

THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA



Date: Tuesday, April 18, 2017
Time: 7:00 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

Pages

1.	CALL TO ORDER	
2.	CONFIRMATION OF THE AGENDA	
	<i>THAT the Council of the Township of North Huron; accept the Agenda for the April 18, 2017 Council Meeting; as presented.</i>	
3.	DISCLOSURE OF PECUNIARY INTEREST	
4.	CONSENT AGENDA	
	<i>THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.4;</i>	
	<i>AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1	Minutes	
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5.	PUBLIC MEETINGS/HEARINGS AND DELEGATIONS	
5.1	Court of Revision - Jackson and Schultz Municipal Drains 2017	
	<i>THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at ... p.m. to enter a Court of Revision meeting for the Jackson and Schultz Municipal Drains 2017.</i>	
	<i>THAT The Council of the Township of North Huron reconvene the Regular Council meeting at ... p.m.</i>	
5.2	14/19 Project Update / Canadian Centre for Rural Creativity	69
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6.1	Clerks Department	
6.1.1	Consent Application Report - File #B10-2017	89
	Owner: Matthew and Lucas Sproul; Applicant: Linda Wagner, Part Lot 42, Concession 14, East Wawanosh Ward, Township of North Huron.	

THAT the Council of the Township of North Huron hereby recommends approval of the Consent Application File #B10-2017, Owner: Matthew and Lucas Sproul; Applicant: Linda Wagner, Part Lot 42, Concession 14, East Wawanosh Ward, Township of North Huron with the following conditions:

Expiry Period

√ Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of decision.

Municipal Requirements

√ All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, and any related requirements, financial or otherwise.

√ The sum of \$500 be paid to the Township as cash-in-lieu of parkland.

Survey

√ Provide to the satisfaction of the County and the Township:

- a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and*
- b) a reference plan based on the approved survey*

Merging

√ The severed land merge on title with the abutting property to the east upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.

√ A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties, indicating that:

- a) the severed land and the abutting property to the east will be consolidated into one P.I.N. under the Land Titles system; or*
- b) where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.*

- 6.2 Finance Department
- 6.3 Recreation and Facilities Department
- 6.4 Public Works / Utilities Department
- 6.5 Fire Department of North Huron

6.6	Building Department	
6.6.1	Regulate the Discharge of Guns or Firearms	94
	<p><i>THAT the Council of the Township of North Huron hereby accepts the Chief Building Official's report on the Discharge of Guns or Firearms in Urban Areas for information purposes;</i></p> <p><i>AND FURTHER THAT the Clerk be directed to prepare the by-law for authorization by the Reeve and Clerk at the May 1, 2017 Council Meeting.</i></p>	
6.7	CAO	
6.7.1	Extension of Draft Plan Approval - Plan of Subdivision, Wingham Creek A2A Development	102
	<p><i>THAT the Council of the Township of North Huron hereby support a two-year extension of draft plan approval of Plan of Subdivision File 40T1200001 with the addition of new conditions for performance measures, including;</i></p> <ol style="list-style-type: none"><i>1. that Phase 1 of the plan of subdivision must be registered within the extension period and;</i><i>2. that the applicant shall reimburse the Township of North Huron for all third party review expenses accrued to date;</i> <p><i>AND FURTHER THAT the specific wording of the condition(s) be drafted by the Township Solicitor and shall be brought back for review by Council at the May 1st 2017 Council meeting.</i></p>	
6.7.2	Cross Border Services Agreement	112
	<p><i>THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a proposed amendment to the Cross Border Servicing Agreement for information purposes;</i></p> <p><i>AND FURTHER THAT Council denies the request by Morris Turnberry to add vacant Morris Turnberry properties to the Cross Border Servicing Agreement without a specific servicing request that would allow North Huron Council to determine whether the proposed development can be accommodated by North Huron systems;</i></p> <p><i>AND FURTHER THAT Council denies the request by Morris Turnberry to amend the wording in Schedule F of the Draft Cross Border Services Agreement, however North Huron shall consider formal requests to amend the annual Partnership Contributions, if the request is received by North Huron prior to the passing of the North Huron budget in the given year.</i></p>	
7.	CORRESPONDENCE	
7.1	Westario Power Shareholders Resolution	133
	<p><i>THAT the Council of the Township of North Huron hereby authorizes the Reeve and Clerk to sign the "Special Resolution of the Shareholders - Confirmation of Directors" prepared by Westario Power Inc.</i></p>	

7.2	Wingham Hitmen Fastball Team re Annual Hitmen Co-ed Slo-Pitch Tournament request to proclaim as a Municipal Significance Event and request a Noise By-law Extension.	137
	<i>THAT the Council of the Township of North Huron hereby supports the Wingham Hitmen Fastball Team in making application to the LCBO for a Special Occasion Permit to hold a beer garden at Riverside Park and Libro Field in conjunction with the Slo-Pitch tournament to be held on July 14, 15 & 16, 2017;</i>	
	<i>AND FURTHER THAT Council proclaims the event of Municipal Significance;</i>	
	<i>AND FURTHER THAT Council authorizes an exemption to Noise Control By-law 20-2009, extending the Noise By-law from 11:00 p.m. to 1:00 a.m. on the dates of July 14 and 15, 2017.</i>	
7.3	Barn Dance Historical Society request for exemption from the security provisions for the 20th Annual Barn Dance Campout Jamboree being held May 25-28, 2017 at the Blyth Campground.	138
	<i>THAT the Council of the Township of North Huron hereby waives the requirement for off-duty police officers or private security company personnel during alcohol service, required in the Municipal Alcohol Policy, for the upcoming Barn Dance Campout Jamboree to be held at the Blyth Community Centre on May 25, 26, 27 and 28, 2017.</i>	
7.4	2017 International Plowing Match & Rural Expo, Public Event Request for Liquor License	139
	<i>THAT the Council of the Township of North Huron hereby supports the International Plowing Match Executive in making application to the LCBO for a Special Occasions Permit to hold a beer garden at the Westcast Community Complex in conjunction with the IPM Event June 10, 2017;</i>	
	<i>AND FURTHER THAT the event be proclaimed as an event of Municipal Significance.</i>	
8.	COUNCIL REPORTS	
8.1	REEVE ACTIVITY REPORT	
8.2	COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)	
8.3	REQUESTS BY MEMBERS	
9.	NOTICE OF MOTION	
10.	BY-LAWS	
10.1	By-law No. 33-2017	141
	Being a by-law to adopt a StopGap Policy for the Corporation of the Township of North Huron.	
	<i>THAT By-law No. 33-2017; Being a by-law to adopt a StopGap Policy for the Corporation of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.</i>	
11.	ANNOUNCEMENTS	
12.	OTHER BUSINESS	

13. CLOSED SESSION AND REPORTING OUT

THAT the Council of the Township of North Huron hereby proceeds at ... pm. to an In-Camera Session (Closed to the Public) to discuss the following:

- A proposed or pending acquisition or disposal of land by the municipality or local board (Wingham Property);*
- Personal matters about an identifiable individual, including municipal or local board employees (Administration Staff).*

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at ... pm.

THAT the Council of the Township of North Huron hereby confirm the direction given to staff, in Closed Session.

13.1 Wingham Property

13.2 Administration Staff

14. CONFIRMATORY BY-LAW

14.1 By-law No. 34-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron. 146

THAT By-law 34-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

15. ADJOURNMENT

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at pm.

MINUTES OF THE TOWNSHIP OF NORTH HURON
REGULAR COUNCIL MEETING



Date: Monday, April 3, 2017
Time: 7:04 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: Reeve Neil Vincent
Deputy Reeve James Campbell
Councillor Ray Hallahan
Councillor Yolanda Ritsema-Teeninga
Councillor Trevor Seip
Councillor Brock Vodden
Councillor Bill Knott

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Jeff Molenhuis, Director of Public Works
Kirk Livingston, CBO/Property Standards/Zoning
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Bill Dietrich, Dietrich Engineering Limited
Denny Scott, Citizen
Kelsey Dunbar, Advance Times
Bryce Toll, Vaughn Toll, Margaret Vincent, Cathy Ritsema,
Merle Underwood, Wendy Herbert, Bob Raper, Dirk
Nauwelaerts, Wayne Cantelon

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:04 pm.

2. CONFIRMATION OF THE AGENDA

M160/17

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron; accept the Agenda for the April 3, 2017 Council Meeting; as amended to remove Notice of Motion Item 9.1.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

3.1 Councillor Seip - Bills and Accounts

Declared a conflict on Item 4.2.1 due to a cheque being payable to his spouse, who is an employee in the Child Care department.

4. CONSENT AGENDA

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held March 20, 2017

4.1.2 Minutes of the Budget Meeting held March 27, 2017

4.1.3 North Huron Police Services Board Minutes February 21, 2017

4.1.4 Health & Safety Committee Meeting Minutes January 26, 2017

4.2 Reports

4.2.1 Bills and Accounts

4.2.2 Clerk's Department Report 03-04-17 (Department Update)

4.2.3 Recreation and Facilities Report 03-04-17 (Department Update)

4.2.4 Public Works Report 03-04-17 (Department Update)

4.3 Correspondence

M161/17

MOVED BY: B. Vodden

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby adopts Consent Items 4.1.1 to 4.1.2;

AND FURTHER THAT all other Consent Items be received for information.

CARRIED

5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

5.1 Bill Dietrich, Dietrich Engineering Limited - Jackson and Schultz Municipal Drains 2017

Bill Dietrich, Dietrich Engineering Limited, reported to Council that the tenders received for the Jackson and Schultz Municipal Drains 2017 are approximately 30% less than estimated.

5.2 Court of Revision - Jackson and Schultz Municipal Drains 2017

M162/17

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at 7:06 p.m. to enter a Court of Revision meeting for the Jackson and Schultz Municipal Drains 2017.

CARRIED

M163/17

MOVED BY: J. Campbell

SECONDED BY: R. Hallahan

THAT The Council of the Township of North Huron reconvene the Regular Council meeting at 8:10 p.m.

CARRIED

5.2.1 Tender Results - Jackson and Schultz Municipal Drains 2017

M164/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby award the contract on the Jackson and Schultz Drains 2017 to Robinson Farm Drainage Limited subject to the third reading of By-law No. 16-2017 Being a By-law to Provide for a Drainage Works for the Jackson and Schultz Municipal Drains 2017.

CARRIED

5.3 Cathy Ritsema - Alzheimer Society of Huron County

Cathy Ritsema, Executive Director delivered a presentation on behalf of the Alzheimer Society of Huron County detailing the programs offered in North Huron.

Ms. Ritsema introduced three volunteers in attendance Merle Underwood, Bob Raper and Wendy Herbert.

Ms. Ritsema noted that the Alzheimer Society of Huron County delivers a variety of programs some offered at Wingham and District Hospital and others at their satellite office in Wingham through a partnership with the North Huron Family Health Team.

Ms. Ritsema noted that the Alzheimer Society of Huron County is offering a Minds in Motion program which runs February through April 2017 at the North Huron Westcast Community Complex as well as a Walk for Alzheimer's event taking place on Saturday May 13th, 2017.

Merle Underwood spoke regarding Picks disease and emphasized that education regarding the disease is important.

Ms. Ritsema, Mr. Raper, Ms. Underwood and Ms. Herbert were thanked and departed.

6. REPORTS

6.1 Clerks Department

6.2 Finance Department

6.3 Recreation and Facilities Department

6.4 Public Works / Utilities Department

6.4.1 StopGap Policy

M165/17

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby accepts the StopGap Program Report for information purposes;

AND FURTHER THAT the Council of the Township of North Huron approve and adopt the "StopGap Ramp Policy" for use in North Huron.

CARRIED

6.4.2 Streetlight LED Conversion Report - LAS-RealTerm Proposal

M166/17**MOVED BY:** T. Seip**SECONDED BY:** J. Campbell

THAT the Council of the Township of North Huron hereby receive the report of the Director of Public Works regarding LED Streetlight Conversion

Program – LAS/RealTerm Energy Proposal for information;

AND FURTHER THAT Council approve the execution of a Letter of Engagement with LAS and their service partner RealTerm Energy for the audit, design, upgrade, and energy performance of LED streetlights as detailed in their proposal;

AND FURTHER THAT Council approve the project funding from the Water and Sewer reserves for approximately \$530,000, with savings from the reduced energy costs of streetlights being allocated back to the Water and Sewer reserves for the full amount of borrowing;

AND FURTHER THAT Council direct staff, following completion of the borrowing term, to continue streetlight revenues on trend with current rates and redirect the surplus into a Roads reserve.

CARRIED

6.4.3 Water and Wastewater Annual Reports

M167/17**MOVED BY:** B. Vodden**SECONDED BY:** B. Knott

THAT the Council of the Township of North Huron hereby receive the 2016 Water and Wastewater Annual Reports for Blyth and Wingham systems produced by Veolia Water Canada for information purposes.

CARRIED

6.4.4 Public Works Garbage and Recycling RFP Award

M168/17

MOVED BY: J. Campbell

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby receive the Director of Public Works report regarding Garbage and Recycling Curbside Collection RFP Results;

AND FURTHER THAT the Council of the Township of North Huron hereby directs the Director of Public Works to engage the public on the preferred Option B - Bi-weekly Curbside Collection for Garbage and Recycling and other associated potential impacts or initiatives with that option;

AND FURTHER THAT Council hereby directs the Director of Public Works to report back to Council with the results and a firm recommendation for contract award;

AND FURTHER THAT the Director of Public Works be directed to engage in a detailed service and rate review for the solid waste operation, and develop a plan to reduce the impact of solid waste to taxation.

CARRIED

6.5 Fire Department of North Huron

6.6 Building Department

6.7 CAO

6.7.1 Draft Cross Border Agreement Amendment

M169/17

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding an amended Cross Border Servicing Agreement with the Municipality of Morris Turnberry for information purposes;

AND FURTHER THAT Council approves the amendments to the Agreement as presented in the draft document;

AND FURTHER THAT the Clerk is instructed to prepare a by-law to authorize the amended Agreement, after it has been ratified by Morris Turnberry Council.

CARRIED

7. CORRESPONDENCE

8. COUNCIL REPORTS**8.1 REEVE ACTIVITY REPORT**

Reeve Vincent reported taking note of accessibility features and options while on a recent vacation.

Reeve Vincent compared the accessibility options he observed to those available in Huron County and commended the Huron County Accessibility Committee on the work that they do to promote accessibility.

8.2 COUNCIL MEMBER REPORTS (Verbal or written updates from members who sit on boards/committees)

Councillor Vodden reported attending the CHIPS Road Safety Forum on March 23 2017 in Holmesville and noted that the information presented was good and that support for the event from the various organizations and groups involved was excellent.

8.3 REQUESTS BY MEMBERS**9. NOTICE OF MOTION****10. BY-LAWS****10.1 By-law No. 28-2017**

A by-law to appoint Statutory Officials to the Corporation of the Township of North Huron, as amended.

M170/17

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT by-law No. 28-2017; being a by-law to appoint Statutory Officials to the Corporation of the Township of North Huron as amended; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.

CARRIED

10.2 By-law No. 29-2017

A by-law to amend By-law No. 19-2015, being a By-law respecting Construction, Demolition and Change of Use Permits and Inspections

M171/17

MOVED BY: J. Campbell

SECONDED BY: B. Knott

THAT by-law No. 29-2017; being a by-law to amend By-law No. 19-2015, being a By-law respecting Construction, Demolition and Change of Use Permits and Inspections; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.

CARRIED

10.3 By-law No. 30-2017

A by-law to amend Schedule "C" to By-Law No. 09-2017, being a by-law to establish fees and charges for the Township of North Huron

M172/17

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT By-law No. 30-2017; being a by-law to amend Schedule "C" and Schedule "L" to By-Law No. 09-2017, being a by-law to establish fees and charges for the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law Book.

CARRIED

11. ANNOUNCEMENTS

12. OTHER BUSINESS

Councillor Knott requested that the Court of Revision reconvene to accept further information received from an assessed landowner.

The Court was unable to reconvene as all the affected landowners on the Jackson and Schultz Municipal Drains 2017 were not in attendance.

13. CLOSED SESSION AND REPORTING OUT**M173/17****MOVED BY:** T. Seip**SECONDED BY:** B. Vodden

THAT the Council of the Township of North Huron hereby proceeds at 9:14 pm. to an In-Camera Session (Closed to the Public) to discuss the following:

- A proposed or pending acquisition or disposal of land by the municipality or local board (Wingham Property)*
- proposed or pending acquisition or disposal of land by the municipality or local board (Blyth Property)*

CARRIED**M174/17****MOVED BY:** T. Seip**SECONDED BY:** B. Vodden

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:52 pm.

CARRIED**M175/17****MOVED BY:** T. Seip**SECONDED BY:** Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby confirm the direction given to staff, in Closed Session.

CARRIED**14. CONFIRMATORY BY-LAW**

- 14.1 By-law No. 31-2017, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M176/17**MOVED BY:** B. Knott**SECONDED BY:** R. Hallahan

THAT By-law 31-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

15. ADJOURNMENT

M177/17

MOVED BY: J. Campbell

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron agree that there being no further business before Council; the meeting be hereby adjourned at 9:53 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON
PUBLIC MEETING



Date: Monday, April 3, 2017
Time: 7:01 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: Reeve Neil Vincent
Deputy Reeve James Campbell
Councillor Ray Hallahan
Councillor Yolanda Ritsema-Teeninga
Councillor Trevor Seip
Councillor Brock Vodden
Councillor Bill Knott

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Jeff Molenhuis, Director of Public Works
Kirk Livingston, CBO/Property Standards/Zoning
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Bill Dietrich, Dietrich Engineering Limited
Denny Scott, Citizen
Kelsey Dunbar, Advance Times
Bryce Toll, Vaughn Toll, Margaret Vincent, Cathy Ritsema,
Merle Underwood, Wendy Herbert, Bob Raper, Dirk
Nauwelaerts, Wayne Cantelon

1. Call to Order

Reeve Vincent called the meeting to order at 7:01 pm.

2. Declaration of Pecuniary Interest

None declared.

3. Accept or Amend Agenda

M158/17

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron accept the Agenda for the April 3, 2017 Public Meeting of Council, as presented.

CARRIED

4. Purpose of the Public Meeting

To review and consider changes to Schedule “A” of By-law No. 19-2015 - Being a By-law Respecting Construction, Demolition and Change of Use Permits and Inspections.

Kirk Livingston, Chief Building Official, noted that the required 21 day notice period has lapsed and that no comments were received from the public.

5. Public Gallery Questions and/or Comments

No comments were received from Council.

No comments were received from the public in attendance.

6. Adjournment

M159/17

MOVED BY: B. Vodden

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby agree that there being no further business for the Public Meeting of Council, that the meeting be adjourned at 7:04pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON
COURT OF REVISION



Date: Monday, April 3, 2017
Time: 7:08 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: James Campbell
Ray Hallahan
Bill Knott

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Jeff Molenhuis, Director of Public Works
Kirk Livingston, CBO/Property Standards/Zoning
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Neil Vincent, Reeve
Yolanda Ritsema-Teeninga, Councillor
Trevor Seip, Councillor
Brock Vodden, Councillor
Bill Dietrich, Dietrich Engineering Limited
Denny Scott, Citizen
Kelsey Dunbar, Advance Times
Bryce Toll, Vaughn Toll, Margaret Vincent, Cathy Ritsema,
Merle Underwood, Wendy Herbert, Bob Raper, Dirk
Nauwelaerts, Wayne Cantelon

1. Members of the Court of Revision

M115/17

MOVED BY: B. Vodden

SECONDED BY: Y. Ritsema-Teeninga

THAT the Members for the Court of Revision for the Jackson and Schultz Municipal Drains 2017 consists of three members: Deputy Reeve James Campbell, Councillor Ray Hallahan, and Councillor Bill Knott.

CARRIED

Council Members who are not on the Court of Revision – please push back from the Council Table.

2. Appoint Chairperson

COR01/17

MOVED BY: R. Hallahan

SECONDED BY: B. Knott

THAT the Chairperson for the Court of Revision for the Jackson and Schultz Municipal Drains 2017 be Bill Knott.

CARRIED

3. Chairperson - Open the Court of Revision

Chair Bill Knott declared the Court of Revision to be open at 7:08 pm.

4. Appeals

4.1 Review of Written Appeals (read by the Clerk)

4.1.1 A written appeal has been received from Vaughn Toll.

Kathy Adams, Clerk, read the appeal received from Vaughn Toll.

4.1.2 A written statement for information has been received from Ron Howatt.

Kathy Adams, Clerk, read the correspondence received from Ron Howatt.

4.2 Verbal Appeals

COR02/17

MOVED BY: J. Campbell

SECONDED BY: R. Hallahan

THAT the Court of Revision hereby authorizes the hearing of verbal appeals for the Jackson and Schultz Municipal Drains 2017.

CARRIED

No verbal appeals were presented.

4.3 Engineer Gives Evidence

Bill Dietrich presents evidence to the Court in regards to any appeals and clarification of the Assessment Schedule.

Bill Dietrich, Dietrich Engineering Limited, addressed the Court of Revision.

Mr. Dietrich noted that the tender amounts received are significantly less than estimated.

Mr. Dietrich noted that there are three branches of the Jackson drain.

Mr. Dietrich addressed the assessment of the appellant, Vaughn Toll regarding A Drain, explaining how his assessments were calculated on the Toll property.

Mr. Dietrich noted that two-thirds of the A drain are located on the Toll property and one-third on Howatt property.

Mr. Dietrich noted that the lower section was installed in 1985 and at that time the Toll property was assessed 67% of the cost. Mr. Dietrich further noted that the Toll property is being assessed at 35% in the current Engineer's report.

Landowner Vaughn Toll addressed the Court of Revision and noted that the original assessment of 67% was due to the drain being open and at his request the drain was covered hence his property was assessed higher at that time to compensate for the additional cost associated with covering the drain. Mr. Toll further noted that he does not believe the original assessment should be part of the current conversation.

Court of Revision Member James Campbell asked the Engineer if he is able to provide the landowners with an estimate of their cost now that the tenders received are significantly lower than estimated.

Mr. Dietrich responded that taking into account the tenders received the amount assessed to the Toll property would be approximately \$13,000 which is approximately \$6000 less than the estimated cost.

Court of Revision Member Ray Hallahan inquired as to the why the amount assessed per acre has changed from the original 1985 assessment. Mr. Hallahan noted that his calculations indicate the Toll property is being assessed approximately \$800 per acre in the current report however other landowners are assessed lower amounts down to \$446 per acre for some landowners.

Mr. Dietrich responded that the assessment takes many factors in to consideration all of which impact the amount assessed to each landowner.

4.4 Appellants Present Their Case

4.4.1 Vaughn Toll

Landowner Vaughn Toll addressed the Court of Revision noting that he does not require the new drain as he has sufficient outlet available with the Hallahan drain.

Mr. Toll noted that this drain primarily benefits the property to north.

Mr. Toll indicated that according the to the Engineer's Report his property has 44 acres assessed into A Drain.

Mr. Toll questioned why he has to pay a higher assessment per acre than the average.

Mr. Toll reported that in order to hook into the proposed drain he would need to extend a plastic header which are additional costs that he would be required to pay.

Mr. Toll questioned being required to pay for a 24 inch drain that he does not feel is necessary and is to get rid of someone else's water.

Mr. Dietrich responded that the assessment to the Toll property detailed in the Engineer's Report is in part due to the drain being covered which was originally done at the request of Mr. Toll and provided a benefit to the Toll property however now has a higher cost associated when performing work on the drain.

Chair Bill Knott queried Mr. Toll as to whether his property is currently utilizing the Jackson Drain.

Mr. Toll responded that most areas of his property are being drained into other drains such as the Hallahan Drain.

Mr. Toll indicated that taking into account the lower tender costs received he would like the amount assessed to his property to be reduced by an additional \$5,000.

Mr. Dietrich advised that he felt the assessments were fair and equitable.

4.5 Deliberations by the Court of Revision

Chair Bill Knott requested that the members of the Court of Revision recess to deliberate.

Mr. Dietrich departed the meeting.

5. Decision of the Court

The members of the Court of Revision returned to the table.

It was the decision of the members of the Court of Revision to amend the Assessment Schedule but the Court did not provide information on how to amend the Schedule. As all the landowners were not in attendance, the Court agreed to adjourn to receive further information from the Engineer.

6. Adjournment

COR03/17

MOVED BY: J. Campbell

SECONDED BY: R. Hallahan

THAT the Court of Revision for the Jackson and Schultz Municipal Drains 2017, be hereby adjourned and be reconvened on April 18, 2017 at 7:00pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

MINUTES OF THE TOWNSHIP OF NORTH HURON
BUDGET MEETING



Date: Monday, April 10, 2017
Time: 7:03 p.m.
Location: HELD IN THE TOWNSHIP COUNCIL CHAMBERS

MEMBERS PRESENT: Reeve Neil Vincent
Deputy Reeve James Campbell
Councillor Yolanda Ritsema-Teeninga
Councillor Trevor Seip
Councillor Brock Vodden
Councillor Bill Knott

MEMBERS ABSENT: Councillor Ray Hallahan

STAFF PRESENT: Sharon Chambers, CAO
Kathy Adams, Director of Corporate Services / Clerk
Donna White, Director of Finance
Pat Newson, Director of Recreation and Facilities
Jeff Molenhuis, Director of Public Works
Ryan Ladner, Director of Fire and Emergency Services
Richard Al, Manager of Employee and Business Services

OTHERS PRESENT: Adam Bell, CKNX

1. Call to Order

Reeve Vincent called the meeting to order at 7:03 pm.

2. Confirmation of Agenda

M178/17

MOVED BY: T. Seip

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby accepts the Agenda for the April 10, 2017 Budget Meeting; as presented.

CARRIED

3. Disclosure of Pecuniary Interest

None disclosed.

eSCRIBE Minutes

4. Action Items from Previous Meeting**4.1 Community Partnership Donation Listing**

Donna White, Director of Finance, presented the listing of donation requests from community groups and organizations.

Discussion took place regarding Council's position pertaining to donations to community groups and organizations. It was noted that the Wingham and District Hospital donation commitment equates to a 1.06% increase.

M179/17

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby agree that donations to community groups and organizations included in the 2017 Budget, be limited to the \$50,000 commitment to the Wingham and District Hospital.

