 Where fees payable in respect of an application for a construction or demolition permit issued under Subsection 8 (1) of the Act or a conditional permit issued under Subsection 8 (3) of the Act are based on floor area, floor area shall mean the total floor space of all stories above grade (or below grade for underground finished space) measured as the horizontal area between the exterior faces of exterior walls of the building provided that where application is made for a conditional permit, fees shall be paid for the complete project.
- 5.1.3 Where fees payable in respect of an application for a change of use permit issued under Subsection 10 (1) of the Act are based on floor area, floor area shall mean the total floor space of all stories subject to the change of use.
- 5.1.4 Where the building permit fee is based on actual construction costs the Chief Building Official may place a valuation on the cost of the proposed work for the purposes of establishing the permit fee and where disputed by the applicant, the applicant shall pay the required fee under protest and, within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the Chief Building Official shall issue a refund.
- 5.1.5 The fees payable in respect of an application for a plumbing permit are based on type of service, number of fixture units and/or linear length of service, and flat rate.
- 5.1.6 The fees payable in respect of an application for on-site sewage systems shall be a flat-rate fee.
- 5.1.7 The Chief Building Official shall determine fees not prescribed or included in Schedule "A".

5.2 REFUND OF FEES

In the case of withdrawal of all or a portion of the work or the non-commencement of any project, the Chief Building Official shall determine the amount of paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule "D" attached hereto and forming part of this By-law.

6. TRANSFER OF PERMITS

If the ownership of land changes, in respect to a permit issued under Subsection 8 (1), 8 (3) or 10 (1) of the Act, the permit may be transferred to the new owner of the lands provided the appropriate fee is paid to the Municipality and the new owner shall:

- 6.1 Provide in writing a declaration indicating assumption of responsibility for all requirements set out in the Building By-law as well as responsibility for all Building Code violations and/or orders issued to the transfer of the permit.
- 6.2 Provide as constructed plans, if required, as set out in Section 8 of this By-law.
- 6.3 Provide fencing, if required, as set out in Section 9 of this By-law.

7. PRESCRIBING FORMS

The forms prescribed for use shall be regulated by the Province of Ontario and the Chief Building Official.

8. AS CONSTRUCTED PLANS

The Chief Building Official may require that a set of as constructed plans of a building or structure, be filed with the municipality on completion of construction under such conditions as may be prescribed in section 2.4.6.1 of the Ontario Building Code.

9. FENCING

- 9.1 The person to whom a permit is issued in respect of construction or demolition which will take place at an urban construction site may be required to erect or cause to be erected and maintained, a fence enclosing the urban construction site in accordance with the provisions of this By-law.
- 9.2 Where there is fencing on or adjoining an urban construction site erected prior to the application for building or demolition permit in respect of that site, such fencing shall be deemed to be in compliance with this By-law provided it is extended along the perimeter of the urban construction site as determined by the Chief Building Official and the extended fencing is erected in accordance with the provisions of this By-law.
- 9.3 Notwithstanding the provisions of Section 9.1 and Section 9.2, of this By-law, to the contrary, the requirements of this By-law do not apply where a permit has been issued prior to the passing of this By-law.
- 9.4 The height of every fence shall be a minimum of 1.2 metres and a maximum of 1.8 metres, to be measured from the highest adjacent ground.
- 9.5 Every fence required under this By-law shall be located on the perimeter of the urban construction site as determined by the Chief Building Official and constructed as follows:
- 9.5.1 If of chain link construction, the chain link shall be fastened to a 1 ½" (39 mm) diameter metal bar which is securely fastened to metal posts at not over 3 metres on centre and embedded into the ground to provide a rigid support;
- 9.5.2 If of wood construction, the exterior face shall be a minimum of ½" (13 mm) exterior grade plywood, particle board or equivalent material that will not provide footholds for climbing. The facing shall be supported by a minimum 1 ½" (38 mm) by 3 ½" (90 mm) size posts spaced not more than 3 metres on centre and embedded into the ground to provide rigid support;
- 9.5.3 If the fence is of the snow fence or plastic mesh type, the fencing shall be securely fastened to T-bar posts spaced not more than 3 metres on centre and embedded into the ground to provide rigid support;
- 9.5.4 Other materials or methods may be substituted provided that there is an equivalent barrier between properties and an equivalent degree of safety provided.
- 9.6 The fence may provide for openings sufficient to accommodate construction vehicles, machines and any other equipment providing services to the urban construction site, provided these openings are closed off when the site is shut down for the day.