DEFEATED

M180/17

MOVED BY: B. Knott

SECONDED BY: J. Campbell

THAT the Council of the Township of North Huron hereby agree that the following donations be included in the 2017 Budget;

- *Elementary School Fair \$300*
- *Huron County Plowmen's Association \$125*
- *United Way \$500*
- *North Huron Community Food Bank \$500*
- *Wingham and District Hospital \$50,000*

DEFEATED

Further discussion deferred until next Budget Meeting.

4.2 Fire call revenue inquiry from Council

Donna White, Director of Finance, reported back to Council regarding fire call revenue.

- Fire Marque revenue is recorded as received - billed out and collected by Fire Marque - not at risk
- Two calls at risk in the amount of \$1,372.50 - one sent to Central Huron for collection

5. Budgets to be Presented**5.1 Maitland Valley Conservation Authority**

Donna White, Director of Finance, presented details of the Maitland Valley Conservation Authority budget.

5.2 Council

Donna White, Director of Finance, presented details of the draft Council budget.

Discussion took place regarding the draft Council budget and the impact of Shared Services meetings on the Honorarium line item. Council requested that the Director of Finance report back regarding the costs associated with Shared Services meetings in 2016.

Discussion took place regarding items included in the Council Contingency and Miscellaneous lines and it was suggested that the amounts in these lines be reduced.

M181/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby agree that the Council Contingency and Miscellaneous items included in the draft 2017 Council budget be reduced to \$3,000 and \$2,000 respectively.

CARRIED

5.3 Administration

Donna White, Director of Finance, presented the draft Administration budget.

Discussion took place regarding the Training/Travel/Workshops and Clothing Allowance line items. It was noted that the clothing allowance policy is currently being reviewed as part of the Human Resources Policy review.

5.4 General Government

Donna White, Director of Finance, presented details of the draft General Government budget.

5.5 Planning and Development

Donna White, Director of Finance, presented details of the draft Planning and Development budget. It was noted that the engineering amount has been further reduced to \$5,000. This amount is used when engineering or third-party advice is needed to protect the Township's interest in new development. These costs are recovered from the developer when possible.

5.6 2017 Borrowing Costs

Donna White, Director of Finance, presented details of the 2017 Borrowing Costs.

5.7 2017 Capital Summary

Donna White, Director of Finance, presented the 2017 Capital Summary, detailing how projects are being funded. The Director advised that the Gas Tax Annual Investment limit is \$1,281,000 in capital assets after grants and gas tax and the current version of the draft budget will comply for 2017.

6. 2017 Draft Budget

7. Budget Changes

7.1 Budget Highlights

Donna White, Director of Finance, highlighted various 2017 projects and notable budget items. The current state of the 2017 Draft Budget equates to a tax increase of 4.97%.

7.2 Budget Cuts/Changes

Donna White, Director of Finance, presented details of the changes and reductions made by staff to the 2017 Draft Budget since the previous Budget Meeting held March 27, 2017.

7.3 Budget Additions

Donna White, Director of Finance, presented items that have been added to the 2017 Draft Budget since the previous Budget meeting held March 27, 2017.

8. Borrowing Costs for Plow Truck - 5/10 year term

- 5 year - \$58,772.97
- 10 year - \$33,510.72

Donna White, Director of Finance, discussed borrowing costs for the purchase of a plow truck.

9. Council Direction and Priorities

Discussion took place regarding various items including;

- The expected duration of usability for plow trucks
- Weekly versus biweekly garbage collection in urban areas - Director of Public Works to report back to Council
- Economic development
- Service reductions / levels of service

Donna White, Director of Finance, provided examples for properties in Blyth, Wingham and East Wawanosh to illustrate what a 4.97% tax increase would equate to in terms of additional costs to the owner.

Discussion took place regarding growth and development. It was noted that the A2A development has requested an extension to their draft plan approval which CAO Sharon Chambers will be detailing in a future report to Council.

Donna White, Director of Finance, inquired as to whether Council is comfortable with a 4 to 5% increase.

Discussion took place regarding tax increases and how they be communicated to the public. It was noted that Council is comfortable with the May 1, 2017 Regular Council Meeting being the target date to adopt the 2017 Budget, this allows staff adequate time to advertise the meeting to adopt the budget in newspapers.

10. Next Meeting

Monday April 24, 2017 at 7:00 pm

Monday May 1, 2017 - Proposed date of Adoption - Presentation prior to Regular Council Meeting

11. Confirmatory By-Law

- 11.1 By-law No. 32-2017; being a By-law of the Township of North Huron to confirm generally previous actions of the Council of the Township of North Huron.

M182/17

MOVED BY: T. Seip

SECONDED BY: B. Vodden

THAT By-law No. 32-2017; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first, second, third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

12. Adjournment

M183/17

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT there being no further business before the Township of North Huron Council, the Budget Meeting be hereby Adjourned at 9:08 p.m.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk

**MINUTES
OF THE BLYTH BUSINESS
IMPROVEMENT AREA (BBIA) MEETING
HELD AT THE BLYTH ARENA
WEDNESDAY, MARCH 1, 2017 AT 8:00AM**

Board Members Present

Rick Elliott, Chair
Gary Vanleeuwen, Treasurer
Cat O'Donnell
Irene Kellins
Lissa Kolkman

Others in Attendance

Connie Goodall, North Huron
Bill Knott, North Huron Council
Brenda Nyveld
John McHenry, Director of Marketing, Blyth Festival

Absent

Peter Gusso, Secretary

No invited Guests

Due to the absence of Peter Gusso, our Secretary, Cat O'Donnell was asked to take the minutes in his stead. Cat O'Donnell reluctantly accepted to take the minutes for this meeting. Cat O'Donnell does not recall what time exactly the meeting started, her guestimation would be sometime shortly after 8am.

Declaration of Pecuniary Interests - None Declared

Adoption of the Agenda

Motion: BBIA _____
Moved: Irene Kellins
Seconded: Gary Vanleeuwen

Minutes of the Previous Meeting

No motion was made due to minutes having not been provided. No minutes from the previous meeting also results in these minutes not having properly numbered motions at this time.

Treasurer's Report

Gary Vanleeuwen advised that Donna White had requested July 6th, 2016 BIA Minutes. Rick Elliott confirmed that they would be signed and sent out.

Gary Vanleeuwen discussed the rate of the current levy, asking that it be reassessed and raised, stating there hasn't been upward movement even though other BIA's levy have gone up. (no data supplied)

Rick Elliott stated there hasn't been an MPAC assessment in awhile. (no data supplied) Cat O'Donnell stated to the fact, that she had received 2-3 since moving to Blyth four years ago.

Rick Elliott stated he has asked MPAC to re-assess the levy.

Connie Goodall explained in detail the complete process of how to go about proposing an increase to the Levy, including that we need to receive full membership approval along with other factors before we can begin to submit this to Council.

Connie said she would provide help, and email membership regarding the levy increase whenever the BIA gave her that direction to do so.

Amended budget was passed

Motion: _____
Moved: Lissa Kolkman
Seconded: Irene Kellins

Business Arising From Previous Meetings

- a) Pennant Banners along Queen St Blyth - Blyth Legion & Ladies Aux will work together and are taking the lead on replacing the banners. They will present proofs to the BIA for approval

Committee Reports

a) Streetfest - Irene Kellins presented a report. She stated that she would email a copy of the report to Cat O'Donnell to include in these minutes. See page two of these minutes for report.

Streetfest 2017

Minutes,

Meeting was held Monday, February 27/2017, at Sharons' store, beginning at 6:pm

Attended by Sharon Davis, Jane Smyth, Patty Kellins & Irene Kellins

Progress has been made regarding the use of parking spaces for vendors. An application for a Road Occupancy Permit has been submitted to Nicole Graf from North Huron and she does not foresee any difficulties.

We have a lead on fencing, and are moving forward with this.

The fenced area in front of the Corner Café will be a childrens' play area.

Letters are being drafted to go out to businesses, Churches and area groups regarding the activities, and their participation at Streetfest.

Date of next meeting to be determined after various contacts have been made.

Meeting ended at 6:45pm

- b) Friends of the Village of Blyth - Lissa began her report on how well things went at the BIA Pancake Breakfast, but, because of time constraints of this meeting, report will be on next months Agenda.
- c) Golden Ticket - Due to time constraints we did not discuss this. Report will be on next months Agenda
- d) Marketing Committee - Due to time constraints we did not discuss this. Report will be on next months Agenda
- e) Blyth 140th Committee - Cat O'Donnell stated that 211 people attended the BIA Pancake Breakfast, not much else was said, due to time constraints.

North Huron Economic Development Officer's Report - Strategic Planning Meetings - Connie stated that there was great response and involvement at the AGM collecting PESTO & SWOT analysis data from everyone and that all Strategic Planning Meetings are going well.

North Huron Council Report - Bill Knott gave a short report regarding a program involving Julie Sawchuck and school children working together, building temporary ramps, and encouraged the BIA to promote the project to the members to increase accessibility in their community.
Rick Elliott asked to get them on as a delegation.
Rick Elliott stated that he would contact Julie Sawchuck.

Next Meeting - Wednesday, April 5, 2017, 8a.m. at the Blyth Arena

Adjournment

Motion: _____

Moved: Gary VanLeeuwen

Seconded:

Chairperson

acting Secretary

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 044001 Date 04/04/2017 Amount 2,260.00				
002486 DIGITAL POSTAGE-ON-CALL	04	04/04/2017	POSTAGE FOR METER	2,260.00
		Invoice Count	1 Total	2,260.00
Cheque 044002 Date 04/07/2017 Amount 70.06				
000100 CANADA POST CORPORATION	9617247668	04/03/2017	EPOST CHARGES INTERIM T.	70.06
		Invoice Count	1 Total	70.06
Cheque 044003 Date 04/07/2017 Amount 336.69				
004183 CRAWFORD MILL & DAVIES	ORTMAN PROPERTY	04/07/2017	ACCOUNT OVERPAYMENT	336.69
		Invoice Count	1 Total	336.69
Cheque 044004 Date 04/13/2017 Amount 273.45				
004605 AVRON	0352328-00	03/31/2017	DAY CARE- TODDLER COTS	273.45
		Invoice Count	1 Total	273.45
Cheque 044005 Date 04/13/2017 Amount 193.26				
001651 BRYAN VERHAEGHE	3-10-2017	03/10/2017	POLICE- MEALS/CLOTHING	165.26
001651 BRYAN VERHAEGHE	3-30-2017	03/30/2017	POLICE- 2 LUNCHES	28.00
		Invoice Count	2 Total	193.26
Cheque 044006 Date 04/13/2017 Amount 282.50				
000979 BURKHOLDER AUTO BODY & TOWING	3152	03/12/2017	P/W- PULL SNOWPLOW OUT	282.50
		Invoice Count	1 Total	282.50
Cheque 044007 Date 04/13/2017 Amount 231.10				
003964 CHAD KREGAR	3-29-2017	03/29/2017	FIRE- FOOD/MUTUAL AID DIN	231.10
		Invoice Count	1 Total	231.10
Cheque 044008 Date 04/13/2017 Amount 300.00				
003278 COLLEGE OF EARLY CHILDHOOD EDU	48316-2017	03/20/2017	DC- MEMBERSHIP RENEWAL	150.00
003278 COLLEGE OF EARLY CHILDHOOD EDU	59225-2017	03/20/2017	DC- MEMBERSHIP FEES- J. S	150.00
		Invoice Count	2 Total	300.00
Cheque 044009 Date 04/13/2017 Amount 1,186.22				
003066 COMPUGEN INC	3934010	02/17/2017	VIRUS SCANNER- ALL DEPTS	1,186.22
		Invoice Count	1 Total	1,186.22
Cheque 044010 Date 04/13/2017 Amount 1,306.28				
001558 COX SIGNS	27097	03/27/2017	FIRE- NH- GRAPHICS	1,306.28
		Invoice Count	1 Total	1,306.28
Cheque 044011 Date 04/13/2017 Amount 2,152.21				
000885 DEAN'S VALU-MART	641-5390	03/20/2017	BA- MR- FOOD SUPPLIES	182.04
000885 DEAN'S VALU-MART	641-5391	03/20/2017	BA-SH - FOOD SUPPLIES	165.41
000885 DEAN'S VALU-MART	641-0604	03/21/2017	BA- MR- FOOD SUPPLIES	198.00

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000885 DEAN'S VALU-MART	641-5879	03/23/2017	DAY CARE- FOOD SUPPLIES	364.40
000885 DEAN'S VALU-MART	641-5807	03/27/2017	DAY CARE- FOOD SUPPLIES	8.25
000885 DEAN'S VALU-MART	641-6316	03/27/2017	BASH- FOOD SUPPLIES	97.97
000885 DEAN'S VALU-MART	641-6320	03/27/2017	BA-MR- FOOD SUPPLIES	108.75
000885 DEAN'S VALU-MART	641-4629	03/30/2017	BA-SH- FOOD SUPPLIES	11.64
000885 DEAN'S VALU-MART	641-6781	03/30/2017	DAY CARE- FOOD SUPPLIES	436.89
000885 DEAN'S VALU-MART	641-2667	04/03/2017	BA-SH- FOOD SUPPLIES	122.69
000885 DEAN'S VALU-MART	641-2746	04/03/2017	BA-MR- FOOD SUPPLIES	172.61
000885 DEAN'S VALU-MART	641-3081	04/05/2017	DAY CARE- FOOD SUPPLIES	254.64
000885 DEAN'S VALU-MART	641-3082	04/05/2017	DAY CARE- FOOD SUPPLIES	28.92
Invoice Count 13 Total				2,152.21
Cheque 044012 Date 04/13/2017 Amount 4,237.50				
004458 E SCRIBE SOFTWARE LTD.	1333	01/01/2017	COUNCIL- SOFTWARE MAINT	4,237.50
Invoice Count 1 Total				4,237.50
Cheque 044013 Date 04/13/2017 Amount 37.00				
004637 FIRE ENGINEERING	632791026	03/28/2017	FIRE- MAGAZINE SUBSCRIPT	37.00
Invoice Count 1 Total				37.00
Cheque 044014 Date 04/13/2017 Amount 4,151.62				
004638 GREGUS MILLWORK LTD	854	03/31/2017	BLYTH MEM HALL- MIRRORS	4,151.62
Invoice Count 1 Total				4,151.62
Cheque 044015 Date 04/13/2017 Amount 80.00				
004635 JAYNE MILTENBURG	195602	04/04/2017	REC- REFUND	80.00
Invoice Count 1 Total				80.00
Cheque 044016 Date 04/13/2017 Amount 65.70				
004636 JILL MARTIN	15-2017	03/29/2017	POLICE- COPYING/DELIVERY	65.70
Invoice Count 1 Total				65.70
Cheque 044017 Date 04/13/2017 Amount 44.04				
000332 JOYCE WILLIAMSON	3-17-2017	03/17/2017	DC- SUPPLIES	44.04
Invoice Count 1 Total				44.04
Cheque 044018 Date 04/13/2017 Amount 1,536.80				
004315 JRT SANDBLASTING	32	03/22/2017	P/W-SANDBLAST/PAINT TRAI	1,536.80
Invoice Count 1 Total				1,536.80
Cheque 044019 Date 04/13/2017 Amount 4,857.84				
004634 MCDONAH INSURANCE BROKERS LTD	81064	04/03/2017	AIRPORT INSURANCE	4,857.84
Invoice Count 1 Total				4,857.84
Cheque 044020 Date 04/13/2017 Amount 1,292.65				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
001676 MICHELIN NORTH AMERICA (CANADA)	DA0005930303	03/29/2017	P/W-TIRES NH04-03	1,292.65
		Invoice Count	1 Total	1,292.65
Cheque 044021 Date 04/13/2017 Amount 25,678.35				
000431 MINISTER OF FINANCE	17200317039	03/20/2017	POLICE- REV 2016 FEES COL	-3,068.19
000431 MINISTER OF FINANCE	17220317041	03/22/2017	POLICE- OPTIC FIRST QUART	1,736.54
000431 MINISTER OF FINANCE	17280317009	03/31/2017	POLICE- FEBRUARY OPP BIL	27,010.00
		Invoice Count	3 Total	25,678.35
Cheque 044022 Date 04/13/2017 Amount 150.00				
003722 ONTARIO ASSOC. OF FIRE TRAINING C	2016-192	04/12/2017	FIRE- 2017 OAFTO MEMBERS	150.00
		Invoice Count	1 Total	150.00
Cheque 044023 Date 04/13/2017 Amount 2,252.60				
003138 OWEN SOUND POLICE SERVICES	2691-17	03/30/2017	POLICE - MARCH DISPATCH :	2,252.60
		Invoice Count	1 Total	2,252.60
Cheque 044024 Date 04/13/2017 Amount 92.91				
001314 PETTY CASH-WINGHAM EARLY YRS	338149	03/31/2017	OEY- PETTY CASH - SUPPLIE	92.91
		Invoice Count	1 Total	92.91
Cheque 044025 Date 04/13/2017 Amount 353.12				
000520 PUROLATOR COURIER LTD	434119926	03/17/2017	FIRE- FRIEGHT FOR BUNKER	257.74
000520 PUROLATOR COURIER LTD	434133826	03/17/2017	POLICE- COURIER SERVICE	25.08
000520 PUROLATOR COURIER LTD	434183579	03/24/2017	P/W/ADMIN/FIRE- COURIER	58.66
000520 PUROLATOR COURIER LTD	434267058	03/31/2017	POLICE- COURIER SERVICE	11.64
		Invoice Count	4 Total	353.12
Cheque 044026 Date 04/13/2017 Amount 62.68				
000508 REXALL PHARMA PLUS	80616	03/20/2017	DC- LENS FILTERS EAR SCAI	62.68
		Invoice Count	1 Total	62.68
Cheque 044027 Date 04/13/2017 Amount 169.50				
003309 ROYAL LEPAGE HEARTLAND REALTY,	3-30-2017	03/30/2017	PLANNING- REAL EST EVALU	169.50
		Invoice Count	1 Total	169.50
Cheque 044028 Date 04/13/2017 Amount 50.94				
002640 SCHMIDT'S POWER EQUIPMENT	23346	03/24/2017	P/W- BL- CHAINSAW REPAIR	50.94
		Invoice Count	1 Total	50.94
Cheque 044029 Date 04/13/2017 Amount 17.55				
000569 SCRIMGEOUR'S FOOD MARKET	3011559071	03/30/2017	FIRE- FOOD- HOARDING COA	17.55
		Invoice Count	1 Total	17.55
Cheque 044030 Date 04/13/2017 Amount 344.65				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
001775 SPEEDY AUTO GLASS	8035-66680	03/31/2017	P/W- GLASSFOR NH03-03	344.65
			Invoice Count 1 Total	344.65
Cheque 044031 Date 04/13/2017 Amount 774.28				
000642 THE CITIZEN	90671	03/31/2017	MARCH ADVERTISING	679.36
000642 THE CITIZEN	90673	03/31/2017	REC ADMIN- ADVERTISING	94.92
			Invoice Count 2 Total	774.28
Cheque 044032 Date 04/13/2017 Amount 230.00				
004492 TREASURER, HURON COUNTY MUNICI	3-24-2017	04/12/2017	HCMOA- REGISTRATION FEE	230.00
			Invoice Count 1 Total	230.00
Cheque 044033 Date 04/13/2017 Amount 860.99				
001974 TSC STORES LTD	2330	03/07/2017	P/W- EW- DRILL PRESS	316.39
001974 TSC STORES LTD	6175	03/07/2017	P/W- ROAD CLOSED TRAILER	137.82
001974 TSC STORES LTD	9819	03/31/2017	P/W- BLYTH- VACUUM/WELDI	519.78
001974 TSC STORES LTD	9821	03/31/2017	PW- BLYTH- RETURN TORCH	-113.00
			Invoice Count 4 Total	860.99
Report Total				55,932.49

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 004788 Date 04/05/2017 Amount 9,169.25				
004271 AUSAABLE BAYFIELD CONSERVATION /	4631	11/26/2016	WATER - RISK MANAGE AGR	9,169.25
Invoice Count 1 Total				9,169.25
Cheque 004789 Date 04/05/2017 Amount 732.24				
004516 SIMARK CONTROLS LTD	SO-134316	03/24/2017	WELL 5 SCADA	732.24
Invoice Count 1 Total				732.24
Cheque 004790 Date 04/10/2017 Amount 82.26				
000100 CANADA POST CORPORATION	9617247668 W	04/03/2017	WATER EPOST CHARGES	82.26
Invoice Count 1 Total				82.26
Report Total				9,983.75

Accounts Payable

Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 000718 Date 04/03/2017 Amount 21,278.55				
003888 EQUITABLE LIFE OF CANADA	4-1-2017	04/01/2017	APRIL 2017 PREMIUM	21,278.55
		Invoice Count	1 Total	21,278.55
Cheque 000719 Date 04/03/2017 Amount 3,695.05				
000687 WESTARIO POWER INC.	2103564332	03/13/2017	4480 KWH- DAY CARE	749.22
000687 WESTARIO POWER INC.	2103564335	03/13/2017	3324.6 KWH- LIBRARY	565.35
000687 WESTARIO POWER INC.	2103564337	03/13/2017	1244.7 KWH- JOSEPHINE ST I	228.83
000687 WESTARIO POWER INC.	300234893	03/13/2017	13135 KWH- POLICE/TOWN H	2,126.71
000687 WESTARIO POWER INC.	300235193	03/15/2017	0.00 KWH- PARK DR BALL PA	24.94
		Invoice Count	5 Total	3,695.05
Cheque 000720 Date 04/04/2017 Amount 1,524.27				
000665 UNION GAS LIMITED	February 2017-1186	03/15/2017	979.5 M3- P/W BLYTH	303.17
000665 UNION GAS LIMITED	February 2017-7759 A	03/15/2017	4221 M3-BLYTH MEMORIAL H	1,221.10
		Invoice Count	2 Total	1,524.27
Cheque 000721 Date 04/07/2017 Amount 48,371.17				
000535 RECEIVER GENERAL FOR CANADA	4-6-2017-Council	04/06/2017	COUNCIL PAYROLL REMITTA	222.02
000535 RECEIVER GENERAL FOR CANADA	4-6-2017-FT	04/06/2017	FT PAYROLL REMITTANCE	39,324.25
000535 RECEIVER GENERAL FOR CANADA	4-6-2017-PT	04/06/2017	PT PAYROLL REMITTANCE	8,824.90
		Invoice Count	3 Total	48,371.17
Cheque 000722 Date 04/10/2017 Amount 1,033.56				
003295 GLOBAL PAYMENTS	04350	03/31/2017	REC CREDIT/DEBIT FEES	876.82
003295 GLOBAL PAYMENTS	40745575704	03/31/2017	ADMIN OFFICE DEBIT FEES	104.23
003295 GLOBAL PAYMENTS	50900949	03/31/2017	LANDFILL DEBIT FEES	52.51
		Invoice Count	3 Total	1,033.56
Cheque 000723 Date 04/03/2017 Amount 266.70				
000294 HYDRO ONE NETWORKS INC	February 2017-2950	03/15/2017	1116.63 KWH- 435 QUEEN ST	266.70
		Invoice Count	1 Total	266.70
Cheque 000724 Date 04/10/2017 Amount 2,845.20				
000294 HYDRO ONE NETWORKS INC	February 2017-0523 Q	03/21/2017	10951 KWH- 103 QUEEN ST	2,845.20
		Invoice Count	1 Total	2,845.20
Cheque 000725 Date 04/10/2017 Amount 6,005.39				
000665 UNION GAS LIMITED	February 2017- 4108	03/20/2017	1421 M3- TOWN HALL	463.17
000665 UNION GAS LIMITED	February 2017-0458	03/20/2017	12750.5 M3- COMPLEX	4,094.03
000665 UNION GAS LIMITED	February 2017-5109	03/20/2017	585 M3- POLICE	205.93
000665 UNION GAS LIMITED	February 2017-5340	03/20/2017	904.5 M3- LIBRARY	304.19
000665 UNION GAS LIMITED	February 2017-5467	03/20/2017	1013 M3- DAY CARE	312.63
000665 UNION GAS LIMITED	February 2017-7408	03/20/2017	2117.7 M3- 445 JOSEPHINE S	625.44
		Invoice Count	6 Total	6,005.39
Cheque 000726 Date 04/11/2017 Amount 875.98				

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Paid Invoice History By Cheque Report - INTERNET/PRE-AUTHORIZED PAYMENTS GENERAL

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000665 UNION GAS LIMITED	February 2017-8454	03/22/2017	1240.6 M3-FIREHALL WINGHA	377.08
000665 UNION GAS LIMITED	February 2017-9991	03/22/2017	1670.8 M3- MUSEUM	498.90
Invoice Count 2 Total				875.98
Cheque 000727 Date 04/11/2017 Amount 8,985.94				
000687 WESTARIO POWER INC.	300235317	03/23/2017	38266 KWH- WINGHAM STLIG	8,985.94
Invoice Count 1 Total				8,985.94
Cheque 000728 Date 04/12/2017 Amount 19,383.19				
000687 WESTARIO POWER INC.	2103572892	03/24/2017	118080 KWH- COMPLEX	19,383.19
Invoice Count 1 Total				19,383.19
Cheque 000729 Date 04/13/2017 Amount 9,246.35				
000140 CIBC VISA	Cont Contact- 165160	02/03/2017	ESTC- EMAIL MARKETING	60.53
000140 CIBC VISA	Tim Hort- 385	02/23/2017	P/W- COFFEE/DONUTS	33.49
000140 CIBC VISA	Parks/Rec- 19693	02/24/2017	AQUATICS/REC-PRO MEMBE	1,128.87
000140 CIBC VISA	HiMama- 4027	02/28/2017	DAY CARE- MONTHLY SUBSC	65.54
000140 CIBC VISA	Royal York- 2537998	03/01/2017	ADMIN- OGRA CONFERENCE	743.11
000140 CIBC VISA	Survey monkey-3865	03/01/2017	EC DEV- MONTHLY SUBSCRI	25.00
000140 CIBC VISA	ORFA- 19159	03/02/2017	CEMETERY - MANAGEMENT	1,084.80
000140 CIBC VISA	Voip- 80905	03/02/2017	ADMIN- 3CX SOFTWARE MAIL	324.93
000140 CIBC VISA	University of Guelph	03/03/2017	ADMIN- DRAINAGE COURSE	203.40
000140 CIBC VISA	APPLE- w455130803	03/05/2017	P/W- CAR CHARGER/CABLE	112.94
000140 CIBC VISA	Esource Parts- 10004	03/06/2017	P/W- PHONE BATTERY	14.67
000140 CIBC VISA	HC EC Dev Board-318	03/08/2017	EC DEV- BREAKFAST	60.00
000140 CIBC VISA	Local Authority Serv	03/09/2017	ROADS- ENERGY COURSE	452.00
000140 CIBC VISA	Master Promo- 1712	03/09/2017	ROADS- EQUIP SHOW REGIS	60.00
000140 CIBC VISA	4088- Grumpy's	03/10/2017	COUNCIL-FIRE CHIEF INTERV	70.84
000140 CIBC VISA	AMO- 4-4-2017	03/10/2017	ROADS- ASSET MANAGEMEN	491.55
000140 CIBC VISA	Pound Fitness- 4-11	03/10/2017	FITNESS- POUND TRAINING	400.40
000140 CIBC VISA	PRINCESS AUTO- 25637	03/13/2017	P/W- RD CLOSED TRAILER	637.44
000140 CIBC VISA	MNR- Campsite	03/14/2017	REC- CAMPSITE RESERVATI	179.70
000140 CIBC VISA	Hidden Valley-	03/15/2017	REC-ACCOM - PRO CONFERE	157.07
000140 CIBC VISA	OGRA- 42991	03/15/2017	P/W- FLEET MANAGEMT COU	1,005.70
000140 CIBC VISA	OGRA- 42992	03/15/2017	P/W- ROADS- MAINTENANCE	1,005.70
000140 CIBC VISA	Princess Auto- 32867	03/15/2017	P/W- ROAD SIGN TRAILER	313.63
000140 CIBC VISA	CanFit Pro- Carol	03/21/2017	FITNESS- MEMBERSHIP	79.33
000140 CIBC VISA	Canfit-Pro-Melissa S	03/21/2017	FITNESS- MEMBERSHIP	304.08
000140 CIBC VISA	Princess Auto- 22929	03/22/2017	P/W- ROAD CLOSED TRAILER	231.63
Invoice Count 26 Total				9,246.35
Cheque 000730 Date 04/13/2017 Amount 6,473.70				
000427 MINISTER OF FINANCE	March 2017	03/31/2017	MARCH 2017 EHT REMITTAN	6,473.70
Invoice Count 1 Total				6,473.70
Report Total				129,985.05

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Paid Invoice History By Cheque Report - WATER INTERNET/PRE-AUTHORIZED PAYMENTS

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 000467 Date 04/05/2017 Amount 1,182.10				
000687 WESTARIO POWER INC.	2103564336	03/13/2017	WELL 3 FEBRUARY USAGE	1,182.10
		Invoice Count	1 Total	1,182.10
Cheque 000468 Date 04/12/2017 Amount 487.10				
003224 HURONTEL	1167 04/2017	04/01/2017	WINGHAM WATER TOWER	210.07
003224 HURONTEL	1168 04/2017	04/01/2017	WELL 3 INTERNET	67.74
003224 HURONTEL	1173 04/2017	04/01/2017	PUC BLDG SERVICES	112.94
003224 HURONTEL	1818 04/2017	04/01/2017	WELL 4 SERVICES	96.35
		Invoice Count	4 Total	487.10
Cheque 000469 Date 04/12/2017 Amount 2,190.31				
000687 WESTARIO POWER INC.	2103572894	03/24/2017	WELL 4 FEBRUARY USAGE	2,190.31
		Invoice Count	1 Total	2,190.31
Cheque 000470 Date 04/10/2017 Amount 70.35				
003924 GLOBAL PAYMENTS	4938	03/31/2017	WATER - MARCH DEBIT FEES	70.35
		Invoice Count	1 Total	70.35
Cheque 000471 Date 04/10/2017 Amount 2,777.25				
000294 HYDRO ONE NETWORKS INC	03/2017	03/28/2017	201 VICTORIA ST FEB 16-MAF	2,777.25
		Invoice Count	1 Total	2,777.25
Cheque 000472 Date 04/10/2017 Amount 140.34				
000657 TOWNSHIP OF NORTH HURON WATER	166167	03/29/2017	435 MINNIE ST FEB & MAR	140.34
		Invoice Count	1 Total	140.34
Cheque 000473 Date 04/10/2017 Amount 150.59				
002697 TUCKERSMITH COMMUNICATIONS CO	6653 04/2017	04/01/2017	BLYTH NEW WELL 523-6653	64.06
002697 TUCKERSMITH COMMUNICATIONS CO	9131 04/2017	04/01/2017	WATER PLANT 523-9131	86.53
		Invoice Count	2 Total	150.59
Cheque 000474 Date 04/12/2017 Amount 248.60				
004311 TELUS	04/2017	03/31/2017	TELUS - WATER CELL PHONE	248.60
		Invoice Count	1 Total	248.60
Report Total				7,246.64

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 500804 Date 04/19/2017 Amount 500.00				
000002 ACAPULCO POOLS LIMITED	I002003	03/24/2017	POOL- LIQUID CHLORINE	500.00
		Invoice Count	1 Total	500.00
Cheque 500805 Date 04/19/2017 Amount 114.91				
001987 ALLSTREAM BUSINESS INC.	18185115	03/28/2017	CEMETERY W- PHONE	54.15
001987 ALLSTREAM BUSINESS INC.	18185116	03/28/2017	P/W- EW- PHONE	60.76
		Invoice Count	2 Total	114.91
Cheque 500806 Date 04/19/2017 Amount 5,904.25				
002423 ALPINE TREE SERVICE	534	03/28/2017	P/W- TREE CUTTING	5,904.25
		Invoice Count	1 Total	5,904.25
Cheque 500807 Date 04/19/2017 Amount 213.29				
000014 ALSTAR STARTER & ALTERNATOR	36201	03/28/2017	P/W- SWEEPER SOLENOIDS	213.29
		Invoice Count	1 Total	213.29
Cheque 500808 Date 04/19/2017 Amount 998.56				
001209 BLYTH BUILDING SUPPLIES LTD.	10060	03/02/2017	ARENA B- DUCT TAPE	13.54
001209 BLYTH BUILDING SUPPLIES LTD.	10067	03/02/2017	ESTC- GARBAGE BIN	21.46
001209 BLYTH BUILDING SUPPLIES LTD.	10127	03/07/2017	P/W- BLYTH- 2 X 6 X 16'	25.31
001209 BLYTH BUILDING SUPPLIES LTD.	10147	03/08/2017	ARENA B- LOCKSETS KEYS	194.31
001209 BLYTH BUILDING SUPPLIES LTD.	10203	03/10/2017	ARENA B- DOOR CLOSER	676.42
001209 BLYTH BUILDING SUPPLIES LTD.	10376	03/21/2017	ARENA B- KEYS CUT	40.54
001209 BLYTH BUILDING SUPPLIES LTD.	10410	03/23/2017	ARENA B- KEYS CUT	6.76
001209 BLYTH BUILDING SUPPLIES LTD.	10482	03/28/2017	P/W-BLYTH- BATTERIES	20.22
		Invoice Count	8 Total	998.56
Cheque 500809 Date 04/19/2017 Amount 1,084.24				
000065 BLYTH DECOR SHOPPE	4-10-2017	04/10/2017	LIBRARY B- RENT	1,084.24
		Invoice Count	1 Total	1,084.24
Cheque 500810 Date 04/19/2017 Amount 683.22				
000072 BLYTH PRINTING INC.	26335	01/01/2017	FIRE- DECALS	318.93
000072 BLYTH PRINTING INC.	26515	01/01/2017	EMERGENCY PLANNING- BAI	133.14
000072 BLYTH PRINTING INC.	26965	03/11/2017	MUSEUM- SIGNS	215.60
000072 BLYTH PRINTING INC.	27080	04/07/2017	REC ADMIN- LAMINATED POS	15.55
		Invoice Count	4 Total	683.22
Cheque 500811 Date 04/19/2017 Amount 108.90				
002066 BROCK VODDEN	3-31-2017	03/31/2017	COUNCIL- MARCH MILEAGE	108.90
		Invoice Count	1 Total	108.90
Cheque 500812 Date 04/19/2017 Amount 45.48				
001557 CAROL MACPHERSON	4-3-2017	04/03/2017	DAY CARE- EASTER SUPPLIE	45.48
		Invoice Count	1 Total	45.48

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Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 500813 Date 04/19/2017 Amount 417.70				
003919 CINTAS CANADA LIMITED	839396065	04/06/2017	COMPLEX-SANITIZE RESTRC	417.70
		Invoice Count	1 Total	417.70
Cheque 500814 Date 04/19/2017 Amount 1,206.84				
001837 CJ JOHNSTON OFFICE SOLUTIONS	134436c	04/06/2017	REC ADMIN- DESK/HUTCH	812.47
001837 CJ JOHNSTON OFFICE SOLUTIONS	134448c	04/07/2017	REC ADMIN- MOBILE PEDST/	394.37
		Invoice Count	2 Total	1,206.84
Cheque 500815 Date 04/19/2017 Amount 1,309.39				
000146 CLIFF'S PLUMBING & HEATING	28555	03/31/2017	POOL- REPAIR DECTRON	1,309.39
		Invoice Count	1 Total	1,309.39
Cheque 500816 Date 04/19/2017 Amount 3,864.60				
004606 CUT-RITE TREE SERVICE	750695	04/03/2017	P/W- WOOD CHIPPER RENTA	1,830.60
004606 CUT-RITE TREE SERVICE	750698	04/07/2017	P/W- TREE CUTTING SERVICE	2,034.00
		Invoice Count	2 Total	3,864.60
Cheque 500817 Date 04/19/2017 Amount 956.50				
000186 DELTA ELEVATOR COMPANY LTD	9157490	04/01/2017	TOWN HALL ELEVATOR MAIN	478.87
000186 DELTA ELEVATOR COMPANY LTD	9157491	04/01/2017	COMPLEX- ELEVATOR MAINT	477.63
		Invoice Count	2 Total	956.50
Cheque 500818 Date 04/19/2017 Amount 628.22				
002807 DENISE LOCKIE	4-4-2017	04/04/2017	REC ADMIN- PRO CONFEREN	628.22
		Invoice Count	1 Total	628.22
Cheque 500819 Date 04/19/2017 Amount 242.72				
002898 DONNA STUTE	3-31-2017	03/31/2017	FINANCE- DRAINAGE COURS	242.72
		Invoice Count	1 Total	242.72
Cheque 500820 Date 04/19/2017 Amount 854.87				
002183 DONNELLY & MURPHY	45698	03/22/2017	REC ADMIN- LEGAL MERGE F	854.87
		Invoice Count	1 Total	854.87
Cheque 500821 Date 04/19/2017 Amount 289.03				
003375 FIRESERVICE MANAGEMENT LTD	435908	03/24/2017	FIRE- CLEAN BUNKER GEAR	289.03
		Invoice Count	1 Total	289.03
Cheque 500822 Date 04/19/2017 Amount 693.38				
003558 FLAGS UNLIMITED	231833	03/28/2017	PARKS B- FLAGS	693.38
		Invoice Count	1 Total	693.38
Cheque 500823 Date 04/19/2017 Amount 10,070.73				
000074 FOXTON FUELS LIMITED	1282626	03/02/2017	P/W- B- HYDREX AW32/PREC	190.20
000074 FOXTON FUELS LIMITED	317234	03/03/2017	LANDFILL- HYDRAULIC OIL	75.48

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000074 FOXTON FUELS LIMITED	317428	03/03/2017	LANDFILL- COMPACTOR FUE	259.73
000074 FOXTON FUELS LIMITED	317520	03/06/2017	P/W- WINGHAM- DYED DIESE	1,362.90
000074 FOXTON FUELS LIMITED	317645	03/13/2017	P/W-WINGHAM- DURON 15W4	771.39
000074 FOXTON FUELS LIMITED	317673	03/13/2017	P/W- WINGHAM- HYDRAUIC C	377.42
000074 FOXTON FUELS LIMITED	318037	03/14/2017	P/W- BLYTH- FUEL	905.08
000074 FOXTON FUELS LIMITED	318038	03/14/2017	P/W- B- DYED DIESEL	608.30
000074 FOXTON FUELS LIMITED	318143	03/17/2017	LANDFILL- HYDRAULIC OIL	75.48
000074 FOXTON FUELS LIMITED	318243	03/17/2017	LANDFILL- COMPACTOR FUE	226.11
000074 FOXTON FUELS LIMITED	319269	03/31/2017	P/W- FUEL- NH13-15	313.83
000074 FOXTON FUELS LIMITED	319328	03/31/2017	BUILDING- FUEL	131.96
000074 FOXTON FUELS LIMITED	319395	03/31/2017	FIRE- FUEL	110.95
000074 FOXTON FUELS LIMITED	319442	03/31/2017	POLICE- FUEL	1,331.19
000074 FOXTON FUELS LIMITED	319523	03/31/2017	P/W- W- DYED DIESEL- CEME	14.16
000074 FOXTON FUELS LIMITED	319778	03/31/2017	P/W- FUEL MARCH	3,057.92
000074 FOXTON FUELS LIMITED	319991	03/31/2017	LANDFILL- COMPACTOR FUE	258.63
Invoice Count 17 Total				10,070.73
Cheque 500824	Date 04/19/2017	Amount	338.00	
000233 FROSTY QUEEN	17-2017	03/31/2017	AQUATICS- ICE CREAM CAKE	338.00
Invoice Count 1 Total				338.00
Cheque 500825	Date 04/19/2017	Amount	1,130.00	
000237 GEORGIAN BAY FIRE & SAFETY LTD	713827- HB	04/05/2017	TOWN HALL- HOLDBACK	1,130.00
Invoice Count 1 Total				1,130.00
Cheque 500826	Date 04/19/2017	Amount	55.35	
004503 GLENDA ROYALL	3-31-2017	03/31/2017	ESTC- MILEAGE- MARCH	55.35
Invoice Count 1 Total				55.35
Cheque 500827	Date 04/19/2017	Amount	113.84	
003339 HEALTHY COMPUTERS WINGHAM	23659	03/28/2017	BLYTH MEM HALL- HARD DRI	113.84
Invoice Count 1 Total				113.84
Cheque 500828	Date 04/19/2017	Amount	56.44	
004508 HOUSE OF BLOOM	100004659	03/29/2017	ADMIN- GIFT FOR SPARLING	56.44
Invoice Count 1 Total				56.44
Cheque 500829	Date 04/19/2017	Amount	44.89	
003281 HOWSON TRANSPORTATION INC	3312771	03/31/2017	FIRE- FUEL	44.89
Invoice Count 1 Total				44.89
Cheque 500830	Date 04/19/2017	Amount	943.16	
000286 HURON TRACTOR LTD	B26279	03/20/2017	P/W- BLYTH- CHAIN OIL	15.99
000286 HURON TRACTOR LTD	B26511	03/24/2017	BLYTH P/W- LOCK NUT	0.99
000286 HURON TRACTOR LTD	B26546	03/27/2017	P/W- NH10-16- ELBOW FITTIN	15.52
000286 HURON TRACTOR LTD	B26547	03/27/2017	P/W- NH-10-16 HY-GARD OIL	910.66
Invoice Count 4 Total				943.16

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 500831 Date 04/19/2017 Amount 184.65				
000290 HURONIA WELDING & INDUSTRIAL	D53737	03/13/2017	P/W BLYTH- OXYGEN	66.00
000290 HURONIA WELDING & INDUSTRIAL	139474	03/20/2017	ROADS-WELDING TIPS/RODS	118.65
		Invoice Count	2 Total	184.65
Cheque 500832 Date 04/19/2017 Amount 79.20				
000306 JAMES CAMPBELL	3-31-2017	03/31/2017	COUNCIL - MARCH MILEAGE	79.20
		Invoice Count	1 Total	79.20
Cheque 500833 Date 04/19/2017 Amount 46.85				
004533 JANELLA SMITH	3-23-2017	03/23/2017	DC- SUPPLIES	46.85
		Invoice Count	1 Total	46.85
Cheque 500834 Date 04/19/2017 Amount 1,829.04				
000322 JOE KERR LTD	W48288	03/23/2017	P/W- NH08-09 HYDRAULIC HC	575.92
000322 JOE KERR LTD	W48296	03/24/2017	P/W- NH- 03-10 AIR LEAK REF	673.06
000322 JOE KERR LTD	W48318	03/27/2017	P/W- DUMP TRUCK- CHANGE	354.58
000322 JOE KERR LTD	W48326	03/28/2017	P/W- NH99-05- BATTERY CAB	225.48
		Invoice Count	4 Total	1,829.04
Cheque 500835 Date 04/19/2017 Amount 375.16				
000321 JOE'S AUTOMOTIVE	40239	03/28/2017	P/W- NH-08-09- SAFETY	375.16
		Invoice Count	1 Total	375.16
Cheque 500836 Date 04/19/2017 Amount 5.65				
000688 JULIE WHARTON	3-30-2017	03/30/2017	DC- POPSICE STICKS	5.65
		Invoice Count	1 Total	5.65
Cheque 500837 Date 04/19/2017 Amount 1,017.83				
000352 KITSUPPLY	140288	03/21/2017	DAY CARE- JANITORIAL SUP	260.67
000352 KITSUPPLY	140492	04/04/2017	DAY CARE- JANITORIAL SUP	160.52
000352 KITSUPPLY	140498	04/04/2017	COMPLEX - JANITORIAL SUP	536.81
000352 KITSUPPLY	140588	04/11/2017	COMPLEX- JANITORIAL SUPP	59.83
		Invoice Count	4 Total	1,017.83
Cheque 500838 Date 04/19/2017 Amount 40.00				
000353 KNIGHTS OF COLUMBUS	4-1-2017	04/01/2017	FITNESS- SATELLITE RE-IMB	40.00
		Invoice Count	1 Total	40.00
Cheque 500839 Date 04/19/2017 Amount 248.60				
000364 LAVIS CONTRACTING CO LTD	P240-00002593	03/29/2017	P/W- COLD MIX	248.60
		Invoice Count	1 Total	248.60
Cheque 500840 Date 04/19/2017 Amount 97.00				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000372 LIFESAVING SOCIETY	S023781	03/20/2017	AQUATICS-AFFILIATION FEE	97.00
		Invoice Count	1 Total	97.00
Cheque 500841	Date 04/19/2017	Amount	201.37	
004487 LISTOWEL BANNER	4204592	03/26/2017	BUILDING/ADMIN- ADVERTISI	201.37
		Invoice Count	1 Total	201.37
Cheque 500842	Date 04/19/2017	Amount	22.19	
002732 MCGAVIN FARM EQUIPMENT LIMITED	IM36266	03/28/2017	P/W- NH01-07 - PIVOT	22.19
		Invoice Count	1 Total	22.19
Cheque 500843	Date 04/19/2017	Amount	170.43	
000924 MIDWESTERN COMMUNICATIONS	170331-0156	03/31/2017	OEY- COPIER METER CHARG	170.43
		Invoice Count	1 Total	170.43
Cheque 500844	Date 04/19/2017	Amount	53.15	
004173 MURRAY D KEITH B.A.	35232	04/11/2017	PLANNING- TITLE SEARCH	53.15
		Invoice Count	1 Total	53.15
Cheque 500845	Date 04/19/2017	Amount	674.20	
001419 MURRAY FOXTON	3-31-2017	03/31/2017	POLICE- CLOTHING ALLOWAN	100.00
001419 MURRAY FOXTON	4-7-2017	04/07/2017	POLICE- PSB COURSE	574.20
		Invoice Count	2 Total	674.20
Cheque 500846	Date 04/19/2017	Amount	65.70	
001215 NEIL VINCENT	4-4-2017	04/04/2017	COUNCIL MARCH MILEAGE	65.70
		Invoice Count	1 Total	65.70
Cheque 500847	Date 04/19/2017	Amount	130.50	
004518 NICOLE GRAF	3-31-2017	03/31/2017	P/W- MILEAGE	130.50
		Invoice Count	1 Total	130.50
Cheque 500848	Date 04/19/2017	Amount	2,180.73	
000514 PLETCH ELECTRIC LTD	1000013203	03/28/2017	REPAIR STREETLIGHT- WING	209.51
000514 PLETCH ELECTRIC LTD	1000013204	03/28/2017	REPAIR BLYTH STREETLIGHT	306.06
000514 PLETCH ELECTRIC LTD	1000013206	03/28/2017	STREETLIGHTS W- REPAIRS	1,205.19
000514 PLETCH ELECTRIC LTD	1000013208	03/28/2017	REPAIR WINGHAM STLIGHTS	459.97
		Invoice Count	4 Total	2,180.73
Cheque 500849	Date 04/19/2017	Amount	2,648.58	
003284 PPE SOLUTIONS INC	5759	03/29/2017	FIRE- BOOTS AND GLOVES	2,648.58
		Invoice Count	1 Total	2,648.58
Cheque 500850	Date 04/19/2017	Amount	986.00	

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000542 R.J. BURNSIDE & ASSOCIATES	MCW162970.2016-6	03/15/2017	P/W- WESTMORELAND STRE	986.00
		Invoice Count	1 Total	986.00
Cheque 500851 Date 04/19/2017 Amount 411.04				
003420 RADFORD GROUP LTD	March 2017 Statement	03/31/2017	ROADS- NH03-03-FUEL	411.04
		Invoice Count	1 Total	411.04
Cheque 500852 Date 04/19/2017 Amount 58.05				
003439 RAY HALLAHAN	3-31-2017	03/31/2017	COUNCIL MARCH MILEAGE	58.05
		Invoice Count	1 Total	58.05
Cheque 500853 Date 04/19/2017 Amount 1,695.00				
004575 RAYMOND KRICK MARINE CONSULTIN 17-02		03/29/2017	ESTC- COURSE PRESENTATI	1,356.00
004575 RAYMOND KRICK MARINE CONSULTIN 17-03		03/31/2017	ESTC- COURSE PRESENTATI	339.00
		Invoice Count	2 Total	1,695.00
Cheque 500854 Date 04/19/2017 Amount 3,010.50				
004304 RESTORATION ENGINEERING SERVICI 16-50		02/24/2017	PROPERTY STANDARDS- CO	3,010.50
		Invoice Count	1 Total	3,010.50
Cheque 500855 Date 04/19/2017 Amount 426.65				
003055 RICHARD AL	4-7-2017	04/07/2017	ADMIN-MILEAGE/PHONE/COL	426.65
		Invoice Count	1 Total	426.65
Cheque 500856 Date 04/19/2017 Amount 673.39				
004569 RICOH	SCO91487196	03/26/2017	POLICE- COPIER RENTAL	38.71
004569 RICOH	SCO91493531	03/31/2017	REC/ADMIN COPIER RENTAL	634.68
		Invoice Count	2 Total	673.39
Cheque 500857 Date 04/19/2017 Amount 270.93				
000539 RINTOULS POOLS AND SPAS	62447	03/28/2017	POOL- MURIATIC ACID	270.93
		Invoice Count	1 Total	270.93
Cheque 500858 Date 04/19/2017 Amount 750.26				
000272 RONA HODGINS	109982/1	03/13/2017	TOWN HALL- DOOR CLOSER	212.42
000272 RONA HODGINS	109999/1	03/13/2017	FIRE- ROLLER HANDLE	3.37
000272 RONA HODGINS	110179/1	03/16/2017	TOWN HALL- DOOR CLOSER	116.16
000272 RONA HODGINS	110327/1	03/20/2017	TOWN HALL- DRYWALL/LUME	34.23
000272 RONA HODGINS	110379/1	03/21/2017	FIRE- CABLE	2.03
000272 RONA HODGINS	110648/1	03/27/2017	P/W- WINGHAM- HOSE BARB	3.73
000272 RONA HODGINS	110663/1	03/27/2017	P/W- WOOD FOR TRAILER	371.70
000272 RONA HODGINS	110665/1	03/27/2017	P/W- CREDIT EXCHANGED W	-3.96
000272 RONA HODGINS	110799/1	03/29/2017	P/W- TRAILER- LUMBER	10.58
		Invoice Count	9 Total	750.26
Cheque 500859 Date 04/19/2017 Amount 72.14				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
004330 SEPOY WIRING	10267	03/24/2017	CONPLEX- BUILDING REPAIR	72.14
		Invoice Count	1 Total	72.14
Cheque 500860	Date 04/19/2017	Amount	478.65	
004032 SHELBY MURRAY	3-31-2017	03/31/2017	OEY- MILEAGE/SUPPLIES	478.65
		Invoice Count	1 Total	478.65
Cheque 500861	Date 04/19/2017	Amount	3,334.30	
003363 SIMPLY ASSEMBLY	13539	03/31/2017	FITNESS- EQUIPMENT REPAI	3,334.30
		Invoice Count	1 Total	3,334.30
Cheque 500862	Date 04/19/2017	Amount	393.18	
000620 SWAN DUST CONTROL LTD	3752044	03/02/2017	DAY CARE/ MATS	23.56
000620 SWAN DUST CONTROL LTD	3758643	03/16/2017	DAY CARE- MATS	23.56
000620 SWAN DUST CONTROL LTD	3765267	03/30/2017	COMPLEX MATS/MOPS	143.00
000620 SWAN DUST CONTROL LTD	3765280	03/30/2017	POLICE- MATS/MOPS	36.50
000620 SWAN DUST CONTROL LTD	3765285	03/30/2017	DAY CARE- MATS	23.56
000620 SWAN DUST CONTROL LTD	3771897	04/12/2017	COMPLEX- MATS/MOPS	143.00
		Invoice Count	6 Total	393.18
Cheque 500863	Date 04/19/2017	Amount	203.40	
000638 THE WORKSHOP	595793	04/10/2017	P/W- HATS	203.40
		Invoice Count	1 Total	203.40
Cheque 500864	Date 04/19/2017	Amount	64.13	
004570 TIFFANY SEIP	3-27-2017	03/27/2017	DC- CLASSROOM SUPPLIES	64.13
		Invoice Count	1 Total	64.13
Cheque 500865	Date 04/19/2017	Amount	98,063.00	
001365 TOWNSHIP OF NORTH HURON WATER	3-24-2017	03/24/2017	GENERAL PAYABLE TO WATI	98,063.00
		Invoice Count	1 Total	98,063.00
Cheque 500866	Date 04/19/2017	Amount	80.00	
000161 TREASURER, COUNTY OF HURON	High Five	04/10/2017	BA-SH- WORKSHOPS	80.00
		Invoice Count	1 Total	80.00
Cheque 500867	Date 04/19/2017	Amount	13.50	
004260 TREVOR SEIP	3-31-2017	03/31/2017	COUNCIL MARCH MILEAGE	13.50
		Invoice Count	1 Total	13.50
Cheque 500868	Date 04/19/2017	Amount	31.64	
003270 TRISHA MCLEAN	3-27-2017	03/27/2017	DAY CARE- SUPPLIES	31.64
		Invoice Count	1 Total	31.64
Cheque 500869	Date 04/19/2017	Amount	2,761.22	

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 04/05/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
000856 WEILER'S CLEANING & RESTORATION	12305889	03/31/2017	MARCH JANITORIAL SERVICE	2,761.22
		Invoice Count	1 Total	2,761.22
Cheque 500870 Date 04/19/2017 Amount 688.85				
000699 WINGHAM ADVANCE TIMES	4205041	03/26/2017	MARCH ADVERTISING	688.85
		Invoice Count	1 Total	688.85
Cheque 500871 Date 04/19/2017 Amount 18.00				
004170 YOLANDA RITSEMA-TEENINGA	3-31-2017	03/31/2017	COUNCIL- MARCH MILEAGE	18.00
		Invoice Count	1 Total	18.00
Report Total				157,423.17

Accounts Payable

Paid Invoice History By Cheque Report - SEWER PRE-AUTHORIZED PAYMENTS

Cheque Date 04/01/2017 to 12/31/2017

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Invoice Date	Invoice Description	Invoice Amount
Cheque 900046 Date 04/12/2017 Amount 164.09				
003224 HURONTEL	2230 04/2017	04/01/2017	SEWAGE PUMPING STATION	96.35
003224 HURONTEL	4293 04/2017	04/01/2017	SEWAGE TREATMENT PLANT	67.74
Invoice Count 2 Total				164.09
Cheque 900047 Date 04/12/2017 Amount 12,972.94				
000294 HYDRO ONE NETWORKS INC	03/14	03/14/2017	117 NORTH ST JAN 19 - FEB 1	4,268.42
000294 HYDRO ONE NETWORKS INC	03/20	03/20/2017	60 LLOYD ST JAN 23 - FEB 22	8,704.52
Invoice Count 2 Total				12,972.94
Cheque 900048 Date 04/12/2017 Amount 1,556.90				
000687 WESTARIO POWER INC.	2103572893	03/24/2017	120 JOSEPHINE ST FEB USA	1,556.90
Invoice Count 1 Total				1,556.90
Report Total				14,693.93



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kathy Adams, Clerk
DATE: 18/04/2017
SUBJECT: Section 40 Report – Proposed Municipal Drain (Hopper)
ATTACHMENTS: R. J. Burnside & Associates – Section 40 Report

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Section 40 Report - Proposed Municipal Drain (Hopper) prepared by R. J. Burnside & Associates dated April 3, 2017 for information purposes.