10. EQUIVALENTS

Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an equivalent material, system or building design for which authorization under Subsection 9 of the Act is requested, the following information shall be provided:

- 10.1 A description of the proposed material, system or building design for which authorization under Subsection 9 of the Act is requested;
- 10.2 Any applicable provisions of the Building Code;
- 10.3 Evidence that the proposed material, system or building design will provide the level of performance required by the Building Code.

11. NOTICE REQUIREMENTS FOR INSPECTIONS

The owner or an authorized agent of the owner shall notify the Chief Building Official at least 48 hours prior to each stage of construction for which notice in advance is required under section 2.4.5 of the Building Code.

12. PLUMBING

~~The Corporation of the County of Huron shall be responsible for all aspects of plumbing under Part 7 of the Building Code.~~

VALIDITY

Should any Section or part of a Section of this By-law or schedules hereto be declared by a court of competent jurisdiction to be invalid, the same shall not affect the provisions of this By-law as a whole or any part other than the part declared to be invalid.

13. SEWAGE DISPOSAL

~~The Corporation of the County of Huron shall be responsible for all aspects of On Site Sewage Systems under section 8 of the Building code~~

CONFLICT

In the event of a conflict between this By-law and any amendments thereto, and any general or special By-law, legislation or regulation, the most restrictive legislation, regulation or other By-law shall prevail.

14. SEVERABILITY

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 B-law as a whole or any part thereof, other than the part so declared to be invalid

15. PENALTY

Every person or corporation who contravenes any provisions of this By-law is guilty of an offence and upon conviction under the provisions of the *Provincial Offences Act* is liable to a fine and/or other penalty imposed under Section 36 of the Act.

16. REPEAL CLAUSE

All previous building by-laws of the Municipality of Huron East and of the former municipalities namely Brussels, Grey, McKillop, Seaforth and Tuckersmith forming the Municipality are hereby repealed.

By-Laws 2-2007 and 16-2012 are hereby repealed. By-Law 62-2019 is hereby amended by replacing Schedule B-2 with Schedule "A" attached hereto. For the purposes of By-Law 62-2019, Building By-law fees shall continue to be referenced as Schedule "B-2".

17. DATE AND EFFECT

This By-law shall take effect on the final passing by the Council of the Corporation of the Municipality of Huron East.

READ A FIRST TIME THIS 17TH DAY OF DECEMBER, 2019.

READ A SECOND TIME THIS 17TH DAY OF DECEMBE, 2019

READ A THIRD TIME AND FINALLY PASSED THIS DAY OF JANUARY, 2020.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk

MUNICIPALITY OF HURON EAST
BY-LAW NO. FOR 2019
SCHEDULE "A"
Fees for Protection to Persons and Property