EXECUTIVE SUMMARY

At the November 21, 2016 Council Meeting, Council accepted a “Withdrawal from Petition Form” from a petitioner on the proposed Hopper Drain. The Petition Form was provided to our Engineer R. J. Burnside & Associates to determine its validity and requesting a Section 40 report under the Drainage Act to determine the amount of fees and other charges and by whom they should be paid.

DISCUSSION

The Section 40 Report was received by the Clerk on April 4, 2017. The Engineer’s fees and other charges associated with the project total \$34,000.00 with the costs to be distributed as per the Engineer’s report. Page 4 of the report outlines the distribution of the Engineer’s fees and other charges summarized as follows –

- Three petitioners - \$26,100. plus applicable taxes in 3 equal shares.
- Property owners in opposition to proposed drain - \$5,400. plus applicable taxes in 27 equal shares.
- New owner of Part of Lot 42 and East Part of Lot 41, Concession 10 for extra costs incurred - \$2,500. plus applicable taxes.

The Clerk has been contacted by the initiator of the petition from the property owners in opposition to the proposed drain, advising that he wishes to pay for their costs in the amount of \$5,400, plus applicable taxes. The Clerk is investigating whether the Township can provide an invoice that is contrary to the assessments as shown in the Section 40 report, or whether the invoices should be prepared as per the report, and paid by the volunteering landowner. Our Engineer has no concerns with the individual covering the costs of the opposing landowners.

FINANCIAL IMPACT

None for consideration at this time.

FUTURE CONSIDERATIONS

None for consideration at this time.


RELATIONSHIP TO STRATEGIC PLAN

Goal 4 – Our administration is fiscally responsible and strives for operational excellence.

Goal 5 –Our natural environment is valued and protected.

A handwritten signature in black ink, appearing to read "Kathy Adams".

Kathy Adams, Clerk

A handwritten signature in black ink, appearing to read "Sharon Chambers".

Sharon Chambers, CAO

**Section 40 Report
Proposed Municipal Drain
Township of North Huron**

**R.J. Burnside & Associates Limited
449 Josephine Street P.O. Box 10
Wingham ON N0G 2W0 CANADA**

**April 3, 2017
300036408.0000**

Section 40 Report
April 3, 2017

Distribution List

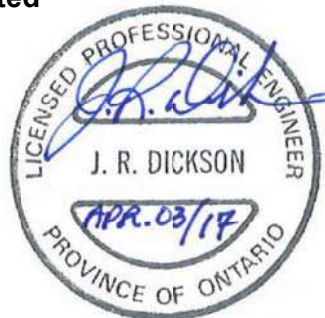
No. of Hard Copies	PDF	Email	Organization Name
6	Yes	Yes	Township of North Huron (for distribution)

Record of Revisions

Revision	Date	Description
0	April 3, 2017	Submission to the Township of North Huron

R.J. Burnside & Associates Limited

Report Prepared By:



J.R. (Jeff) Dickson, P.Eng.
Project Engineer
JRD/CNF:ls

Table of Contents

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3.0	Meetings with Stakeholders	2
4.0	Notice of Withdrawal	2
5.0	The Drainage Act	3
6.0	Conclusions	3

Appendices

Appendix A Section 40 Township Resolution

Disclaimer

This document contains proprietary and confidential information. As such, it is for the sole use of the addressee and R.J. Burnside & Associates Limited, and proprietary information shall not be disclosed, in any manner, to a third party except by the express written permission of R.J. Burnside & Associates Limited. This document is deemed to be the intellectual property of R.J. Burnside & Associates Limited in accordance with Canadian copyright law.

1.0 Introduction

In accordance with a letter of instruction received from the Township of North Huron (Township) dated November 23, 2016, we submit this Report regarding a proposed municipal drainage project involving a tributary of the Belgrave Creek. A "Notice of Withdrawal From Petition" form was endorsed and submitted by the new owners of a property in the geographic Township of East Wawanosh, Township of North Huron, County of Huron; the previous owners of the property were one of the original petitioners. This Report is being prepared in accordance with Section 40 of the Drainage Act R.S.O., 1990, Chapter D.17 (Act).

2.0 Chronology

A Preliminary Engineer's Report, Proposed Municipal Drain 2016, Township of North Huron dated June 23, 2016, and prepared in accordance with Section 10(1) of the Act, shall be deemed to form part of this Report; this report outlines the activities for the drainage project since the appointment of the engineer.

The "*Consideration of report*" for the above, in accordance with Section 10(2) of the Act, was held on July 21, 2016. At that meeting, and in accordance with Section 10(3) of the Act, there was no "*withdrawal from and additions to petition*" of any names. Accordingly, at the July 21, 2016 meeting, the Council passed a resolution to "*instruct the engineer to proceed with the preparation of a report*" in accordance with Section 10(5) of the Act.

Since not all affected landowners were present at the meeting, it was decided to allow written comments to be submitted until the end of the day July 31, 2016; however, these comments would "not" in any way affect the validity of the petition.

Immediately following the meeting there was an informal discussion with one member of the Council as well as a number of the stakeholders; the major items of discussion were a "Benefit Cost Statement" and why the project was proceeding when only 3 petitioners were in favour of it but upwards of 30 or more potentially affected landowners were not.

Subsequent to the meeting, there were numerous conversations, discussions and emails involving some of the petitioners as well as the owners of other properties deemed to be within the watershed of the proposed drain as indicated on the Preliminary Watershed Plan contained within the Report. The petitioners consistently expressed that they still wished to proceed with the project as outlined in the preliminary report. The owners of other properties expressed that did not wish to proceed; they were informed that it was the petitioners and the (still) valid petition in accordance with Section 4 of the Act that governed the project and that it would be proceeding to a final report.

3.0 Meetings with Stakeholders

Following the July 21, 2016 consideration meeting and the closing of the comment period, Burnside arranged and met with senior staff from the Township on August 3, 2016 to review and discuss matters brought to their attention.

Immediately following, there was another meeting with two non-petitioning landowners indicating that they represented the majority of the private landowners within the watershed. They reiterated concerns about the project and asked what would be required to terminate it. The items discussed included but were not limited to the following:

- The need for the project
- How could the project be terminated
- The area that flooded on the petitioning properties was minor in comparison to the area of the watershed
- The validity of the petition, the requirements of and the process under the Act
- The cost versus the benefit of the project
- The removal of names from the petition
- That municipal drains under the Act are a user pay system
- Who would be liable for the costs to date if the petitioners terminated the project
- Would the non-petitioning landowners be willing to contribute to the costs to date if the project was to be terminated

Also, the two stakeholders presented a copy of a number of forms representing 35 landowners within the proposed watershed who were in opposition to the proposed drain. Township staff confirmed the forms were received prior to the end of the comment period; with consent the forms may be available for viewing at the Township.

The stakeholder's reiterated concerns were received and acknowledged; however, they were reminded that the process under the Act must be followed and unless altered in the future, the project would be proceeding to a final report.

4.0 Notice of Withdrawal

On November 29, 2016, Burnside received a letter from the Township Clerk to which was attached a Council Resolution (see Appendix A). Also attached was a "Notice of Withdrawal From Petition" form endorsed by the new owners of part of the south part of Lot 42 and part of the east part of Lot 41, Concession 10; the form was dated November 16, 2016 and was filed with the Township.

As indicated in Section 2.0, a meeting for the consideration of the Preliminary Report for this project was held in July; this meeting complied with Section 10(5) of the Act. Accordingly, there would be ONLY one final opportunity to withdraw or add names to the

petition; see Section 42 of the Act. However, given the new owners of part of the south part of Lot 42 and part of the east part of Lot 41, Concession 10 endorsed the above form; it was evident to Township staff and the engineer that the validity of the petition would eventually need to be reviewed as per Sections 41, 42 and 43 of the Act.

Further, it was determined by the engineer that without the names of owners of this property on the petition, it would not comply with Section 4 of the Act.

Accordingly, and with respect for the rights of the original petitioners, the Act and the July 21, 2016 resolution of the Township Council, it was decided to prepare and file this report before additional time, effort and costs were incurred on a final report and to the financial burden and liability of the original petitioners.

5.0 The Drainage Act

This Report is being prepared in accordance with Section 40 of the Act which states:

“Where the engineer finds that a drainage works is not required or is impractical, or cannot be constructed under this Act, the engineer shall forthwith file with the clerk of the initiating municipality a report to that effect, stating the reasons therefor, the amount of the engineer’s fees and other charges and by whom they shall be paid, and the clerk shall forthwith send a notice of the filing of such report to all persons who signed the petition and the matter shall not be further proceeded with unless the decision of the engineer is reversed on appeal.

R.S.O. 1990, c. D.17, s. 40; 2010, c. 16, Sched. 1, s. 2 (8).”

6.0 Conclusions

The content of this Report is the result of numerous discussions and emails, several meetings and much consideration and deliberation. It has been determined that to proceed to a final report for this drainage works is **“impractical”** given the circumstances that have come to be, since November of 2016.

In regards to the engineer’s fees and other charges associated with the project, the following were taken into consideration:

- Petitioners for a drainage project have some privileges not afforded to all affected stakeholders; however, petitioners also bear some specific financial responsibilities in accordance with the Act depending on what stage the project is at in the process.
- Stakeholders on a drainage project are afforded an opportunity(s) to ask questions, provide input and voice concerns in regards to the project in general and the process under the Act. However, and unique to this project, a majority of the non-petitioning stakeholders signed and submitted forms; approximately half of the forms included specific written comments/concerns in opposition to the proposed Municipal Drain.

Section 40 Report
April 3, 2017

- The amount of time and effort dealing with input from all stakeholders and responding to general concerns about the project and the process under the Act. However, there was also time and effort to address repeated questions and concerns about the need for the project, how could the project be terminated, the cost versus the benefit of the project, the removal of names from the petition, liability for costs to date if the project was terminated, etcetera.

Furthermore, the following shall apply as to the incurred fees and other charges and *“by whom they shall be paid”*:

- The three original petitioners (which as of November 2016 includes the new owners of part of the south part of Lot 42 and part of the east part of Lot 41, Concession 10 who assume all of the responsibilities and liabilities of the previous owners who signed the petition), shall bear the fees and other charges of the project up to the time of the end of the consideration meeting in three (3) equal shares; the total amount of those fees and other charges being \$26,100.00 plus applicable taxes;
- The 35 owners of the 27 properties who each endorsed and submitted a written form(s) to the Township in opposition to the proposed drain in twenty-seven (27) equal shares; the total amount of those fees and other charges being \$5,400.00 plus applicable taxes; and
- The new owners of part of the south part of Lot 42 and part of the east part of Lot 41, Concession 10 shall bear a portion of the fees and other charges of the project since the time of the end of the consideration meeting in excess of the above two amounts; the total amount of those fees and other charges being \$ 2,500.00 plus applicable taxes.

We respectfully submit and file this Section 40 Report for consideration by the Staff and Council of the Township of North Huron and await further instructions. In accordance with Section 40, the Clerk is respectfully requested to *“forthwith send a notice of the filing of such report to all persons who signed the petition”*. It is further recommended to send a copy to all owners of property circulated a copy of the preliminary report.

Respectfully submitted,

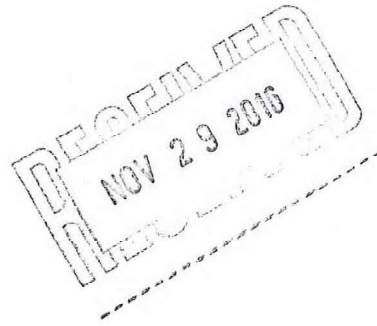


BURNSIDE

[THE DIFFERENCE IS OUR PEOPLE]

Appendix A

Section 40 Township Resolution



November 23, 2016

Jeff Dickson, Engineer
R. J. Burnside & Associated Limited
P.O. Box 10
Wingham ON N0G 2W0

Dear Jeff:

Re: Proposed Hopper Drainage Petition.

The Township of North Huron at their regular meeting held November 22, 2016 adopted Resolution M613/16, giving direction to forward the "Withdrawal from Petition Form" for the property for the proposed Hopper Drainage, to Jeff Dickson, Engineer, R. J. Burnside & Associated Limited.

I have enclosed a copy of the Council Resolution for your information.

Should you have any questions or require additional information concerning this matter, I may be contacted at the Municipal Office.

Yours truly,

Kathy Adams, Clerk
Township of North Huron

/b

Encl.

c.c.: Jeff Molenhuis, Director of Public Works

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0
Phone: 519-357-3550 Fax: 519-357-1110

RELEVANT EXCERPT FROM THE MINUTES OF THE
TOWNSHIP OF NORTH HURON COUNCIL MEETING
HELD MONDAY, NOVEMBER 21, 2016

M613/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT the Council of the Township of North Huron hereby give direction to the Clerk, to forward the 'Withdrawal from Petition Form', containing original signatures of the owners of the notable property, who wish to withdraw their names from the petition, in regard to the proposed Hopper Drainage petition, to the Engineer, J. R. Dickson, R J Burnside & Associates Limited, to make a determination, if the petition remains valid;

AND FURTHER THAT the Engineer provide a Section 40 report, under the Drainage Act, stating that the petition does not contain sufficient signatures to proceed, or it is not practical to proceed, or that the works cannot be constructed under the Act and file with the Clerk a report stating his reasons, the amount of fees and other charges and by whom they shall be paid;

AND FURTHER THAT the Clerk, upon receipt of the report shall send a notice of the filing of the report to all persons who signed the petition.

CARRIED



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 18/04/2017
SUBJECT: April Activity Report
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receives the Department Activity Report of the Director of Finance dated April 18, 2017 for information purposes.

EXECUTIVE SUMMARY

The Director of Finance provides periodic updates to council on activities within the Finance Department on a monthly basis.

DISCUSSION

- 1) 2017 Draft Budget – work continues on the 2017 Draft Budget. Next meeting scheduled for April 24, 2017 at 7:00 p.m. with a plan to adopt the budget on May 1st.
- 2) Director has been asked to be part of an AMO Asset Management Outcomes Working Group and the first telecall meeting was held on April 6th. The mandate is to advise on future municipal reporting requirements, raising key issues in terms of data availability and quality and suggesting potential asset management outcome indicators and other municipal reporting requirements
- 3) Significant staff time spent on invoicing for the Memorial Hall project
- 4) Staff meeting with MPAC to discuss assessment issues, training for Municipal Connect and market trends
- 5) Year end work continues with the auditors to complete the 2016 Financial Statements
- 6) Deputy Treasurer working on a program to email utility and tax bills
- 7) 42 Tax Certificates issued to date for property transactions
- 8) North Huron Residents connected to the Whitechurch Water System operated by Huron Kinloss have been notified of upgrades to the water system which will cost \$6,075.00 per property. There are a number of payment options available. The tender has been awarded and the work is proceeding mid-April.

FINANCIAL IMPACT

Once the 2017 Budget is adopted, projects included in the budget will proceed.

FUTURE CONSIDERATIONS

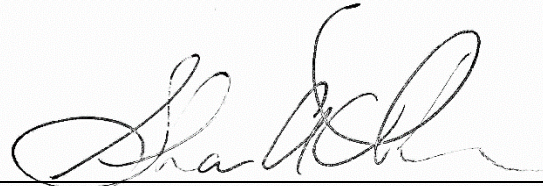
Once the 2017 Budget is adopted, year to date reports can be compiled and sent to Department Heads for review.

RELATIONSHIP TO STRATEGIC PLAN

Goal #4 – Our administration is fiscally responsible and strives for operational excellence.

A handwritten signature in cursive script that reads "Donna White".

Donna White, Director of Finance

A handwritten signature in cursive script that reads "Sharon Chambers".

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kirk Livingston, Chief Building Official
DATE: 18/04/2017
SUBJECT: Building Department Activity Report – March 2017
ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Building Department Activity Report for information purposes.

EXECUTIVE SUMMARY

The Building Department's main objective is to provide the best professional service to administer and enforce the Ontario Building Code. Through the examination of plans, issuance of building permits, and performing inspections, we ensure compliance with building standards of the Ontario Building Code and ensure health and safety, fire protection and structural sufficiency in all buildings in the Township.

The CBO provides monthly updates to Council on the operations of the Shared Services Building Department.

DISCUSSION

Building Permit Report – March 2017

Permit #	Permit Type	Value of Project	Sq. Metre New Construction	Status
2017-0005	Demolition	\$ 60,000.00	1700.07	Issued
2017-0006	Alteration/Renovation/Repair	\$ 113,812.00	570.03	Issued
2017-0007	Alteration/Renovation/Repair	\$ 40,000.00	****	Issued
2017-0008	Alteration/Renovation/Repair	\$ 2,000.00	****	Issued
2017-0009	Addition	\$ 20,000.00	78.78	Issued
2017-0010	Addition	\$ 75,000.00	33.44	Issued
2017-0011	Addition	\$ 80,000.00	55.18	Issued

Total Value of Construction to date; \$810,535.95 (Last year \$ 7,256,196.35) (20 permits)

Zoning Certificates issued to date; 17

By-law Enforcement and Property Standards Report

We have received one complaint with respect to property standards issues which is being investigated.

We have received three complaints with respect to animal control issues which are being investigated.

FINANCIAL IMPACT

No financial impact at this time.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal #2 the Township's residents are engaged and well informed. Goal #4 the Township is fiscally responsible.



Kirk Livingston, Chief Building Official



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sharon Chambers
DATE: 13/04/2017
SUBJECT: CAO Activity Report – April 2017
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Activity Report of the CAO for the month of April 2017 for information purposes

EXECUTIVE SUMMARY

The CAO provides periodic updates to Council on administration activities and the overall management of the Township.

DISCUSSION

1. Administration:
 - a. Human Resources:
 - i. New Fire Chief started work on April 3rd. HR conducted orientation training.
 - ii. Bi-weekly meetings of Human Resources Working Group in progress. Nearing completion of first section of policy manual.
 - iii. Participated in Countywide CEMC interviews.
2. Planning/Economic Development:
 - a. Two meetings were held to discuss the Township's process for development inquiries. The objective will be to ensure that all relevant parties are brought to the table to facilitate the process for prospective developers
 - b. CAO met with the EDO and Recreation Director and staff to discuss the Municipality's role in 2017 events. Some duties have been transferred to the Recreation Department with respect to ensuring event organizers are aware of the Township's requirements and timelines. A team has been established to work on the IPM booth. A further report will be brought forward on Township events in the near future.
 - c. CAO, Director of Public Works and Chief Building Official met with the County Planning Department regarding the request for an extension for Draft Plan Approval for the Wingham Creek (A2A) Subdivision. CAO met with BM Ross and Municipal Solicitor to obtain advice on the extension. The matter is addressed under a separate report by Planner, Laura Young.
 - d. Attended the Huron County Economic Development Breakfast in Clinton on March 27th.
 - e. Attended meetings with several prospective developers.
 - f. Attended a meeting on April 12th in Blyth with Regional Tourism Organization 4 (RTO4) and several Blyth stakeholders to discuss the redevelopment of Blyth as an Arts and Culture Tourism destination. RTO4 will be attending the April 18th Council meeting to make a presentation to council on the Initiative.

3. Other

- a. Met with the Director of Recreation, Director of Fire and Emergency Services and Program Supervisor to discuss the Legend Software update and implementation for the Emergency Services Training Centre.
- b. Municipal Night at Blyth Festival has be set for July 20th. Due to rising costs, Blyth Festival is requesting additional ticket sales above the complimentary tickets per municipality be set at \$30 per ticket.

FINANCIAL IMPACT

N/A


FUTURE CONSIDERATIONS

N/A

RELATIONSHIP TO STRATEGIC PLAN

GOAL # 1 Our community is attractive and welcoming to new businesses and Residents.

GOAL #2 Our residents are engaged and well informed.

A handwritten signature in black ink, appearing to read 'Sharon Chambers', is written over a light gray rectangular background.

Sharon Chambers, CAO

THANK YOU TO ALL OUR SUPPORTERS!

Auburn Lions Club
Auburn Huron Bay Farm
Supply
Auburn Horticultural Society
Local Vendor Sales
Municipalities of Central
Huron,
North Huron and
Ashfield-Colborne-
Wawanosh
OPSEU Local 121

And the amazing
residents of Auburn!!!!



The Dog Park is nearing completion and the local canines have been enjoying their new playground! The fences, posts, gates, garbage can, and bag dispenser are installed. There are a few minor adjustments to make to the gate area and the gates, but this will come in the spring.

Adopt-A-Post memorial signs have been installed, and more orders have arrived. Additional funds raised from the memorial signs will go towards picnic tables for the area.

The trees will be planted on Saturday, April 29, 2017 – everyone is welcome to come and enjoy park beautification and some refreshments with their neighbours!



14/19

BLYTH ARTS & CULTURAL INITIATIVE 14/19 INC.



Township of North Huron
Update on the Blyth Project
April 18, 2017

By the Numbers

since 2014

\$7,015,013
raised

2 Music Festivals

6

Pilot Programs

211
Volunteers

7

Special events

88

guest
artists/musicians

63

courses

2879

hours of
service

1005

guests

1

Dinner for 1,419 diners

1

Art Walk

R2R
2016

86 presenters/panelists/speakers gathered from Netherlands, Yukon Territories, Kentucky, Newfoundland, Nova Scotia, New Brunswick, Manitoba, Alberta, Quebec and Ontario

Rural Talks to Rural Conference

139 Delegates / **15** panel discussions

art exhibit / fashion designer showcase / student choir / a band / 5 fabulous chefs / craft brewery / local winery / local tasting event / choir director / 8 Pitchers, 5 Catchers, 2 Banks / 3 service clubs



Phase I

\$4,291,801



\$1

invested by North Huron
leveraged

\$7.50

... *but that's not all*





further, within the facility -
Blyth Festival's 2017 season will
inject over

\$8,131,200

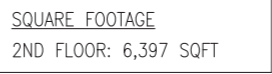
into the regional economy ...