<u>Class of Permit</u>	<u>Fee</u>
a) New Residential and Additions thereto	\$60.00 \$100.00 plus \$0.40 \$0.70 per square foot of gross floor area including attached garages, porches, covered verandas and covered sundecks plus \$0.25 per square foot for basements and uncovered sundecks
b) Mobile Homes	\$60.00 \$100.00 plus \$0.20 \$0.35 per square foot
c) New Commercial, Industrial, Institutional and additions thereto	\$60.00 plus \$7.00 per \$1,000.00 of total construction costs
d) New farm buildings and additions thereto	\$60.00 \$100.00 plus \$0.20 \$0.25 per square foot of gross floor area plus \$400.00 for liquid manure storage under barns
e) New Accessory Buildings over 108 square feet and additions thereto	\$60.00 \$100.00 plus \$0.20 \$0.35 per square foot of gross floor area.
f) Manure Storage Facilities (Liquid) round (free standing) Rectangular or square Liquid tanks	\$60.00 plus \$6.00 per foot of dia. \$60.00 plus \$1.00 per foot of tank Perimeter Minimum for round, square or rectangular manure tanks \$400.00
dry manure storage facilities	\$60.00 plus \$.20 per square foot of gross floor area of structure
g) Silos – Tower or Bunker(with no roof)	\$300.00
h) Steel Granary	\$125.00 \$150.00
i) Swimming Pools in ground Permanent above ground pools	\$150.00 \$75.00
j) Occupancy Permit (Where a Building Permit has not been issued)	\$60.00 plus \$35.00 per hour
k) Inspection only – No Permit	\$60.00 plus \$35.00 per hour
l) Renovations	\$60.00 \$100.00 plus \$7.00 per \$1,000.00 of actual construction costs
m) Demolitions	\$100.00 flat fee Returned after clean up to the satisfaction of the CBO
n) Change of Use Permit	\$60.00 plus \$7.00 per \$1,000.00 of actual construction costs
o) Sun Decks over 108 sq. ft. with no roof	\$60.00 \$100.00 plus \$.25 per sq ft
p) Stand alone Chimneys, wood stoves, Masonry fireplaces, factory built Fireplaces	\$60.00 Plus \$7.00 per \$1,000.00 of actual Construction costs

- q) Green Houses (permanent) \$60.00 plus \$7.00 per \$1,000.00 of actual construction costs
- r) Wind generators \$60.00 plus \$15.00 per \$1,000.00 of actual construction costs of the base and tower supporting the generator. **footings, foundation and the tower but excludes the generator and blades**
- s) Communication Towers over 60 Ft high \$60.00 plus \$7.00 per \$1,000.00 of Actual Construction costs of structure
- t) Tents over 60 sq metres \$60.00
(fee may be waived for non profit organizations.)
- u) Signs \$35.00 per sign
- v) Any construction not listed above that may require a permit. \$60.00 plus \$7.00 per \$1000.00 of actual construction costs
- w) Solar panels located on a building \$60.00 plus \$.15 per sq ft of solar panels installed
- x) Roof cladding, eaves troughs, and siding of a building which does not involve structural changes. No Permit Required

y) Sewage Systems	
Class 2 System	\$288.00
Class 4 System	\$621.00
Class 4 Tertiary System	\$725.00
Class 5 System	\$725.00
Addition/Repair to Existing System	\$303.00

z) Plumbing Permits	
Total Fixture Units	\$12.00 per fixture unit
Sewer and/or Water connections	\$131.00 for first 30m and \$3.15 for each additional 30m
Storm Sewer Connections	\$131.00 for first 3m and \$2.00 per linear m exceeding 30m
Catch Basin	\$11.00 flat
Testable Backflow Devices	\$78.00 per unit
Rain Water Leader	\$2.00 per linear m
Roof Drains	\$11.00 per unit
Main Building Drain	\$2.00 per linear m
Fire/Water Service	\$131.00 for first 30 m \$2.00 per linear m exceeding 30 m

~~NOTE: Actual construction costs include all Labor, materials, professional fees (such as Architects and engineers fees), excavating, landscaping, demolition And other associated costs.~~

~~NOTE: Wind generator costs are the cost of the footings and foundation as well as the cost of the tower not including the blades and Generator.~~

NOTE: For permits based on "actual construction costs", all construction costs shall include demolition, labour, materials, professional fees, excavating and site grading.