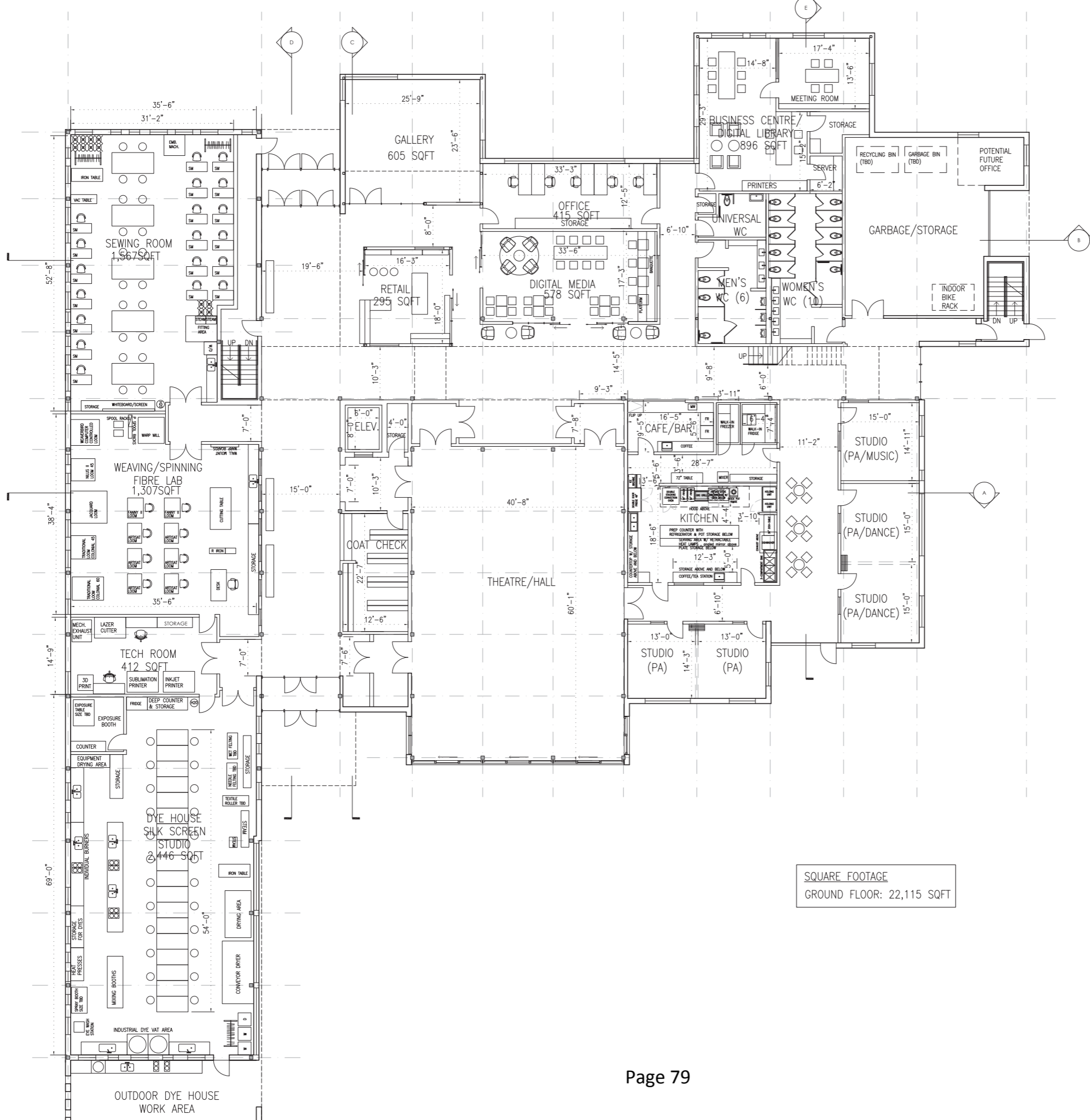
a further ROI of **\$16.26**

for each **\$1** invested by N.H.

\$250,000

gifted to Blyth Festival
Phillips Studio Upgrades







The Grant & Mildred Sparling Centre





The Grant & Mildred Sparling Centre

Home of the Canadian Centre for Rural Creativity is sustainable architecture.



A showcase of forward-thinking design
- target LEED Gold certification & Canada Green Building
Council's Net Zero Carbon program -

Thank you



Peter Smith, Project Director
peter@blyth1419.ca

DestinationBLYTH

PRESENTATION BY REGIONAL TOURISM ORGANIZATION 4 INC.

APRIL 18TH, 2017

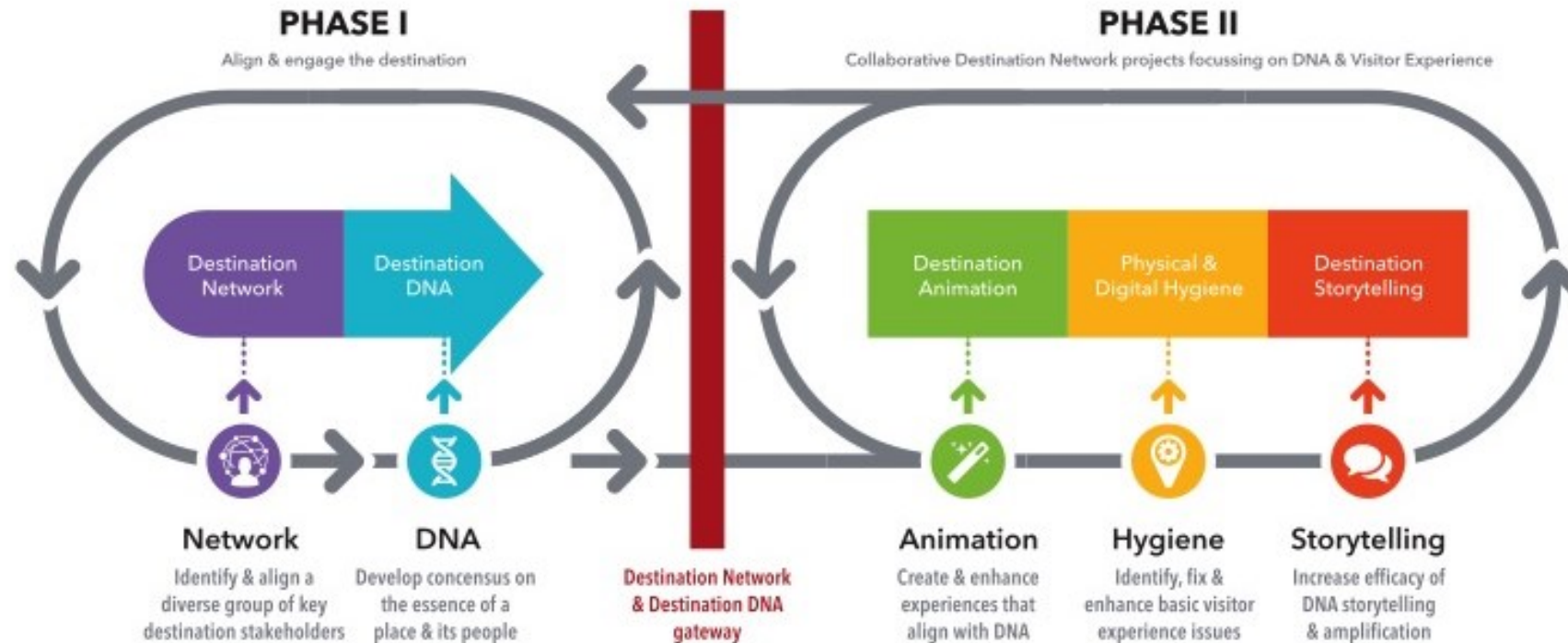
Introduction to RTO4

RTO4, one of thirteen regional tourism offices established by the Ministry of Tourism Culture and Sport in the province of Ontario, has been called the “petri dish of tourism development in North America” by the Canadian Tourism Commission, specifically because of its innovative, analytical and non-traditional approach to growing tourism and economic development.

- History
- Mandate
- Our role in destination development
 - Structure
 - Partnership and multi tier relations
 - Focus on goal, strategy, measurement
 - Provincial and national best practices

Destination Development Process

- Create self-sustaining, vibrant destinations through a virtuous loop of continuous destination improvement



Blyth Opportunity

- Provincially significant tourism and economic development opportunity
 - Blyth Festival
 - Canadian Centre for Rural Creativity (CCRC)
 - Guelph to Goderich (G2G) Rail Trail
 - Cowbell Brewing Co.
- Traction from stakeholders
 - The key to successful tourism destination development is relatively straightforward: highly engaged communities that take an active role in shaping their collective future.
 - The best destinations have engagement across a broad spectrum of tourism stakeholders; business, public, financial, political and a host of others, not just tourism and marketing entities.

Destination Development Radar

- Infrastructure
- Community Improvement Plans
- Sense of Arrival
- Streetscape
- Pedestrian Friendly
- Affordable housing
- Collaborative event planning
- Capitalization of G2G Rail Trail
- Calendar of events
- Concise and compelling online brand
- Website curation
- Digital audit
- Destination Animation Fund
- Destination Video Series
- Google 360 Virtual Tours
- Economic Impact of Tourism Research

Consent Application Report- File #B10-2017

Owner: Matthew and Lucas Sproul Applicant: Linda Wagner	Date: 11 April 2017
Property Description: Part Lot 42, Concession 14 s/t Easement, Registered Plan 22R6104 Parts 2 to 4, East Wawanosh, Township of North Huron	

Recommendation: That provisional consent be:

- √ granted with conditions (attached)
- deferred
- denied (referred to the Committee of the Whole, for a decision)

Purpose:

- √ enlarge abutting lot
- create new lot
- surplus farm dwelling
- right-of-way / easement
- other:

Area Severed: 0.5 ha (+/-) (1.2 ac)	Official Plan Designation: Residential and Natural Environment- Limited Protection	Zoning: R1-10- Low Density Residential Special Zone, NE2- Natural Environment Limited Protection
Area Retained: 14.1 ha (+/-) (34.8 ac)	Official Plan Designation: Residential, Natural Environment- Limited Protection , and Parks and Open Space	Zoning: FD- Future Development, NE2- Natural Environment Limited Protection, and OS- Open Space

Review: This application:

- √ Is consistent with the Provincial Policy Statement (s. 3(5) Planning Act);
- √ Does not require a plan of subdivision for the proper and orderly development of the municipality (s. 53(1) Planning Act);
- √ Conforms with section 51(24) of the Planning Act;
- √ Conforms with the Huron County Official Plan;
- √ Conforms with the North Huron Official Plan,
- √ Complies with the municipal Zoning By-law (or will comply subject to a standard condition of rezoning or minor variance);
- NA Has been recommended for approval by the local municipality; and
- √ Has no unresolved objections/concerns raised (to date) from agencies or the public.

(Applications that do not meet all of the foregoing criteria will be referred to the Committee of the Whole for a decision)

Agency/Public Comments:

	Not Received or N/A	No Concerns	Comments/Conditions
Maitland Valley Conservation Authority		√	"MVCA has no concern for application B10/2017. The application is in general conformance with Section 3.1, Natural Hazard Policies of the PPS, 2014."
Neighbours/Public	√		
Huron County Health Unit	√		

Figure 1 Aerial Photo of Proposed Severed and Retained Lands

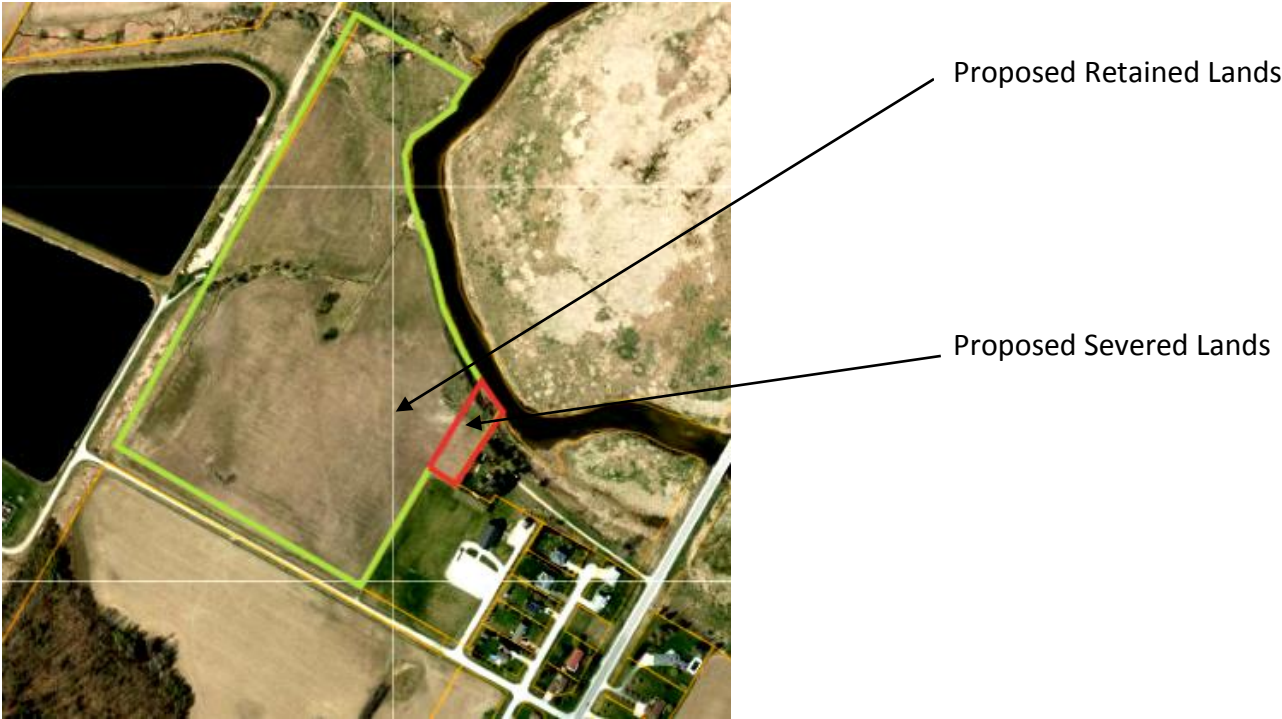


Figure 2 Aerial Photo of Land to be Severed



Figure 3 Photo from Proposed Severed Property Looking South



Figure 4 Photo of the Proposed Retained Property



Figure 5 Photo of the Proposed Severed Property Looking North



Consent Application Report- File #B10-2017

Additional Comments:

The purpose of this application is to sever land and enlarge an abutting property to the east through merging the severed lands. The land to be severed is approximately 1.2 acres and is vacant. The land to be retained is approximately 34.8 acres and is vacant with the existing use of crop growing.

Comments Received

Comments received from the Maitland Valley Conservation Authority recognized that a portion of the proposed severed parcel is within the regulated floodplain and hazard lands, but there is no proposed development for this application and as such, there is no increased risk to public health or safety or to property damage. Overall, the submitted comments from MVCA did not have concerns for the proposed severance.

Provincial Policy Statement

The *Provincial Policy Statement, 2014* (PPS) in Section 1.1.3 identify Settlement Areas as the focus of growth and development and that they should have efficient uses of land with development standards that facilitate intensification, redevelopment and compact form. This application does not require an undue extension of services and is an efficient use of land that is appropriate for the Settlement Area of Hutton Heights.

Official Plan Policies

The subject property is designated Residential, Natural Environment- Limited Protection and Parks and Open Spaces in the North Huron Official Plan. The subject property and abutting property are included in the tertiary settlement area of Hutton Heights. The consent policies in Section 11.3.3 of the Township of North Huron Official Plan contain criteria to permit a severance in a Settlement Area, including for lot enlargement purposes and if the severed parcel size is appropriate for the proposed use.

The subject property is identified as future development land and is one of the large vacant parcels of future residential land for Hutton Heights. Possible negative impacts on the development potential for this property were considered for this severance application. In reviewing a conceptual design for a possible residential subdivision created by B.M Ross for North Huron Township in the 2000s and the existing lot layout for abutting properties in Hutton Heights, it was determined that the proposed severance would have no negative impact on B.M Ross' conceptual subdivision design should it be developed. The proposed severance also aligns the rear property line with the interior side yard for the property to the south.

This application conforms to the North Huron Official Plan and its consent policies for a severance in a Settlement Area.

Zoning By-Law Provisions

The subject land is currently zoned Future Development (FD), Natural Environment Limited Protection (NE2) and Open Space (OS). The abutting property the severed land is to merge with is zoned Natural Environment Limited Protection (NE2) and Low Density Residential Special Zone (R1-10), which deems the existing lot and buildings to comply with the Zoning By-law. When the proposed severed land is merged with the abutting property it is enlarging, it will automatically be rezoned in accordance with the provisions of Section 3.15 of the North Huron Zoning By-Law and be zoned R1-10.

This application is consistent with the North Huron Zoning By-law.

Recommended Conditions

Expiry Period

- √ Conditions imposed must be met within one year of the date of notice of decision, as required by Section 53(41) of the Planning Act, RSO 1990, as amended. If conditions are not fulfilled as prescribed within one year, the application shall be deemed to be refused. Provided the conditions are fulfilled within one year, the application is valid for two years from the date of decision.

Consent Application Report- File #B10-2017

Municipal Requirements

- √ All municipal requirements be met to the satisfaction of the Township including servicing connections if required, cash-in-lieu of park dedication, property maintenance, compliance with zoning by-law provisions for structures, and any related requirements, financial or otherwise.
- √ The sum of \$500 be paid to the Township as cash-in-lieu of parkland.

Survey

- √ Provide to the satisfaction of the County and the Township:
 - a) a survey showing the lot lines of the severed parcel and the location of any buildings thereon, and
 - b) a reference plan based on the approved survey

Merging

- √ The severed land merge on title with the abutting property to the east upon issuance of the certificate under Section 53(42) of the Planning Act, RSO 1990, as amended.
- √ A firm undertaking be provided to the satisfaction of the County from the solicitor acting for the parties, indicating that:
 - a) the severed land and the abutting property to the east will be consolidated into one P.I.N. under the Land Titles system; or
 - b) where consolidation is not possible as the parcels to be merged are registered in two different systems (e.g. the Registry or Land Titles system), a notice will be registered in both systems indicating that the parcels have merged with one another and are considered to be one parcel with respect to Section 50 (3) or (5) of the Planning Act, R.S.O. 1990, C P.13 as amended.

As this application to sever and enlarge an abutting property is consistent with the Provincial Policy Statement, conforms to the North Huron Official Plan, and is consistent with the North Huron Zoning By-law, it is recommended for approval with the above stated conditions.

'Original Signed By'

Laura Young, Planner

11 April 2017

Date



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kirk Livingston
DATE: 18/04/2017
SUBJECT: Regulate the Discharge of Guns or Firearms in Urban Areas
ATTACHMENTS: Draft By-Law to Prohibit and Regulate the Discharge of Guns or Firearms in Urban Areas

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Chief Building Official's report on the Discharge of Guns or Firearms in Urban Areas for information purposes;

AND FURTHER THAT the Clerk be directed to prepare the by-law for authorization by the Reeve and Clerk at the May 1, 2017 Council Meeting.

EXECUTIVE SUMMARY

Council directed the Chief Building Official at their February 21st, 2017 meeting to bring back a proposed By-Law to Prohibit and Regulate the Discharge of Guns or Firearms in Urban Areas. Urban area shall be the area as described in the North Huron Official Plan

DISCUSSION

A review of neighbouring Municipality's with respect to a similar bylaw was conducted. The proposed bylaw before Council has been deemed effective by Municipality's that have adopted and approved a bylaw of similarity.

FINANCIAL IMPACT

There will be annually on going costs associated within the By-Law Enforcement Department for enforcement of By-Laws.

FUTURE CONSIDERATIONS

None.

RELATIONSHIP TO STRATEGIC PLAN

Our community is healthy and safe and our administration is fiscally responsible and strives for operational excellence.

Kirk Livingston, Chief Building Official

Sharon Chambers, CAO

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. -2017

BEING A BY-LAW TO PROHIBIT AND REGULATE THE DISCHARGE OF GUNS OR FIREARMS.

WHEREAS Section 11(2) 6 of the Municipal Act, 2001, as amended, enables a municipality to pass a By-Law to protect the health, safety and well-being of its residents;

WHEREAS Section 119 of the Municipal Act, 2001, as amended, enables a municipality to pass a By-Law for the purpose of public safety, to prohibit or regulate the discharge of guns or other firearms, including air guns, spring guns, cross-bows, long-bows or any other weapon; and,

WHEREAS the Council of The Corporation of the Township of North Huron determines that the discharge of firearms and bows could create a safety hazard for the public.

NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF NORTH HURON ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 “**Bow**” means a long bow, compound bow, re-curve bow, cross bow, or any class thereof, from which any arrow or any other projectile can be discharged and that is capable of causing bodily injury or death to any *Person*;

1.2 “**Municipality**” means the Corporation of The Township of North Huron;

1.3 “**Firearm**” means any weapon from which any shot, bullet or other missile can be discharged and that is capable of causing bodily injury or death to any *Person* and includes a sling shot, air gun, paint ball gun, and spring gun;

1.4 “**Peace Officer**” includes a municipal law enforcement officer, police officer, animal control officer or a provincial conservation officer;

1.5 “**Person**” includes a corporation and its directors and officers, and the heirs, executors, assignees and administrators or the other legal representatives of an individual and their respective successors and assignees.

2.0 PROHIBITIONS

2.1 No Person or persons of a Corporation, shall discharge any gun or other firearm, air gun, spring gun, bow and crossbow, or any class or type thereof at any time within the Urban Boundaries of Auburn, Belgrave, Blyth, Whitechurch and Wingham in the Township of North Huron, maps of which are attached hereto and designated as Schedule A, B, C, D & E to this By-Law.

3.0 EXCEPTIONS

3.1 This By-Law shall not apply to:

- a) any *Peace Officer* acting in the course of their duty under the authority of their employment;
- b) any *Animal Control Officer* appointed by the Township of North Huron acting in the course of their duty under the authority of the Township of North Huron;
- c) any *Person* or organization that for ceremonial, educational purposes or other purposes has obtained advance permission from the By-Law Enforcement Officer and / or his or her designate to perform any act otherwise prohibited under this By-Law;
- d) the discharge of a *Firearm* or *Bow* at a lawful shooting range, paintball club, skeet club or at a shooting meet which has been authorized by the By-Law Enforcement Officer or his or her designate.

4.0 ENFORCEMENT

4.1 The provisions of this By-Law may be enforced by a *Peace Officer* or any *Person* appointed to enforce the By-Laws of the Township of North Huron.

4.2 No *person* shall hinder or obstruct, or attempt to hinder or obstruct a *Peace Officer* or other *person* so authorized who is performing a duty or exercising a power under this By-Law pursuant to Section 426 of the Municipal Act, 2001.

5.0 SEVERABILITY

5.1 Notwithstanding that any clause or any part or parts thereof or Schedule of this By-Law may be found by any court of law to be invalid or beyond the power of the Council to enact, such clause, Schedule or part or parts thereof shall be deemed to be severable, and all other clauses and Schedules of this By-Law, or parts thereof, are separate and independent there from and enacted as such.

6.0 INTERPRETATION

6.1. The provisions of the Legislation Act 2006, shall apply to this By-Law.

7.0 EFFECTIVE DATE

7.1 This By-Law comes into force and takes effect on the date of its final passing.

8.0 SHORT TITLE

8.1. This By-Law shall be known as the *Discharge of Firearms and Bows By-Law*.

9.0 PENALTY

9.1 Every *person* who contravenes any provision of this By-Law is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act and the Municipal Act, 2001, as each may be amended from time to time.

READ A FIRST AND SECOND TIME THIS 18th DAY OF APRIL, 2017.

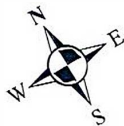
READ A THIRD TIME AND PASSED THIS 18th DAY OF APRIL, 2017.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

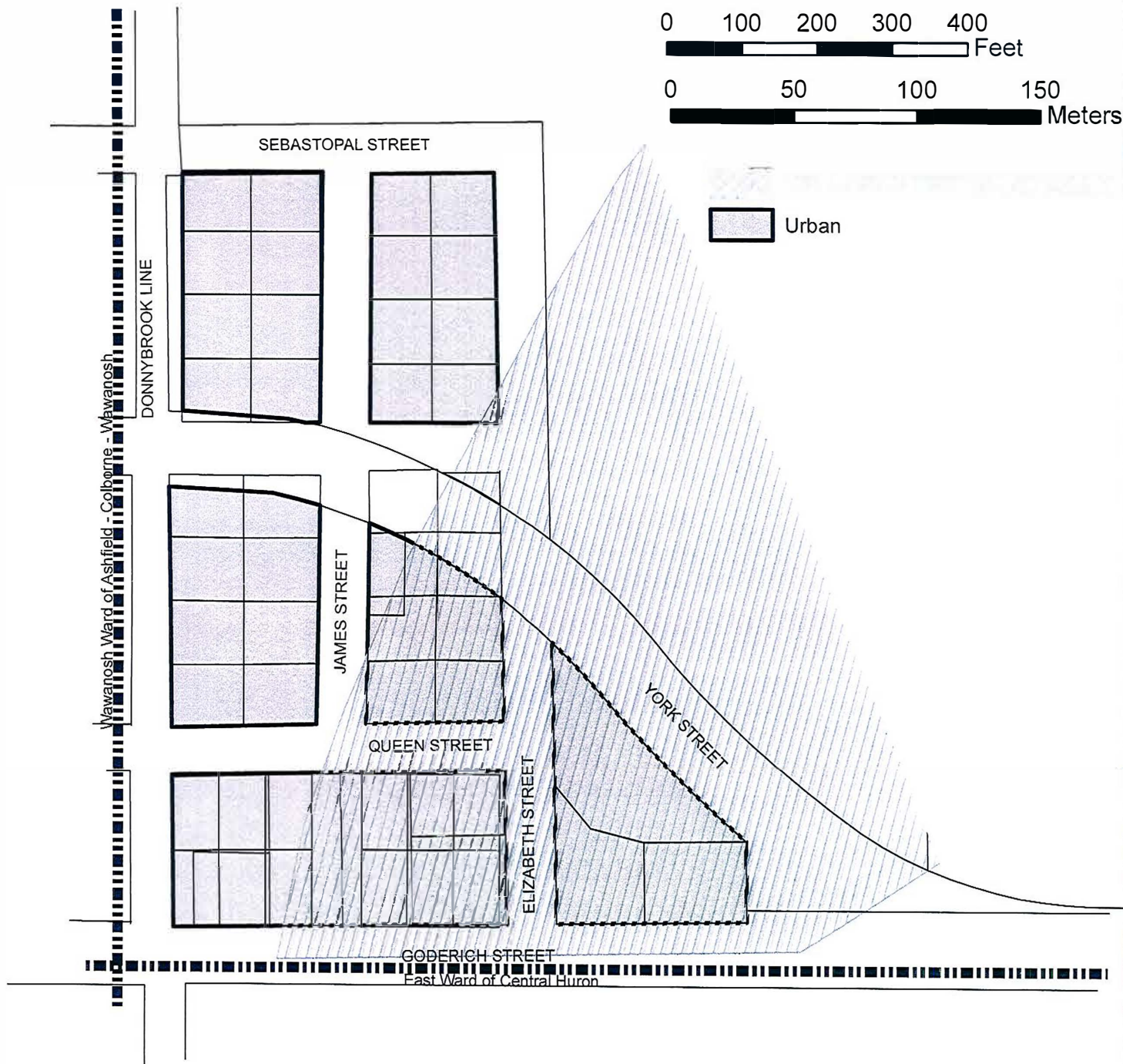
SCHEDULE 'A' TO BY-LAW -2017
AUBURN, EAST WAWANOSH WARD



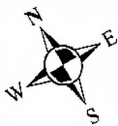
0 100 200 300 400
Feet

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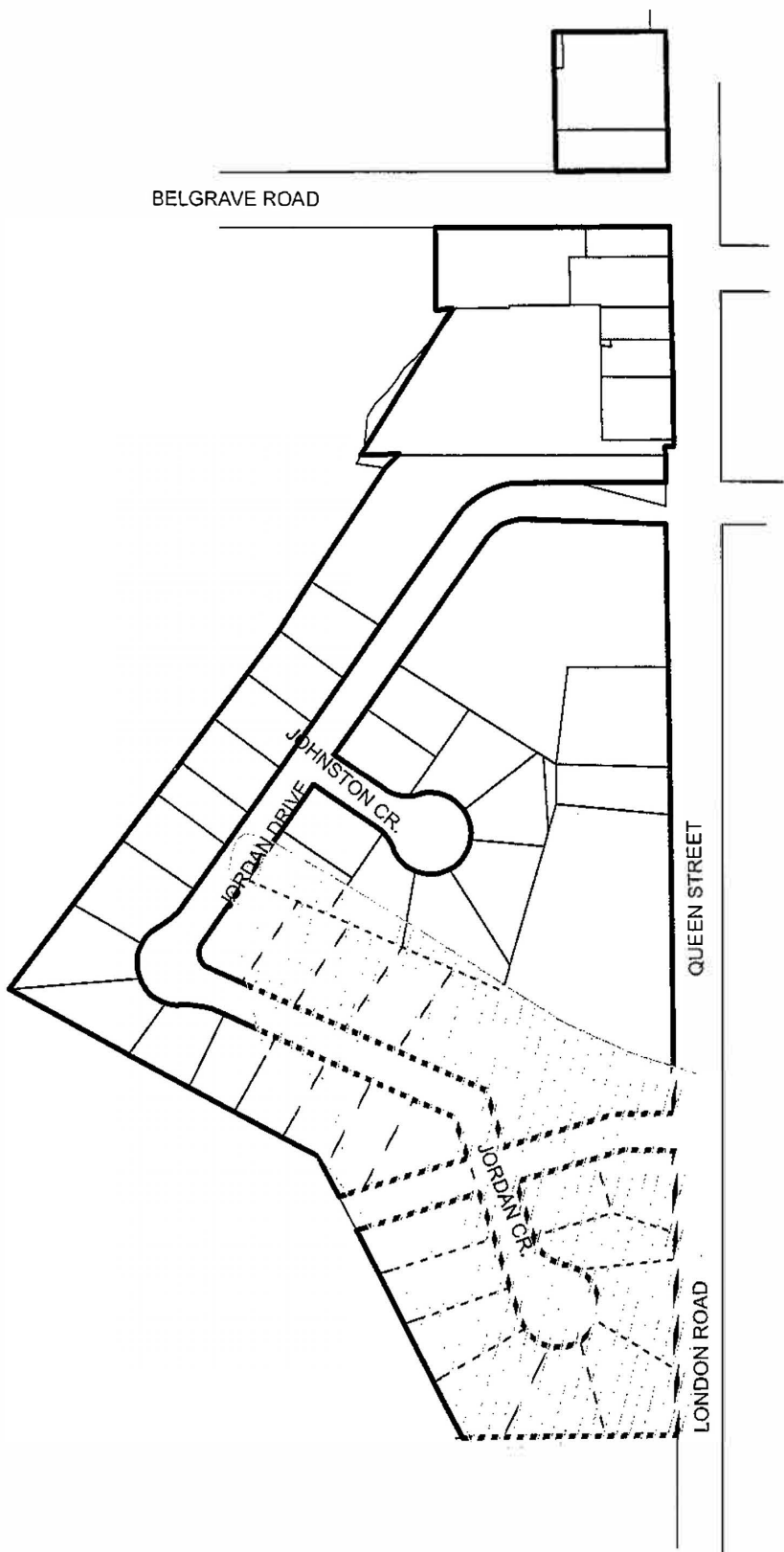
Urban



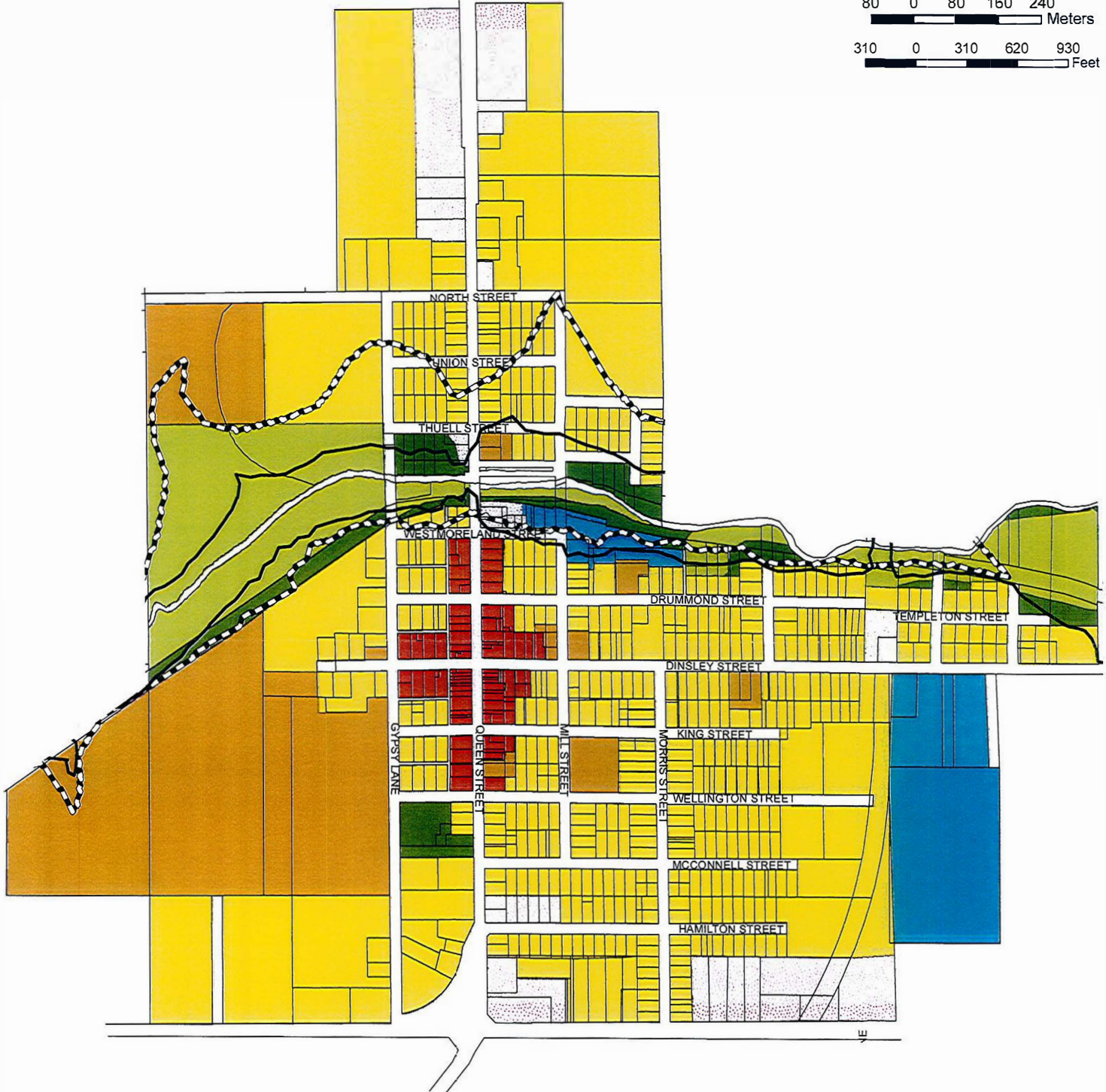
**SCHEDULE 'B' TO BY-LAW -2017
BELGRAVE, EAST WAWANOSH WARD**



 URBAN

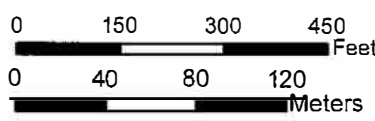
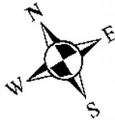


SCHEDULE 'C' TO BY-LAW -2017
BLYTH WARD



- | | | |
|--------------------|---------------------------|------------|
| Industrial | Parks & Open Space | FLOOD LINE |
| Highway Commercial | Natural Environment | FILL LINE |
| Core Commercial | Community Facility | |
| Residential | Radio and T.V. Commercial | |

SCHEDULE 'D' TO BY-LAW -2017
WHITECHURCH, EAST WAWANOSH WARD



 URBAN

Municipality of Huron - Kinloss

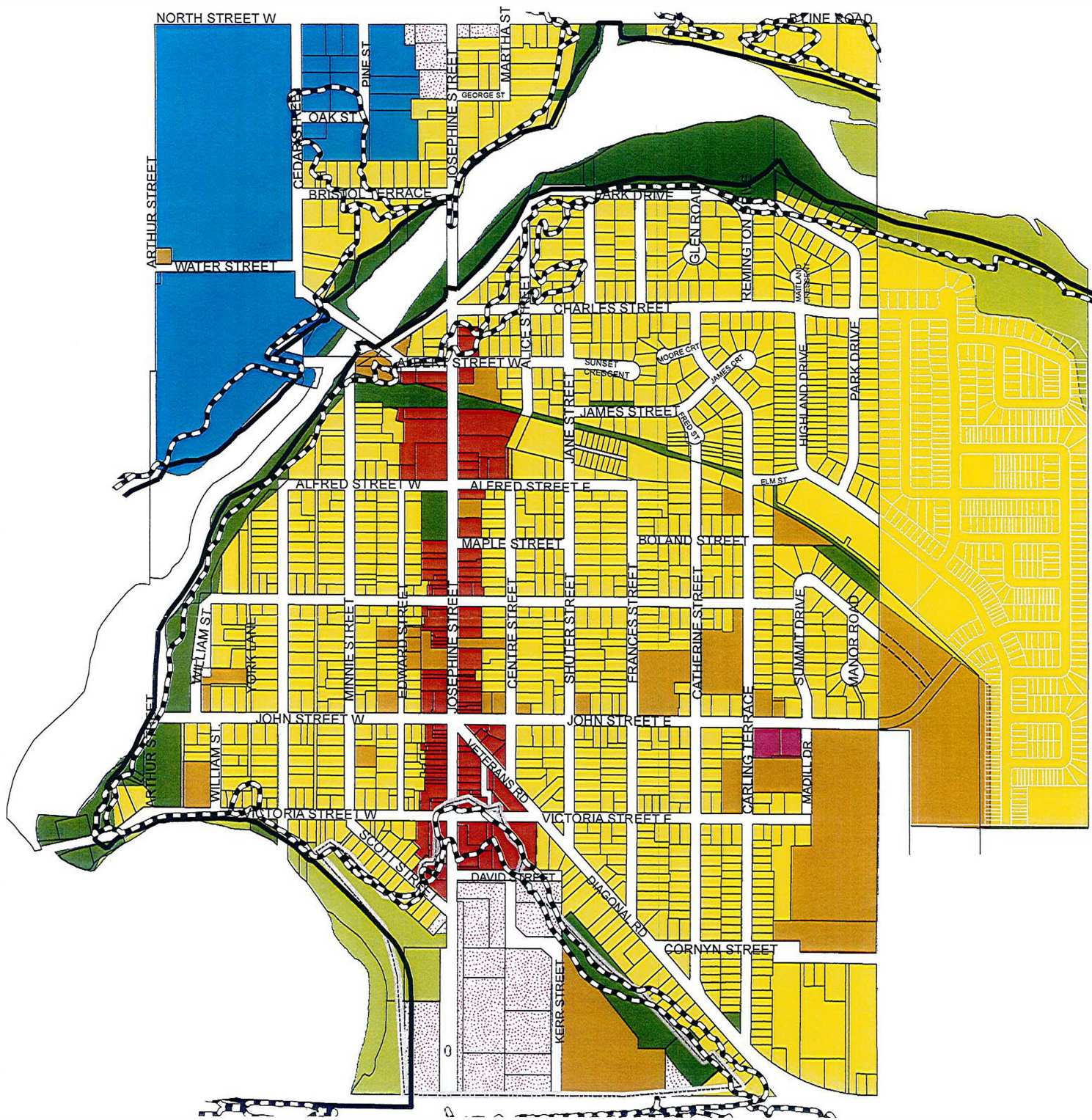
Queen street

Amberley Road County Rd. 86

Township of North Huron

Con. 14
Lot 29 Lot 30

SCHEDULE 'E' TO BY-LAW -2017
WINGHAM WARD



Legend

- Industrial
- Highway Commercial
- Core Commercial
- Residential
- Parks & Open Space
- Natural Environment
- Community Facility
- Radio and T.V. Commercial

- FLOOD FRINGE
- FLOODWAY
- SPECIAL POLICY AREA



0 175 350 Meters



PLANNING & DEVELOPMENT

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Phone: 519.524.8394 Ext. 3 Fax: 519.524.5677 Toll Free: 1.888.524.8394 Ext. 3

www.huroncounty.ca

To: Township of North Huron Council
Sharon Chambers, CAO
From: Laura Young, Planner
RE: **Extension of Draft Plan Approval – Plan of Subdivision File 40T1200001**
Lots 5 & 6, Concession 1, Wingham Ward (40388 Amberley Road)
Applicant: Ryan Guetter c/o Weston Planning Consultants
Owner: Wingham Creek A2A Development Inc.
Date: April 12, 2017

This report is submitted for the Council Meeting on April 18, 2017.

RECOMMENDATION

That North Huron Council **pass a resolution supporting** a two-year extension of draft plan approval of Plan of Subdivision File 40T1200001 with the addition of a new condition for performance measures, including that Phase 1 of the plan of subdivision must be registered within the extension period. The specific wording of the condition is being drafted by the Township Solicitor and will be brought back for review by Council at the May 1st Council meeting.

PURPOSE AND EFFECT

The applicant seeks a three year extension to draft plan of subdivision approval. The draft plan with conditions was previously granted approval by the County of Huron on July 2, 2014. The current draft plan approval lapses on July 2, 2017. No other changes to the draft plan have been requested by the applicant. The effect of extending draft plan approval would be to provide an additional number of years for the applicant to satisfy all conditions, before the subsequent lapse date.

BACKGROUND

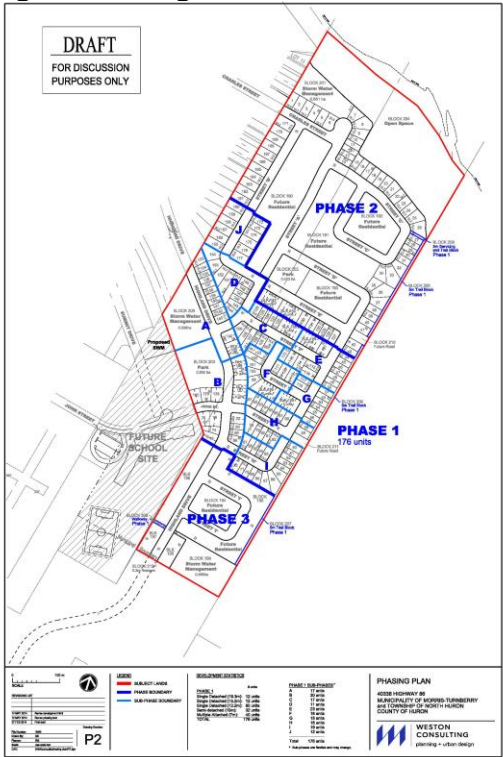
The subject lands are located at the east side of Wingham and have a total area of 36.94 hectares (91.28 acres). The lands are designated Residential and Parks & Open Space in the North Huron Official Plan and are zoned Open Space Special Zone (OS-X), Medium Density Residential Special Holding Zone (R2-(-h)-X), and Low Density Residential Special Holding Zone (R1-(-h)-X).

The approved draft plan is proposed in three stages: Phase 1 includes 11.45 hectares for approximately 250 units of residential development with low and medium densities; Phase 2 and 3 include 8.55 hectares of future development land for another approximately 214 residential units. Access is proposed via extensions of Highland Drive, John Street and Charles Street. Municipal water and sewer will be extended, and the balance of the lands will accommodate stormwater management facilities as well as provide open space and a walking trail.

Figure 2: Location of Subject Property (outlined in purple)



Figure 1: Wingham Creek Plan of Subdivision- Draft Phasing Plan



DISCUSSION

This site contains a major source of future developable residential land in Wingham. At the time of the plan of subdivision application it was calculated that the subject property represents 92% of Wingham's undeveloped residential land. The original plan of subdivision was recommended for draft approval by North Huron Council and Huron County Council in 2014. Since 2014 the demand for vacant residential land has increased and there are insufficient development opportunities for the remaining land supply for residential development in Wingham to meet this demand. With the limited number of parcels available in Wingham outside of the subject property, there is increasing pressure for land to be available for development and address housing needs. Land that has been designated Residential and remains undeveloped creates a strain on other land resources and restricts servicing capacity.

The Planning Act allows approval authorities to grant further extensions to draft approval of plans of subdivision provided the request for extension has been made prior to the lapse date (July 2, 2017). The notes to draft approval also advised the applicant that an updated review of the plan and revisions to the conditions of approval may be necessary if an extension is to be granted. The North Huron Official Plan states in Section 11.3.3.6 that the Township *may request that draft approval for Plans of Subdivision be limited to a specified time within which the development of the subdivision must commence*. It is recommended a further two (2) year extension be granted to provide time for the applicant to begin to fulfill conditions on this development but that a condition is added to ensure progress is made to create residential land in Wingham and address the demand.

The original conditions have been included with this report for reference.

SUMMARY

It is important that progress be made to develop the Wingham Creek A2A subdivision to accommodate the demand for residential lots in Wingham. It is recommended a two year extension be granted to encourage clearing conditions and obtaining final plan approval, but that a new condition is added with performance measures requiring that Phase 1 of A2A Development Inc.'s plan of subdivision is registered within this two year extension.

"original signed in file"

Laura Young, Planner

12 April 2017

Date

File # 40T12001
Wingham Creek Developments Inc.

**CONDITIONS OF DRAFT APPROVAL FOR
PLAN OF SUBDIVISION**

File: 40T 12001

Owner: Wingham Creek Developments Inc.
Lower Tier: Township of North Huron
Subject Lands: Part of Lots 5 and 6, Concession 1, Turnberry, Being Part 1, 22R5848
Except Part 1, 22R5878, Morris Turnberry/North Huron, Township of North
Huron, County of Huron
Date of Draft Approval: July 2, 2014

WHEREAS the application for the subdivision has been circulated according to the Delegation Orders of the Minister of Municipal Affairs and the County of Huron's Planning Procedures Manual;

AND WHEREAS the application affects an area designated for residential development in the Township of North Huron Official Plan;

AND WHEREAS any issues raised during the circulation of the application are addressed by the following conditions to draft approval;

NOW, THEREFORE the Council of the Corporation of Huron hereby issues draft approval to subdivision file 40T12001, which pertains to, Part of Lots 5 and 6, Concession 1, Turnberry, Being Part 1, 22R5848 Except Part 1, 22R5878, Morris Turnberry/North Huron, Township of North Huron, County of Huron, and the following conditions shall apply. The following conditions have been established by the County of Huron and must be met prior to the granting of final approval:

Draft Conditions

Description

1. This approval applies to Wingham Creek Inc. Draft Plan of Subdivision (Part of Lots 5 and 6, Concession 1, Part of Lots 5 and 6, Concession 1, Turnberry, Being Part 1, 22R5848 Except Part 1, 22R5878, Morris Turnberry/North Huron, Township of North Huron, County of Huron), dated February 27, 2014 and referred to as Drawing Number 2 (D2), as prepared by Weston Consulting Inc, hereafter referred to as 'draft plan'.

Phasing

2. The phases will be registered independently of each other, and Phase 1 shall be registered first.
3. The sub-phasing of any Phase shall be to the satisfaction of the Township of North Huron.
4. Phase 2 and 3 may proceed in any order.

Roads

5. The road allowances and future road blocks shown on the draft plan shall be dedicated to the Township of North Huron.
6. The roads shown on the draft plan be named to the satisfaction of the Township of North Huron.

7. Any deed ends and/or open sides of road allowances created by this Plan of Subdivision shall be terminated in 0.3 metre reserve to be conveyed to and held in trust by the Township of North Huron until required for future road allowances or the development of adjacent land.

Easements and Blocks

8. Any easements required for municipal services will be provided by the Subdivider to the satisfaction of the Township of North Huron.
9. Any easements as may be required for any utility purposes, including but not limited to electricity, telephone, cable, gas and hydro shall be granted by the Subdivider gratuitously to the appropriate authorities to their satisfaction.
10. Any blocks required for municipal services and storm water shown on the draft plan shall be dedicated to the Township of North Huron.

Subdivision Agreement

11. The Subdivider shall enter into a Subdivision Agreement with the Township of North Huron which shall list all requirements, including financial or otherwise for the development of the subdivision plan including but not limited to the following:
 - a. provisions for sub-phases;
 - b. provisions that Blocks 190 - 198 identified as "Future Residential" shall be subdivided by consent or plan of subdivision or part lot control at the discretion of the County of Huron;
 - c. provision of roads to a standard acceptable to the Township of North Huron;
 - d. provisions for the allocation of municipal reserve capacity for water and sewer that is coordinated with the phases and sub-phases;
 - e. provisions for the installation of and connection to municipal services (water, sanitary and storm systems);
 - f. provision of storm water management facilities and parkland;
 - g. provision of grading and drainage plans and related installations;
 - h. provision of trees, tree retention and landscaping on streets and any other public areas, as per the vegetation plan;
 - i. provisions for the grading and seeding of the parkland blocks 202 and 203, as per the vegetation plan;
 - j. provisions for the preliminary development of the trail blocks (205-207), as per the vegetation plan;
 - k. provisions to address requirements by other review agencies;
 - l. recognition of the natural environment features (hazard and heritage), and agreement that no site alteration is to take place within these areas without prior written permission of the Township of North Huron, County of Huron and the Maitland Valley Conservation Authority;
 - m. provisions for the removal of holding zone provisions;
 - n. see Condition 24 regarding Natural Environment;
 - o. see Condition 26 regarding Canada Post; and
 - p. other such matters as determined by the Township of North Huron.
12. A copy of the Subdivision Agreement shall be provided to the County of Huron, Planning and Development Department, prior to final approval of the first phase.
13. The Subdivision Agreement shall be registered against the lands to which it applies by the Township of North Huron, and paid for by the Subdivider.

Engineering Drawings

14. Prior to final approval of the first Phase, the Subdivider shall submit for approval subdivision design drawings including design plans for all public works and services within the entire subdivision, prepared and certified by a Professional Engineer to the satisfaction of the Township of North Huron.

Storm Water Management

15. Prior to final approval of Phase 1, the Subdivider shall submit the following reports prepared by a qualified professional engineer, and completed to the satisfaction of the Township of North Huron, and the Maitland Valley Conservation Authority:
 - a. A final storm water management plan;
 - b. A final Slope Stability Assessment identifying the "development setback limit" from the top of bank for the Maitland River; and
 - c. Details regarding the maintenance of any stormwater management facilities, including means of access to such facilities.
16. Prior to final approval of each Phase, the Subdivider shall submit the following reports, prepared by a qualified professional engineer, and completed to the satisfaction of the Township of North Huron, and the Maitland Valley Conservation Authority:
 - a. An final overall lot grading and drainage plan;
 - b. A final Erosion and sedimentation control plan;

Zoning

17. The subject lands be zoned to the satisfaction of the Township of North Huron. The zoning for this development shall include:
 - a. the location of low, medium and high density residential zones, including any necessary provisions for increasing the density overall (i.e. reduced frontages, lot areas, etc);
 - b. the location of residential zones supporting a greater variety of housing types and lot characteristics (referred to as 'mixed zoning');
 - c. provisions for residential zones supporting a greater variety of housing types and lot characteristics (referred to as 'mixed zoning').
18. A holding zone shall be applied to residential zones in all of Phase 1, Phase 2, and Phase 3. The holding zone shall contain criteria that must be met in order to remove the holding symbol including allocation of municipal services and a phasing plan, both to the satisfaction of the Township of North Huron.

Park Land

19. Block 202 and Block 203 be dedicated as parkland to the Township of North Huron.
20. Blocks 205-207 be dedicated as land for trails (also considered parkland) to the Township of North Huron and that the dedication occur in Phase 1.

Natural Environment, Vegetation & Landscaping

21. Block 204 be dedicated as natural environment to the Township of North Huron.
22. The Subdivider shall prepare a detailed Environmental Management Plan for Block 204, to the satisfaction of the County of Huron. The Terms of Reference for the Plan will be developed in consultation with the County and Township of North Huron.
23. The Subdivider shall prepare a vegetation plan as for the following areas, to the satisfaction of the County of Huron:
 - a. storm water management blocks;
 - b. basic grading and seeding of park blocks;
 - c. trail block optimizing conservation of existing hedgerow features such as mature trees and shrubs;
 - d. Maitland River Valley 10m buffer;
 - e. Walkways; and
 - f. boulevards.

24. The Subdivision Agreement shall include provisions, specifically addressing the following natural environment recommendations from the Environmental Impact Study and the peer review of same, to the satisfaction of the County of Huron:

- a. That a 10 m buffer is established from the dripline of the trees along the Maitland River Valley to the proposed development, inclusive of a 15 m buffer from the dripline of any Butternut Trees and a 5m buffer of the woodlot on the adjoining property to the east. No grading or construction shall occur and no backyard shall encroach on the 10 m buffer. A fence shall be established to delineate the buffer and prevent intrusion into the buffer from the development. The buffer shall be vegetated in accordance with the vegetation plan.
- b. That all stormwater management ponds be naturalized following design criteria for establishing a wetland in the Functional Servicing and Preliminary Stormwater Management Report (prepared by Burnside 2012).
- c. Clearing of vegetation within the breeding bird season (April through July) should be avoided. If vegetation is to be cleared within this time period, or if vegetation is cleared when birds may be suspected of nesting outside of typical times, an ecologist must undertake detailed nest searches immediately prior to site alteration to ensure no active nests are present. If active nests are present, site alteration will be postponed until active nests are vacated. If a Bobolink nest is discovered, the Ministry of Natural Resources must be contacted immediately for further direction.

Canada Post

25. That prior to final approval, the Subdivider shall consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes and that the locations will be indicated on the appropriate servicing plans.