**SCHEDULE "B" TO BY-LAW NO. 95 /2019
PRESCRIBED FORMS**

FORM 1	Application to permit construction/demolition /conditional	provincial form
FORM 2	Construction Permit	M, W, Form # 302
FORM 3	Conditional Permit	M, W, Form # 303
FORM 4	Demolition Permit	M, W, Form # 304
FORM 5	Application to permit change of use	M, W, Form # 301
FORM 6	Change in Use Permit	M, W, Form # 305
FORM 7	Order to Comply	provincial form
FORM 8	Stop Work Order	provincial form
FORM 9	Order Not to Cover or Enclose	provincial form
FORM 10	Order to Uncover	provincial form
FORM 11	Order Requiring Tests and Samples	provincial form
FORM 12	Completion Notice	Huron East form
FORM 13	Order to Remedy an Unsafe Building	M, W, Form # 309
FORM 14	Order Prohibiting use or Occupancy of Unsafe Building	M, W, Form # 310

SCHEDULE “C” TO BY-LAW NO. 95 /2019

LIST OF PLANS OR WORKING DRAWINGS TO ACCOMPANY A COMPLETE APPLICATION

1. Site Plans.
2. A current survey may be required
3. Site Drainage Plans for any Urban, Industrial or Commercial construction sites.
4. Foundation Plans with BCIN (Building Code Identification Number)
5. Floor Plans with BCIN
6. Sections and Details with BCIN
7. Building Elevations with BCIN
8. Stamped Shop drawings for any prefabricated components used in the construction.
E.g. Truss drawings etc.
9. Structural plans stamped by an Engineer for any structure in excess of 600 square metres in gross floor area and for any liquid manure storage facility of any size.
10. In the case of livestock housing barns an approved Nutrient Management Plan or strategy including all certificates, approvals and reviews as required by the provincial regulations
- ~~11. A copy of the approved On Site Sewage Permit issued by Huron County Health Unit.~~
12. Other plans or documentation as requested by the Huron East CBO.

**SCHEDULE “D” TO BYLAW NO 95 / 2019
REFUND OF FEES**

STATUS OF APPLICATION	PERCENTAGE OF FEE ELIGIBLE FOR REFUND
Application filed. No processing or Review of plans submitted	90%
Application filed. Plans reviewed and Permit issued	60 – 80%
Additional deduction for each field Inspection that has been performed	10%
Permits issued valued at \$50.00 or less	0%

No refund shall be given unless a written request has been made by the owner or authorized agent and unless the permit is returned to the Chief Building Official or the Municipal Clerk for cancellation.

No refund shall be made where the Chief Building Official has revoked a permit under Subsection 8 (10) of the Act.

Sewage and Plumbing Permits – Permit issued but no field inspections	50%
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**THE CORPORATION
OF THE
MUNICIPALITY OF HURON EAST
BY-LAW NO. 96 FOR 2019**

Being a by-law to confirm the proceedings of the Council of
the Corporation of the Municipality of Huron East.

WHEREAS, the Municipal Act, S. O. 2001, c. 25, as amended, s. 5 (3) provides municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, the Municipal Act, S. O. 2001, c.25, as amended, s. 8 provides a municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Municipality of Huron East at this meeting be confirmed and adopted by By-Law;

NOW THEREFORE the Council of the Corporation of the Municipality of Huron East
ENACTS AS FOLLOWS:

1. The action of the Council of the Corporation of the Municipality of Huron East, at its meeting held on the 17th day of December, 2019 in respect to each recommendation contained in the Reports of the Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Municipality of Huron East at these meetings, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. The Mayor and the proper officials of the Corporation of the Municipality of Huron East are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Municipality of Huron East referred to in the proceeding section hereof.
3. The Mayor and the Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of the Municipality of Huron East.

READ a first and second time this 17th day of December, 2019.

READ a third time and finally passed this 17th day of December, 2019.

Bernie MacLellan, Mayor

Brad Knight, CAO/Clerk