26. The Subdivision Agreement shall contain the following clauses:

- a. *The subdivider covenants and agrees to provide the Township of North Huron with evidence that satisfactory arrangements, financial and otherwise, have been made with Canada Post Corporation for the installation of Community mail Boxes (CMB) as required by Canada post Corporation and as shown on the approved engineering design drawings/Draft Plan at the time of sidewalk and/or curb installation. The subdivider further covenants and agrees to provide notice to prospective purchasers of the locations of CMBs and that home/business mail delivery will be provided via CMB, provided the Subdivider has paid for the activation and equipment installation of the CMBs;*
- b. *The developer agrees, prior to offering any units for sale, to provide a map to potential homeowners that indicates the location of all CMBs within the development, as approved by Canada Post;*
- c. *The Subdivider agrees to include in all offers of purchase and sale a statement which advises the purchaser that mail will be delivered via CMB. The subdivider also agrees to note the locations of all CMBs within the development, and to notify affected homeowners of any established easements granted to Canada Post to permit access to the CMB.*
- d. *The Subdivider will provide a suitable and safe temporary site for a CMB until curbs, sidewalks and final grading are completed at the permanent CMB locations. Canada Post will provide mail delivery to new residents as soon as the homes are occupied; and*
- e. *The Subdivider agrees to provide the following for each CMB site and to include these requirements on the appropriate servicing plans:*
 - i. *Any required walkway across the boulevard, per municipal standards*
 - ii. *Any required curb depressions for accessibility purposes, with an opening of at least two metres (consult Canada Post for detailed specifications).*

Financial Requirements

27. The Subdivider shall pay any outstanding charges to the Township of North Huron prior to Final Approval.
28. Reimbursement of any legal, and/or engineering and consulting fees and disbursements incurred by the Township of North Huron in connection with the review or approval of this plan of subdivision, shall be made.
29. Reimbursement of any legal, and/or engineering and consulting fees and disbursements incurred by the County of Huron in connection with the review or approval of this plan of subdivision, shall be made.

Lapsing

30. The proponent has three (3) years from the date of draft approval of this plan of subdivision to obtain final approval from the County. If final approval is not obtained before three (3) years from the date of draft approval, and in the absence of an extension applied for by the Subdivider and approved by the County, then the draft approval shall be deemed to be void.

Clearances

31. The County is to be advised in writing by the appropriate agencies how the foregoing conditions have been satisfied.

NOTES TO DRAFT APPROVAL

1. It is the applicant's responsibility to fulfill the conditions of draft approval and to ensure that the required clearance letters are forwarded by the appropriate agencies to the County of Huron.
2. An application for final approval of Phase 1 and 2 and 3 of the Plan of Subdivision must be submitted to the County of Huron with copies of the required clearance letters. Be advised the County of Huron requires a **minimum of two weeks** to review an application for final approval of a Plan of Subdivision.
3. A copy of the final M-Plan is required by the County of Huron and the Township of North Huron.
4. Portions of the lands covered by this Draft Approval are subject to the Maitland Valley Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations (Ontario regulation 169/06). As such written permission is required from the Conservation Authority prior to the beginning of any construction, filling, excavation within the Regulated Area.
5. Inauguration, or extension of a water works or sewage works is subject to the approval of the Ministry of Environment.
6. It is the responsibility of the Owner to provide the approval body with the required information and fees to extend this draft approval. Should this information and fees not be received prior to the lapsing date, the Draft Plan Approval will lapse. There is no authority to revise the approval after the lapsing date. A new subdivision application under Section 51 of the Planning Act will be required.
7. An updated review of the plan and revisions to the Conditions of Approval may be necessary if an extension is to be granted.

8. Clearances are required from the following:

Clerk
Township of North Huron
274 Josephine Street
Wingham , ON, N0G 2W0

Maitland Valley Conservation Authority
1093 Marietta St
Box 127
Wroxeter, ON, N0G 2X0

Huron County Stewardship Coordinator
County of Huron Planning & Development
Department
57 Napier Street,
Goderich, Ontario, N7A 1W2

Shirley Brundritt
Lands Support Analyst
Union Gas Limited
50 Keil Drive North, P.O. Box 2001
Chatham, Ontario, N7M 5M1
1-800-571-8446 x2760

Canada Post
2701 Riverside Drive
Ottawa, ON, K1A 0B1

Hydro One Networks Inc.
483 Bay Street
South Tower, 8th Floor Reception
Toronto, Ontario M5G 2P5



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sharon Chambers, CAO
DATE: 18/04/2017
SUBJECT: Morris Turnberry Request for Services - Britespan
ATTACHMENTS: Letter From Morris Turnberry
Map of Harrett Property
Cross Border Agreement – Revised April 4, 2017

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a proposed amendment to the Cross Border Servicing Agreement for information purposes;

AND FURTHER THAT Council denies the request by Morris Turnberry to add vacant Morris Turnberry properties to the Cross Border Servicing Agreement without a specific servicing request that would allow North Huron Council to determine whether the proposed development can be accommodated by North Huron systems;

AND FURTHER THAT Council denies the request by Morris Turnberry to amend the wording in Schedule F of the Draft Cross Border Services Agreement, however North Huron shall consider formal requests to amend the annual Partnership Contributions, if the request is received by North Huron prior to the passing of the North Huron budget in the given year.

EXECUTIVE SUMMARY

On April 3rd, Council approved in principle, a revised Draft Cross Border Agreement with Morris Turnberry to include a development by Britespan.

Upon review of the Agreement, the CAO, in consultation with the Director of Public Works, recommended additional amendments. The proposed changes address the partnership provisions in the revised Cross Border Services Policy and also include provisions which will facilitate compliance with the Township's system licences and applicable legislation.

The draft Agreement was considered by Morris Turnberry Council, and approved in principle, however they have requested the following amendments;

That the following properties be added to the Schedules A and B:

1. Plan 410 Pt Park Lot 32 RP 225900 Parts 2 & 4 – owned by the Municipality of Morris Turnberry, at the corner of North and Arthur Streets
2. 236 Alice Street – Plan 410 Park Lots 31 and 34 Pt Park Lot 33

The request states that the two properties are in Phase 1 of the Industrial Land Strategy, and that there is interest in the properties. It is further stated that adding the properties now would eliminate the need for a future amendment to the agreement.

That the wording on Schedule F be amended to the following effect;

Morris Turnberry will give consideration to an annual grant to the following North Huron Services;

1. Westcast Community Centre \$70,000
2. Blyth Community Centre \$16,000
3. Cemeteries \$25,000

The letter states that Morris Turnberry Council has every intention to support the local services.

DISCUSSION

The CAO and Director of Public Works have reviewed the request and offer the following comments;

1. Request to add two properties within the Industrial Land Strategy area;

The amendments that were proposed to the Agreement by the CAO were introduced to improve the process for evaluating developments from a servicing perspective. This will ensure that capacity allocations are appropriate, that North Huron has been compensated for the capacity that has been allocated, and that the development will have no negative impacts on North Huron systems.

The current Agreement has included undeveloped properties, and in some cases has assigned system capacity in advance of understanding the specific requirements of the future development. North Huron has not been compensated for some of the capacity allocations within the Agreement.

It is not advisable for North Huron to commit to servicing properties or allocate capacity without specific details about the proposed development. North Huron should be compensated for all capacity allocations within the agreement through Infrastructure Recovery Fees. For this reason, it is recommended that the request be denied and requests to add properties be considered through a formal process. As outlined in the amended Agreement, service requests would flow as follows;

- North Huron engaged in development at pre-consultation stage
- North Huron circulated on Site Plan requirements
- Developer/Receiving Municipality submits formal request for services, including engineer's calculation for capacity requirements and specific servicing needs
- North Huron enters into agreement with Developer for service extensions, if required
- North Huron enters into agreement with Developer for Surcharge Agreement, if required
- Developer/Morris Turnberry compensates North Huron for capacity allocation via Infrastructure Recovery Fees
- North Huron amends Cross Border Services Agreement to include the serviced property when all questions and concerns have been satisfied.

2. Amend the wording in Schedule F – Partnership Agreement

Schedule F in the Draft Agreement states;

Annually, during the term of this Agreement, Morris Turnberry shall contribute to North Huron services in accordance with Clause 3 c) of the Township's Cross Border Servicing Policy which states that Cross Border Agreements shall contain;

"Provisions which recognize ongoing partnership between the receiving municipality and the Township of North Huron including;

- i. A requirement for the receiving municipality to contribute annually to other Township of North Huron services or programs which may include but not be limited to recreation, cemeteries, libraries, day care centres, airport, economic development, etc., as mutually agreed by the Parties*

The schedule sets out Morris Turnberry's annual contribution to the Westcast Community Centre, Blyth Community Centre and North Huron cemeteries.

The request to change the wording from "shall" to "shall give consideration to" creates ambiguity within the Agreement and allows Morris Turnberry to provide funding at their discretion, without any notice or input from North Huron. This is inconsistent with the Cross Border Services Policy which states that contributions to other North Huron services or revenue sharing is a "requirement" within Cross Border Services Agreements. In turn, the Agreement states that North Huron "shall" provide water and sanitary sewer services to the water and sewer properties, outlined in Schedules A and B.

Clause 4 in the Draft Cross Border Agreement states;

*"Attached hereto as Schedule "F" is Morris Turnberry Annual Financial Contribution Summary to North Huron services in accordance with Clause 3 c) i) of the Township of North Huron Cross Border Services Policy. **Such schedule shall be reviewed at least once during the term of the agreement, and may be renegotiated to the agreement of both parties.** North Huron reserves the right to request an amendment to this schedule in conjunction with new service requests from Morris Turnberry"*

The bolded segment provides an opportunity for Schedule F to be reviewed and renegotiated to the agreement of both parties. Morris Turnberry may request a review and amendment to their contribution agreement, and provide rationale for the amendment for North Huron's consideration. Such requests should be considered in advance of the annual budget process, and take effect in the subsequent budget year.

FINANCIAL IMPACT

The above process will ensure that North Huron is compensated for all capacity allocations provided within Cross Border Servicing Agreements.


The Partnership Agreement will provide more certainty around contributions by Receiving Municipalities and ensures a more equitable arrangement for both parties.

FUTURE CONSIDERATIONS

North Huron staff are currently reviewing the capacity allocations within the Agreement to determine how much capacity has been allocated, versus how much has been purchased through Infrastructure Recovery Fees. When the review is complete, a further report will be brought forward to Council.

RELATIONSHIP TO STRATEGIC PLAN

GOAL # 4 Our administration is fiscally responsible and strives for operational excellence.

A handwritten signature in black ink, appearing to read 'Sharon Chambers', is centered on a light gray rectangular background.

Sharon Chambers, CAO



CROSS-BORDER SERVICING AGREEMENT

THIS AGREEMENT dated this _____ day of _____, 2017.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(Hereinafter called “North Huron”)

OF THE FIRST PART

– and –

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
(Hereinafter called “Morris-Turnberry”)

OF THE SECOND PART

WHEREAS Section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS North Huron currently provides potable water to, and receives and treats wastewater from, properties located in Morris-Turnberry;

AND WHEREAS additional sanitary sewers, sewer outlets, water mains, outlets, connections and other municipal services (the “Services”) may at the discretion of North Huron be constructed and extended onto properties located in Morris-Turnberry and be serviced by North Huron;

AND WHEREAS the parties hereto wish to set out their respective rights and obligations regarding the provision of municipal services to properties located in Morris-Turnberry by North Huron.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein and the sum of two dollars (\$2.00) paid by each of the parties hereto to the other party hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

GENERAL TERMS OF SERVICING

1. Attached hereto as Schedule “A” is a list of properties located within Morris-Turnberry which shall be serviced with potable water provided by North Huron during the term of this Agreement (the “Water Properties”).
2. Attached hereto as Schedule “B” is a list of properties located within Morris-Turnberry which shall be serviced with wastewater services provided by North Huron during the term of this Agreement (the “Sanitary Sewer Properties”).
3. Attached hereto as Schedule “D” and “E” is Township of North Huron Application for Water and Sewer Service. These applications must be completed by the applicant and submitted to the North Huron Director of Public Works as part of the process to connect to the water and sewer systems.
4. Attached hereto as Schedule “F” is Morris Turnberry Annual Financial Contribution Summary to North Huron services in accordance with Clause 3 c) i) of the Township of North Huron Cross Border Services Policy. Such schedule shall be reviewed at least once during the term of the agreement, and may be renegotiated to the agreement of both parties. North Huron reserves the right to request an amendment to this schedule in conjunction with new service requests from Morris Turnberry.
5. All servicing requests and inquiries must be directed to the North Huron Director of Public Works. For all Morris Turnberry properties requiring servicing, North Huron shall be engaged during the pre-consultation stage, and shall be circulated on Site Plan and Site Servicing drawings as a commenting agency. At its own discretion, North Huron may request additional information with respect to capacity, peak demands or sewage treatment requirements specific to the proposed development. North Huron may seek advice from the Operating Authority and/or third party consultants to verify system adequacy or potential constraints. Costs for third party review shall be borne by Morris Turnberry, or through and Agreement with Developer, at the discretion of North Huron.
6. Developments deemed to be large water users, those requiring higher peak demands or producing sewage effluent with constituents or flow rates exceeding the thresholds in the sewer use by-law will be considered on an individual basis, regardless of whether they have been included in the attached Schedules “A” or “B”. North Huron reserves the right to approve or deny any request to connect to North Huron water or sanitary sewer systems based on North Huron’s ability to meet the specific needs of the individual development. North Huron may require an Agreement directly with Developers, at the sole discretion of North Huron. Such Agreements may address such matters as establishment of thresholds for daily/peak flows, or effluent constituents, requirement for on-site sewage pre-treatment systems, additional fees for exceedance of established parameters, penalties or fines for non-compliance or any other requirements deemed necessary by North Huron.
7. The parties hereby acknowledge and agree that the Water Properties and the Sanitary Sewer Properties shall only be serviced by North Huron provided there is sufficient capacity available to North Huron to first meet the needs of its own residents.
8. The provision of potable water and sanitary sewer services to the Water Properties and the Sanitary Sewer Properties shall not be construed to mean that North Huron will support and/or provide these

or other municipal services to any other lands that are not subject to a municipal servicing agreement approved by North Huron, now or in the future.

9. The Services, installed to the property line and including the water meter, shall remain in the ownership of North Huron and all maintenance, repairs, alterations and replacement of the Services shall be carried out by North Huron or its agents to North Huron's sole satisfaction.
10. North Huron and Morris-Turnberry agree that the Capacity Assignment listed on Schedules "A" & "B" will be reviewed at least once during the term of the agreement, and may be amended or reassigned at the sole discretion of North Huron.

WATER SERVICING

11. The parties agree that the municipal water Services extended from North Huron to the Water Properties pursuant to this Agreement shall only be used to service the Water Properties within the volumes assigned in Schedule "A" during the term of this Agreement unless otherwise permitted by North Huron in writing. Without limiting the generality of the foregoing, no connections shall be made to the Services without North Huron's prior written consent, which may be withheld in its sole discretion.
12. Morris-Turnberry shall ensure that all Water Properties have an installed water meter supplied by North Huron.
13. North Huron shall be responsible for the maintenance, repairs and replacement of the municipal water Services, pursuant to this agreement, on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the irrevocable right in the nature of an easement to enter on, over, into and under such lands for such purposes.
14. North Huron may, at North Huron's expense, conduct periodic watermain leak detection on the water service infrastructure, pursuant to this agreement, within Morris-Turnberry's boundaries. If the leak detection levels are of concern to North Huron, Morris-Turnberry shall initiate a watermain repair program, at Morris-Turnberry's expense, for the water services located on public lands within Morris-Turnberry and water services located within easements in favour of Morris-Turnberry within a reasonable period of time. Any dispute between the parties as to the leak detection levels and/or the necessity to undertake a watermain repair program shall be resolved by an independent third party consulting engineer collectively retained and mutually agreed upon and paid for by the parties, and the decision of the third party consulting engineer shall be binding on the parties.
15. The parties agree that there shall be no private wells allowed to be cross-connected with the municipal water Services system or to discharge to the municipal sanitary Services without the prior written approval of both North Huron and Morris-Turnberry.
16. The parties agree that water Services under this Agreement shall be designed to prevent the backflow of non-potable or contaminated water into the municipal water Services.

SANITARY SEWER SERVICING

17. The parties agree that the municipal sanitary sewer portion of the Services extended from North Huron to the Sanitary Sewer Properties pursuant to this Agreement shall only be used to service the Sanitary Sewer Properties within the volumes assigned in Schedule "B" during the term of this Agreement unless otherwise permitted by North Huron in writing. Without limiting the generality of the foregoing, no additional connections or capacity shall be made to the Services without North Huron's prior written consent, which may be withheld in its sole discretion.
18. North Huron shall be responsible for the maintenance, repairs and replacement of the sanitary sewer Services, pursuant to this agreement, on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the irrevocable right in the nature of an easement to enter on, over, into and under such lands for such purposes.
19. The sanitary sewage volumes shall be calculated using a monthly average with the assumption that the sanitary sewage flow will be equal to the potable water usage. Alternately, Morris-Turnberry, at their expense, may have a suitable sanitary sewage flow measuring device installed and maintained at any individual sewer property, at North Huron's sole discretion.
20. The parties agree that sanitary sewer Services under this Agreement shall be designed and installed to strictly prohibit the connection of foundation drains, roof leaders and any other surface or ground waters from entering the sanitary sewer Services.

FINANCIAL

21. The Council of North Huron shall set the water service rates and the sewage service rates for users outside the boundaries of North Huron. The parties agree that the rates for such services are set out in the current Township of North Huron Rates and Fees By-law. The rates in effect at the time of the passing of this Agreement are attached Schedule "C". North Huron shall have the authority to amend the water service rates and/or the sewage service rates from time to time, without notice and in its sole discretion, provided that rates for users outside the boundaries of North Huron shall not exceed 150% of the rates paid by similar users within the boundaries of North Huron.
22. North Huron agrees to read and maintain the water meters and all related water supply and sewage collection facilities constructed to serve the Water Properties and the Sanitary Sewer Properties.
23. Morris-Turnberry shall collect from the owners and/or tenants of the Water Properties and the Sanitary Sewer Properties their proportionate share of the water service rates and the sewage service rates. Morris-Turnberry shall pay to North Huron, within thirty (30) days of receipt of an invoice from North Huron, the full amount of the outstanding water service rates and sewage service rates owing for the applicable period regardless of whether or not Morris-Turnberry has been able to collect the proportionate share from the end-user. Any delay in payment shall result in penalty charges and interest accruing consistent with North Huron's standard practice for overdue utility accounts.

24. Morris-Turnberry agrees to pay to North Huron its proportionate share of the replacement cost of water and sanitary sewage Services incurred by North Huron which is attributable to the increased volume and use required to service the Water Properties and the Sanitary Sewer Properties. The replacement cost shall be calculated as per the Capital Charge or Infrastructure Recovery Fee set out in Schedule "C" to this Agreement. North Huron shall have the authority to amend the Capital Charge or Infrastructure Recovery Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.
25. Morris-Turnberry agrees to pay to North Huron a Hydrant Charge as set out in Schedule "C".
26. The cost to install water and/or sewage services shall be based on the actual cost to install the service to the property line of the Water Property or the Sanitary Sewer Property, as the case may be, as per the Connection Charge as set out in Schedule "C" to this Agreement. The Charge or Fee shall be recoverable from Morris-Turnberry by North Huron in the same manner as the water service rates and the sewage service rates.
27. Morris-Turnberry shall reimburse North Huron for its cost of preparing this Agreement.

GENERAL

28. Morris-Turnberry shall adopt and enforce a sewer use by-law for the control of discharges to municipal sewers that contains the same provisions and is consistent with By-law No. 37-2004 of North Huron. In the event By-law No. 37-2004 is amended or replaced, Morris-Turnberry shall as soon as practicable amend or replace its sewer use by-law to ensure the by-laws remain consistent. Morris-Turnberry shall provide a copy of its most current sewer use by-law to North Huron.
29. Morris-Turnberry shall indemnify and hold harmless North Huron from and against any and all actions, causes of action, suits, claims, demands and costs of any nature or kind whatsoever arising under or in way related to this Agreement or the Services, unless such costs are due solely to the negligence of North Huron.
30. All disputes relating to this Agreement shall be resolved by arbitration in accordance with the following procedure:
 - (a) the party wishing to commence the arbitration process shall give written notice to the other party advising that it is exercising its right to submit the issue in dispute to arbitration by a single arbitrator (the "Arbitrator") and providing the names of three (3) potential Arbitrators who are acceptable to it;
 - (b) within ten (10) days of receipt by the other party of the notice referenced in subsection 27(a), the parties shall agree upon an Arbitrator, either one named in such notice or otherwise, failing which either party may seek the appointment of an Arbitrator by a judge of the Superior Court of Justice (Ontario);
 - (c) the arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1991 or its successor legislation as the case may be; and

- (d) the Arbitrator's award shall be in writing, shall state the reasons for the award, may include an award of costs (including reasonable legal fees and disbursements and fees and expenses of the Arbitrator) and shall be binding on the parties.
- 31.** In the event of an occurrence of an unauthorized connection or alteration to the Services, or the extension of water services and/or sanitary sewer services to any property not set out in Schedules "A" or "B" to this Agreement, North Huron shall have the authority to immediately terminate the provision of water services and/or sanitary sewer services to the Water Properties and/or the Sanitary Sewer Properties.
- 32.** This Agreement shall run for a term of five (5) years from the original Agreement date of September 2, 2014, at which time, subject to the terms hereof and unless either party provides notice in writing to the contrary at least one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years. The parties hereto agree that this Agreement may not be amended except with the mutual written consent of both parties. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered by facsimile to the parties at the addresses as follows:
- (a) To North Huron:
- The Corporation of the Township of North Huron,
PO Box 90,
274 Josephine Street,
WINGHAM, ON N0G 2W0
Attn: Kathy Adams, Director of Corporate Services, Deputy Clerk
Fax: 519.357.1110
- (b) To Morris-Turnberry:
- The Corporation of the Municipality of Morris-Turnberry
41342 Morris Road,
PO Box 310,
BRUSSELS, ON N0G 1H0
Attn: Nancy Michie, Administrator Clerk-Treasurer
Fax: 519.887.6424
- 33.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
- 34.** This Agreement supersedes all former agreements passed under the authority of the Municipal Act and hereby replaces and revokes By-Law No. 56-2014, By-Law No. 58-2010 of the Township of North Huron and By-law No. 55-2014, By-law No. 79-2010 of the Municipality of Morris-Turnberry; and By-Law No. 2445 (1999) of the Town of Wingham and By-Law No 7 (1999) of the Township of Turnberry.
- 35.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may also be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to

an original signature for all purposes. Any party delivering this Agreement by facsimile or pdf, shall forthwith deliver originally executed copies to the other party hereto.

IN WITNESS WHEREOF this Agreement has been executed by the proper signing officers of the parties, who have been duly authorized in that regard.

THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON

Per: _____

Neil Vincent
Reeve

Per: _____

Kathy Adams
Director of Corporate Services,
Clerk

THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-
TURNBERRY

Per: _____

Paul Gowing
Mayor

Per: _____

Nancy Michie
Administrator Clerk-Treasurer

SCHEDULE “A”

WATER PROPERTIES

<u>Roll Number</u>	<u>Owner</u>	<u>Property Description</u>	<u>Capacity</u> <u>(m³/day)</u>	<u>Assignment</u>
1. 40 60 540 001 00805	Joe Kerr Ltd.	Con 1 Pt Lot 7 As RP 22R-2829 Part 1	2	
2. 40 60 540 001 00900	Leslie Motors Ltd.	Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3	2	
3. 40 60 540 001 00905	MW Simpson Construction Ltd	Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2	To be established	
4. 40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7, 8, 9, 10 AS RP 22R4246 Parts 1 & 2	654	
5. 40 60 490 001 00450	Pioneer Hi-Bred Production LP	Con 1 Pt Lots 7,8 Turnberry	2	
6. 40 60 490 001 00501	Municipality of Morris- Turnberry	Con 1 S Pt Lot 9 Turnberry Central School	7.5	
7. 40 60 490 020 07400	Royal Homes Limited	Plan 410 Park Pt Lot 26 S of RR as RP 22R2467 Part 3	1	
8. 40 60 490 020 07700	Royal Homes Limited	Plan 410 Park Lot 27 & 28 Pt Park Lot 26 as RP 22R2467	1	
9. 40 60 490 020 07900	Green's Meat Market & Abattoir Ltd.	Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1	To be established	
10. 40 60 490 023 00125	1822007 Ontario Inc. 'Britespan'	Plan 432 Lot 17 Part Lot 18 as 22R2824 Part 5	1	
11. 40 60 490 023 00300	Kenneth J. VanderWoude Wendy VanderWoude	Plan 432 Lot 14	1	
12. 40 60 490 023 00400	Peter Stacey	Plan 432 Pt Park Lot 13	1	
13. 40 60 490 023 00500	Bradley Van Niekert	Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1	1	
14. 40 60 490 023 00600	Terese Gebhardt	Plan 432 Pt Lot 12	1	
15. 40 60 490 023 00700	Johannes and Annaluise Weigand	Plan 432 Pt Lot 11 Pt Lot 12	1	
16. 40 60 490 023 00860	914572 Ontario Ltd. C/O Rob Stute	Plan 432 SE Pt Lots 15,16 63 North St W	5	

17. 40 60 490 023 01500	J E Hodgins Lumber	Con 8 Pt Lot 24 including RP 22R 366 Part 1	1
18. 40 60 490 023 01600	Jake and Annie Kikkert	Plan 432 Park Lot 10, Pt Park Lots 11, 12, 13	1
19. 40 60 490 023 99800	Municipality of Morris- Turnberry	Con 8 Pt Lots 22, 23,24 Con 9 Pt Lot 9 Former CPR lands	1
20.	1822007 Ontario Inc. 'Britespan'	Park Lot's 9, 21, 24, Peter Street Closed, Registered Plan 432	

SCHEDULE “B”**SANITARY SEWER PROPERTIES**

<u>Roll Number</u>	<u>Owner</u>	<u>Property Description</u>	<u>Capacity Assignment</u> <u>(m³/day)</u>
1. 40 60 540 001 00805	Joe Kerr Ltd.	Con 1 Pt Lot 7 As RP 22R-2829 Part 1	2
2. 40 60 540 001 00900	Leslie Motors Ltd.	Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3	2
3. 40 60 540 001 00905	MW Simpson Construction Ltd.	Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2	To be established
4. 40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7,8,9,10 as RP 22R4246 Parts 1 & 2	200
5. 40 60 490 001 00450	PioneerHi-Bred Production LP	Con 1 Pt Lots 7,8 Turnberry	2
6. 40 60 490 001 00501	Municipality of Morris- Turnberry	Con 1 S Pt Lot 9 Turnberry Central School	7.5
7. 40 60 490 001 00600	Marilyn VanHeesch	Con 1 Spt Lot 9	5.2
8. 40 60 490 020 07900	Green's Meat Market & . Abattoir Ltd.	Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1	To be established
9. 40 60 490 023 00125	1822007 Ontario Inc. 'Britespan'	Plan 432 Lot 17 Part Lot 18 as 22R2824 Part 5	1
10. 40 60 490 023 00300	Kenneth J. VanderWoude Wendy VanderWoude	Plan 432 Lot 14	1
11. 40 60 490 023 00500	Bradley VanNiekert	Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1	1
12. 40 60 490 023 00600	Terese Gebhardt	Plan 432 Part Lot 12	1
13. 40 60 490 023 00700	Johannes and Annaluise Weigand	Plan 432 Part Lot 11, 12	1
14. 40 060 490 023 00860	914572 Ontario Ltd. C/O Rob Stute	Plan 432 SE Pt Lots 15,16 63 North St W	5

15. 40 60 490 023 02601	Mac Gowan Nursing Homes Ltd.	Con 8 Pt Lot 23 and RP 22R727 Parts 1, 2, & 3	Equivalent of 25 homes
	1820007 Ontario Inc. "Britespan"	Park Lot's 9, 21, 24, Peter Street Closed, Registered Plan 432	1

SCHEDULE “C”
CROSS-BORDER SERVICING RATES

1. Water Rate

The rate for authorized Morris-Turnberry water users is established at 150% of the North Huron base rate, plus 150% of the normal North Huron rate per cubic metre of water, plus 100% of the normal North Huron capital reserve rate.

Municipality of Morris-Turnberry costs will be:

Consumption Costs:

“premises” shall mean any house, tenement, apartment, living unit, building, lot, or part of a lot, or both, in, through, or past which water service pipes run.

Billing Categories:

Residential/Small Commercial Costs/Institutional per premises – Monthly

Industrial Costs - Larger than one (1) inch service - Monthly

As per current Township of North Huron Fee By-law

Capital Charge or Infrastructure Recovery Fee:

There is a one-time Capital Charge or Infrastructure Recovery Fee of \$2,500.00 per Capacity Assignment (residential house or equivalent). Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Capital Charge or Infrastructure Recovery Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer with respect to the annual average, peak usage and proportionate share of replacement capacity, or in accordance with a Development Charges By-law enacted by North Huron.

Connection Charge:

The Connection Charge shall be the actual costs of material and labour to install the water service to the property line. The customer must install a water meter supplied by the Township of North Huron at the customer’s expenses.

The Consumption Costs, Watermain Frontage Cost, Capital Charge or Infrastructure Recovery Fee and Connection Charge shall be the responsibility of the Municipality of Morris-Turnberry and shall be recovered from the owners or tenants of the affected properties by Morris-Turnberry.

Hydrant Charge:

The Hydrant Charge shall be \$400 per hydrant per annum for hydrants entirely servicing Morris-Turnberry and \$200 per hydrant per annum for hydrants along shared border of Morris-Turnberry and North Huron.

2. Sewer Rate**Residential Rates:**

The monthly sewage rate for authorized Morris-Turnberry sanitary sewer connections shall be at 1.5 times the standard residential North Huron sewer rate plus 100% of the normal North Huron capital reserve rate.

Capital Reserve:

A capital reserve will be added to all Residential, Commercial, Industrial and Institutional properties, at the same rate as the water capital reserve.

Capital Charge or Infrastructure Recovery Fee:

There is a one-time Capital Charge or Infrastructure Recovery Fee of \$3,500.00 per Capacity Assignment (residential house or equivalent). Without limiting the generality of the main body of this Agreement, North Huron shall have the authority to amend the Capital Charge or Infrastructure Recovery Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer with respect to the annual average, peak usage and proportionate share of replacement capacity, or in accordance with a Development Charges By-law enacted by North Huron.

Commercial, Institutional and Industrial Rates:

Significant Commercial, Institutional and Industrial Rates, including capital reserve, will be negotiated to the satisfaction of North Huron on an individual basis.

Connection Charge:

The Connection Charge shall be the actual costs of material and labour to install the sewer service to the property line.

The Capital Charge or Infrastructure Recovery Fee, the Connection Charge and the User Fee shall be the responsibility of the Municipality of Morris-Turnberry and shall be recovered from the owners or tenants of the affected properties by Morris-Turnberry.

Sewage Rates for Wescast Industries

The negotiated percentage sewage charge for Wescast Industries will be 50% of the applicable metered Water Rate or 1.5 times the out of town flat sewage rate, whichever is greater, plus a capital reserve charge of 100% of the applicable water capital reserve per inch of service.

<u>Roll Number</u>	<u>Owner</u>	<u>Property Description</u>	<u>Capacity Assignment (m³)</u>
40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7, 8, 9, 10 AS RP 22R4246 Parts 1 & 2	654

Sewage Rates for MacGowan Nursing Home

The sewage charge for the MacGowan Nursing Home will be based on the equivalent of twenty-five homes times the out of town flat sewage rate plus a capital reserve charge of 100% of the applicable water capital reserve per inch of service.

SCHEDULE F

MORRIS TURNBERRY PARTNERSHIP AGREEMENT

Annually, during the term of this Agreement, Morris Turnberry's shall contribute to North Huron services in accordance with Clause 3 c) of the Township's Cross Border Servicing Policy which states that Cross Border Agreements shall contain;

"Provisions which recognize ongoing partnership between the receiving municipality and the Township of North Huron including;

- i. A requirement for the receiving municipality to contribute annually to other Township of North Huron services or programs which may include but not be limited to recreation, cemeteries, libraries, day care centres, airport, economic development, etc., as mutually agreed by the Parties; and/or
- ii. A requirement for the receiving municipality to share taxation revenue resulting from the proposed development, as mutually agreed by the Parties; and/or,
- iii. Other financial contributions, as mutually agreed by the Parties."

Morris Turnberry shall contribute annually to the following North Huron Services;

- ☐ Westcast Community Centre \$70,000
- ☐ Blyth Community Centre \$16,000
- ☐ Cemeteries \$25,000

North Huron reserves the right to request an amendment to this Schedule in conjunction with new servicing requests from Morris Turnberry.

MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario N0G 1H0
Tel: 519-887-6137 ext. 21 Fax: 519-887-6424 Email: nmichie@morristurnberry.ca



Nancy Michie
Administrator Clerk-Treasurer

April 6, 2017

Township of North Huron
PO Box 90,
WINGHAM, ON N0G 2W0

Attn: Sharon Chambers- CAO

**Re: Cross -Border Servicing Agreement -2017 and
Request for Water and Sanitary Sewer Services**

The Council of the Municipality of Morris-Turnberry has received the Cross-Border Servicing Agreement, as of April 4, 2017 and has passed a motion to approve the agreement in principle.

The Council is asking that the Council of North Huron give consideration to the following amendments:

1. That the following properties be added to the Schedules A and B:
 1. Plan 410 Pt Park Lot 32 RP 22R5900 Parts 2 & 4 - owned by the Municipality of Morris-Turnberry, at the corner of North and Arthur Streets.
 2. 236 Alice Street- Plan 410 Park Lots 31 and 34 Pt Park Lot 33.

The two properties are shown on the attached map and are in the development area for the Phase 1 of the Industrial Land Strategy. We realize that we cannot determine capacity, at this time, however, it would be beneficial to have the properties listed on the Schedules at this time. Both properties are listed for sale, with interest being shown towards the properties. This would eliminate the need for a future amendment to the agreement.

2. That the wording on Schedule F be amended to the following effect:

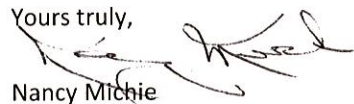
Morris-Turnberry will give consideration to an annual grant to the following North Huron Services:

 1. Wescast Community Centre \$70,000
 2. Blyth Community Centre \$16,000
 3. Cemeteries \$25,000

The Council wants North Huron Council to understand that Morris-Turnberry Council has every intention to support the local services.

Thank you for your cooperation.




Yours truly,

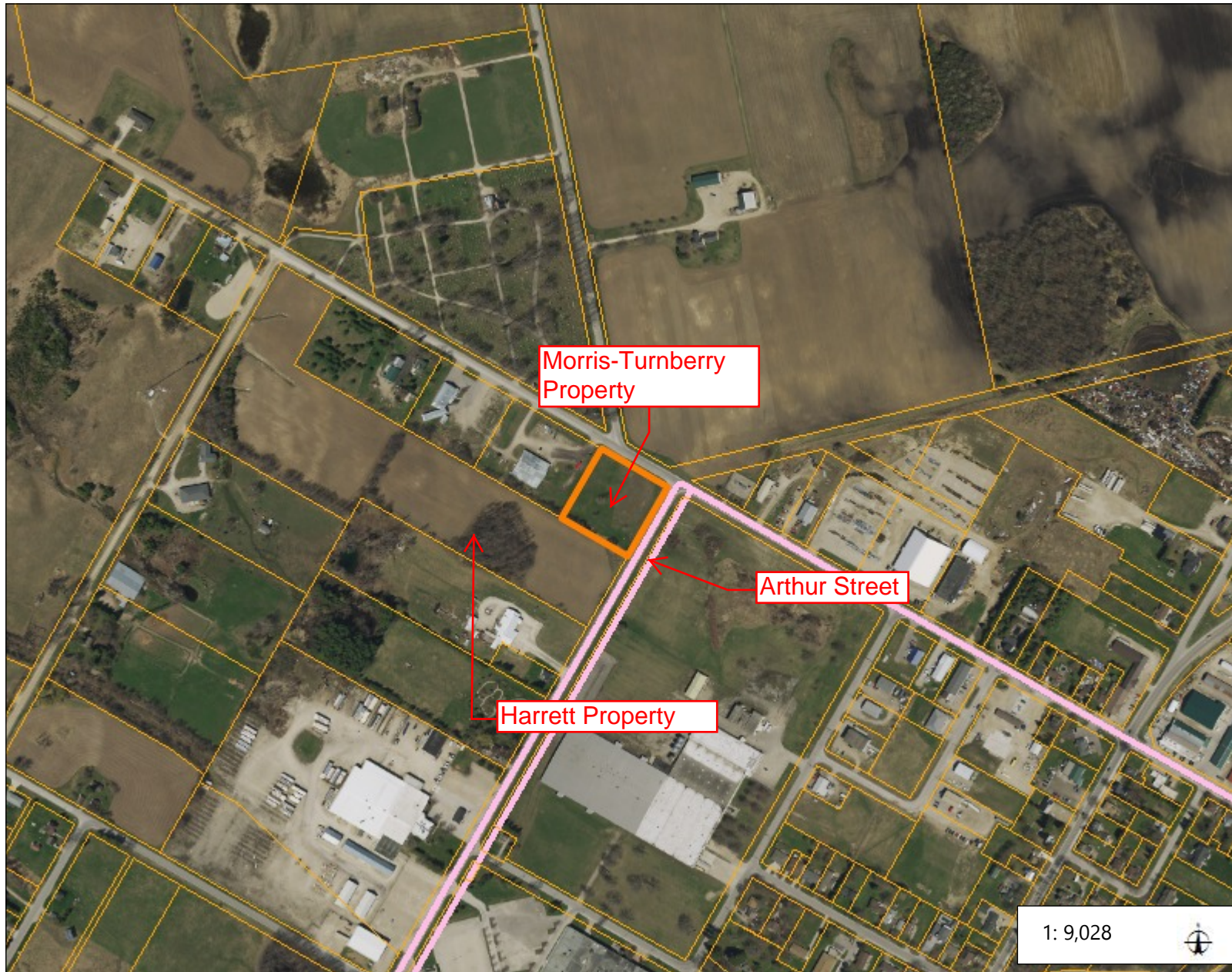


Nancy Michie



Legend

-  Parcel Fabric
-  Municipal Boundary
-  County Boundary
- Layers



1: 9,028



458.6 0 229.31 458.6 Meters

Notes



Westario Power Inc.

24 Eastridge Rd., R.R. # 2
Walkerton, ON N0G 2V0
Phone – 519-507-6937
Toll Free: 1-866-978-2746
Fax 519-507-6887
www.westario.com

Tuesday, February-28-17

RE: Special Shareholder Resolution

Dear Shareholder;

At the June 2016 Annual General Meeting, Westario Powers' current slate of Directors was approved by Resolution which carries us forward until June 2017 unless amended by Special Shareholder Resolution.

As there has been a new Appointee (David Smith- Saugeen Shores) to Westario Powers' Board effective April 13th, 2017, Westario Power attaches the following for your consideration and approval.

We respectfully request that the form be returned to our office by Friday, March 31st, in an effort to facilitate Orientation of the new Director representing Saugeen Shores as well as provide packages for future Board of Directors Meeting(s) and upcoming AGM.

Should you have any questions, please do not hesitate to contact me directly at 519-507-6666 ext. 213 or Lisa at 519-507-6666 ext. 216.

Sincerely,

Tracey Vanness
Corporate Secretary



WESTARIO POWER INC.

**SPECIAL RESOLUTION OF THE SHAREHOLDERS
CONFIRMATION OF DIRECTORS**

BE IT RESOLVED THAT:

1. The following persons are hereby confirmed as Directors of the Corporation effective April 13th, 2017:

David Smith
William Goetz
Peter Hambly
George Bridge
David Inglis
Mitch Twolan
Glen King
Randy Hughes
Bart Cameron

**THE FOREGOING SPECIAL RESOLUTION is hereby APPROVED BY THE
SHAREHOLDERS.**

DATED as of the _____ day of March 2017.

) **The Corporation of the Township of**
) **Huron-Kinloss**
)

) By: _____ c/s
)

) Name:
)

) Title:
)

) By: _____
)

) Name:
)

) Title:
)

) **The Corporation of the Municipality of**
) **Kincardine**
)

) By: _____ c/s
)

) Name:
)

) Title:
)

) By: _____
)

) Name:
)

) Title:
)

) **The Corporation of the Town of Minto**
)
)

) By: _____ c/s
)

) Name:
)

) Title:
)

) By: _____
)

) Name:
)

) Title:
)

) **The Corporation of the Municipality of**
) **South Bruce**
)

) By: _____ c/s
)

) Name:
)

) Title:
)

) By: _____
)

) Name:
)

) Title:
)

) **The Corporation of the Town of Saugeen Shores**

)

)

)

By: _____ c/s

)

Name:

)

Title:

)

)

By: _____

)

Name:

)

Title:

)

)

)

The Corporation of the Township of North Huron

)

)

By: _____ c/s

)

Name:

)

Title:

)

)

By: _____

)

Name:

)

Title:

)

)

)

The Corporation of the Town of Brockton

)

)

By: _____ c/s

)

Name:

)

Title:

)

)

By: _____

)

Name:

)

Title:

)

)

)

The Corporation of the Town of Hanover

)

)

By: _____ c/s

)

Name:

)

Title:

)

)

By: _____

)

Name:

)

Title:

)

Fortis Ontario Inc.

)

)

By: _____ c/s

)

Name:

)

Title:

)

)

By: _____

)

Name:

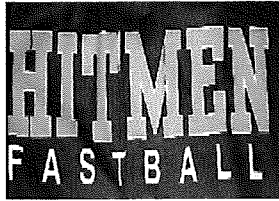
)

Title:

RECEIVED

APR - 5 2017

TOWNSHIP OF NORTH HURON



WINGHAM HITMEN FASTBALL TEAM

April 5, 2017

Township of North Huron,
P.O. Box 90,
Wingham, Ontario.
N0G 2W0.

Re: Annual Hitmen Co-ed Slo-Pitch Tournament – Municipal Significance & Noise By-law Extension.

Reeve Vincent & Council:

The Wingham Hitmen Fastball Club respectfully requests Township of North Huron Council approve the Club's application to LCBO for a Special Occasions Permit to hold a refreshment tent between the Riverside Park and Libro Field on July 14, 15 & 16, 2017. The refreshment tent is being held in conjunction with the Annual Co-ed Slo-Pitch Ball Tournament. The Hitmen also request that Council proclaim this event as a municipal significant event.

We would also wish to ask the noise by-law be extended from 11:00pm to 1:00am for July 14th and 15th, 2017

The net proceeds for this event has been and will continue to provide funds to the community for local improvement projects as well as funds to local charitable organizations. I trust Council shall give its consideration to this matter.

Should you have any questions or require additional information concerning this matter, please contact me at (519) 357-8142.

Yours truly,

A handwritten signature in black ink, appearing to read "Ronald B.", written over a light blue horizontal line.

Player Representative,
Wingham Hitmen.

Cc - Wingham Police Service
- Wingham Fire Department

North Huron Building Department
Huron County Health Unit



Barn Dance Historical Society

P. O. Box 68,
Wingham, Ontario N0G 2W0
Phone: (519) 530-8000
web site: www.thebardance.ca

April 3rd, 2017

Mrs. Pat Newson

Township of North Huron

Box 90

Wingham, ON N0G 2W0

Dear Mrs. Newson:

The 20th Annual Barn Dance Campout Jamboree is being held on May 25th, 26th, 27th and 28th, 2017.

Once again, we (The Barn Dance Historical Society and the Blyth Lions Club) would ask permission from council for exemption from the security provisions in the rental arrangements as in the past. The campers and attendees at our function are mostly seniors and we do control all entrances to our events.

Your consideration to this request is greatly appreciated.

Yours truly

Ruth Baxter

President

"Canada's Largest Traveling Barn Dance"



April.13, 2016

Township of North Huron
P.O. Box 90,274 Josephine St.
Wingham, Ontario
N0G 2W0
Attn: Kathy Adams-Clerk

I am sure council is aware that there is a major event being hosted in Huron County in the fall of 2017 and that being the International Plowing Match and Rural Expo in Walton, Ontario September. 19 to September.23, 2017 on the Jack Ryan farm.

As I am sure you can appreciate an event of this magnitude requires a great deal of preparation and the Executive for the local committee(IPM 2017) and all the associated committee's have been diligently working hard to ensure the Match is a success.

A key part of the promotion of IPM 2017 is that 2017 marks the 100th IPM Match. According we are wishing to have a kick off event 100 days out from the match (June.10, 2017). Our wish is to hold the event at the West Cast Centre on the day in question. Given our plan as an Executive is to involve all parts of the County of Huron, it is for that reason North Huron has been chosen by the Executive to host this kick off event.

The main focus of the event is to Host a local act known as Letterkenny along with a local DJ, yet to be finalized before and after the Letterkenny act.

This event will draw a number of people from all parts of the County and abroad, which will be of a significant value to the North Huron Community. The plan for this event is to run it on the arena floor at the West Cast Centre from 8pm to 1:00am.

As part of the Special Occasions
Public Event as an organization we

permit requirements for a
require the endorsement of

www.plowingmatch.org



North Huron Council to proceed with the application for the Special Occasions Permit. The requirements indicated the event has to be designated by North Huron council as an event of municipal significance benefiting the Community of North Huron.

It is the opinion of the IPM2017 Executive North Huron would benefit in a number avenues along with Community support for this kick off event.

In closing we would ask the Council of North Huron consider providing a letter of designation endorsing the event to be of significance for the municipality of North Huron for our June.10, 2017 kick off event.

Yours truly,

Kevin Varley
IPM 2017 Executive Member

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 33-2017

Being a by-law to adopt a StopGap Policy
for the Corporation of the Township of North Huron.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council is desirous of executing a StopGap Policy for the Corporation of the Township of North Huron;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a StopGap Policy for the Corporation of the Township of North Huron.
2. That a copy of the said Policy, Schedule A and Schedule B are attached hereto to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 18TH DAY OF APRIL, 2017.

READ A THIRD TIME AND PASSED THIS 18TH DAY OF APRIL, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Clerk



STOP GAP POLICY	
Policy Number:	Effective Date: April 3, 2017
Approved By: Council	Revision Date:

STOP-GAP POLICY

PURPOSE

To create awareness about barriers in our built environment by allowing the deployment of deployable entry ramps to businesses in the Township of North Huron. The policy is to create a process to ensure the Township's administrative requirements of participating business are met with respect to liability reduction for the Township. The StopGap ramp program is available through the Huron County Accessibility Advisory Committee to single stepped storefronts which currently prevent access to some individuals including people in wheelchairs, with mobility devices and strollers.

ELIGIBILITY

This policy applies to any businesses participating in the StopGap ramp program in the Township of North Huron administered through the Huron County Accessibility Advisory Committee.

APPLICATION PROCEDURES

An application for the program should be completed through the Huron County Accessibility Advisory Committee. Part of the application process, administered through Committee resources, will include a waiver/indemnification clause with respect to the Township of North Huron interests, which business owner's are required to sign-off before the Township will permit the use of a StopGap ramp, or any other store access ramp needing deployment on or nearby the Township sidewalk to provide barrier free access to businesses.

The Township will require the waiver signed, as well as annual proof of insurance with the Township being named as co-insured. Each application shall include:

- Township of North Huron – Waiver of Liability Form
- A "Certificate of Insurance" for Commercial General Liability of not less than \$2,000,000.00 (two million dollars)
 - The policy must be written on an Occurrence Basis, Claims Made policies are not acceptable, and must include:
 - Bodily Injury
 - Property Damage
 - Contractual Liability
 - Cross Liability Clause and Severability of Interest Clause
 - The Corporation of the Township of North Huron needs to be added as an additional insured but only in respect of their interest in the operation of the Named Insured

StopGap Huron will administer the program, and provide owner information to the Township of waiver sign-off and proof of insurance for the participating businesses.



STOP GAP POLICY	
Policy Number:	Effective Date: April 3, 2017
Approved By: Council	Revision Date:

Once these have been met as outlined above in a satisfactory condition, StopGap will be notified by the Township in writing.

The use of the ramp is the sole responsibility of the business owner, and the ramp must only be deployed when required.

ADMINISTRATION

- The program of materials and labour for construction of the ramps is administered through the Huron County Accessibility Advisory Committee.
- The program application process and verification process is conducted by the Huron County Accessibility Advisory Committee.
- The Township will verify insurance requirements, waiver requirements and provide written notice to StopGap for each participating business owner.
- Access to this program is coordinated through Huron County Accessibility Advisory Committee in consultation with the Township of North Huron.
- Deployment of the ramp on the sidewalk without Township approval through this policy may result in penalties for owners.
- The approval requirements for this program with respect to North Huron interests are outlined in Appendix A and B attached.



STOP GAP POLICY	
Policy Number:	Effective Date: April 3, 2017
Approved By: Council	Revision Date:

Appendix A
Waiver Liability, Assumption of Risk and Indemnity Form
Township of North Huron – StopGap Huron – The Ramp Project

Business/Organization _____

Street Address _____

Province _____ **City/Town/Village** _____ **Postal Code** _____

Phone Number _____ **Email** _____

Please read carefully before signing.

By signing this document, you waive certain legal rights, including the right to sue.

I understand that The StopGap Foundation (“StopGap”) will construct and provide my business within the Township of North Huron with a temporary ramp to be used to access my single stepped storefront. Once StopGap delivers the ramp, it is my property and my sole responsibility. **I understand that in order to participate in The Ramp Project and use the ramp on or around the Township sidewalk, I must agree to and sign this waiver and indemnity.**

I know that this ramp is not intended to be a permanent ramp to my storefront and that the ramp should only be used when needed. When in use, the ramp should be level and flush against the step with no gaps present. When the ramp is not in use, it is not permitted to be deployed on or around the Township sidewalk. I understand that the use or storage of the ramp could cause injury to persons or property, and the Township is not responsible for any damages that may occur as a result of any injury.

I voluntarily and unconditionally release the Township of North Huron, its employees, contractors, agents, directors elected officials, or volunteers from all claims including, but not limited to, personal injury, bodily injury and property damage, whether caused by negligence or otherwise, which I have or may have in the future or during my participation in StopGap - The Ramp Project.

I agree to indemnify and hold harmless the Township of North Huron, its employees, contractors, agents, directors, elected officials, or volunteers for any and all liabilities, damages, costs, claims, suits, and actions that are directly or indirectly related to my activities, or my participation in StopGap - The Ramp Project.

I agree to provide the Township of North Huron annually, regardless the use of the StopGap Ramp, with copies of “Certificate of Insurance” for Commercial General Liability of not less than \$2,000,000.00 (two million dollars) and include the Corporation of the Township of North Huron as an additional insured.

I agree not to sue or bring legal action against anyone who could seek contribution or indemnity from the Township of North Huron, its employees, contractors, agents, directors or volunteers under the *Negligence Act*.

Owner/Manager Signature

Owner/Manager Printed Name

Date



STOP GAP POLICY	
Policy Number:	Effective Date: April 3, 2017
Approved By: Council	Revision Date:

"I have authority to bind the corporation"

Print First and Last Name

Appendix "B"

Certificate of Insurance

Regarding the use of the StopGap Ramp, the Township requires that the business provide a "Certificate of Insurance" for Commercial General Liability of not less than \$2,000,000.00 (two million dollars).

Please note the following:

The policy must be written on an Occurrence Basis (Claims Made policies are not acceptable) and must include:

- Bodily Injury
- Property Damage
- Contractual Liability
- Cross Liability Clause and Severability of Interest Clause

The Corporation of the Township of North Huron needs to be added as an additional insured.

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 34-2017

A By-law of the Township of North Huron To confirm generally previous actions of the Council of the Township of North Huron

THEREFORE the Council of the Corporation of the Township of North Huron enacts as follows:

1. The actions of the Council of the Corporation of the Township of North Huron at its meeting on April 18, 2017, be confirmed.
2. Execution by the Reeve and the Clerk of all Deeds, Instruments, and other Documents necessary to give effect to any such Resolution, Motion or other action and the affixing of the Corporate Seal, to any such Deed, Instruments, or other Documents is hereby authorized and confirmed.
3. This By-law shall come into force and takes effect on the date of its final passing.

READ A FIRST AND SECOND TIME this 18th day of April, 2017.

READ A THIRD TIME AND FINALLY PASSED this 18th day of April, 2017.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk