

**THE TOWNSHIP OF NORTH HURON
COUNCIL AGENDA**



Date: Monday, October 17, 2016
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 October 17, 2016 Council Meeting; as printed.</i>	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. CONSENT AGENDA	
<i>THAT the Council of the Township of North Huron hereby adopts Consent Item 4.1.1; AND FURTHER THAT all other Consent Items be received for information.</i>	
4.1 Minutes	
4.1.1 Minutes of the Regular Council Meeting held October 3 2016	8
4.2 Reports	
4.2.1 Finance Report 10-17-16 (Department Update)	19
4.2.2 Finance Report 10-17-16 (Gas Tax Base Spending Review)	21
4.2.3 Fire and Emergency Service Report 10-17-16 (911 signs for vacant farm driveways - update)	23
4.2.4 Fire and Emergency Service Report 10-17-16 (Monthly Activity Report)	25
4.2.5 Fire and Emergency Service Report 10-17-16 (Self Contained Breathing Apparatus)	29
4.2.6 Building Department - Report 10-17-16 (Department Update)	31
4.2.7 CAO Report 10-17-16 (October Administration Activities)	33

4.2.8	Bills and Accounts	35
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Accounts Payable	October 14, 2016
General Account	\$127,579.43
Water Account	\$75,080.30
Sewer Account	\$47,083.32
General Internet/Pre-authorized	\$65,007.74
Water Internet/Pre-authorized	\$14,878.68
General Direct Deposit	\$77,263.08
Sewer Pre-authorized	\$14,827.31
TOTAL	\$421,719.86

4.3	Correspondence	54
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4.3.1	Ashfield-Colborne-Wawanosh Resolution - Auburn Dog Park	56
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4.3.2	Cowbell Brewing Co. Events in Blyth	58
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5. PUBLIC MEETINGS/HEARINGS AND DELEGATIONS

5.1	Laura Young, Huron County Planner - Bill 73 Update	61
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THAT the Council of the Township of North Huron hereby approve the menu of options contained in the chart in the Bill 73 Report as presented by Laura Young, Huron County Planner, to be used to assist Council when considering the effect of public and agency comments on decisions of planning applications and required to be included in motions for planning applications.

5.2	Committee of Adjustment Hearing	
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File D13-01/2016 Minor Variance Application
Concession 5 South Part Lot 40, East Wawanosh Ward, North Huron (39732 Westfield Road)
Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan

THAT the Council of the Township of North Huron hereby adjourns the Regular Council meeting at ... p.m. to enter a Committee of Adjustment Hearing.

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

THAT the Council of the Township of North Huron hereby accept the recommendation of the Committee of Adjustment; that the Minor Variance D13-01/2016 as it applies to Concession 5 South Part Lot 40, East Wawanosh Ward, Township of North Huron (39732 Westfield Road) Applicant/Owners: Marfran Farms- Francis Hallahan, Marian Hallahan and Steven Hallahan; be approved

5.3	Jacqui Empson Laporte - Proposal for Dog Park in Auburn	64
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THAT the Council of the Township of North Huron hereby directs staff to prepare a report addressing the proposal for a dog park in Auburn.

THAT the Council of the Township of North Huron hereby receives the proposal for a dog park in Auburn for information purposes.

6.	REPORTS	
6.1	Clerks Department	
6.1.1	Election 2018 - Municipal Elections Modernization Act	77
	<i>THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk’s report regarding Bill 181, Municipal Elections Modernization Act, 2016, for information purposes; AND FURTHER THAT Council maintain the existing first-past-the-post voting model for the 2018 Municipal Election.</i>	
6.1.2	Election 2018 - Alternative Voting Methods	81
	<i>THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk’s report regarding Alternative Voting Methods for the 2018 Election for information purposes; AND FURTHER THAT Council authorize the use of internet and telephone based voting for the 2018 Election; AND FURTHER THAT Council authorize staff to participate in a County-wide elections working group to establish policies and procedures, and investigate potential group pricing for internet and telephone based voting in conjunction with staff representatives from other Huron County municipalities.</i>	
6.2	Finance Department	
6.2.1	Insurance Renewal 10-17-16	85
	<i>THAT the Council of the Township of North Huron hereby authorizes the Director of Finance to obtain a Municipal Insurance Renewal Proposal with BFL Canada for coverage for 2017.</i>	
6.3	Recreation and Facilities Department	
6.4	Public Works / Utilities Department	
6.4.1	Public Works Shared Service Policy Updates	86
	<i>THAT the Council of the Township of North Huron hereby receive the report Shared Service Public Works Policies; AND FURTHER THAT the Council of the Township of North Huron hereby adopt the attached On-Call and Call-In Policy and the Hours of Work, Banked Time and Overtime Policy.</i>	
6.4.2	CWWF Funding Application Endorsement	102
	<i>THAT the Council of the Township of North Huron hereby receive the report Clean Water and Wastewater Fund Application Endorsement Application Endorsement for information; AND FURTHER THAT the Council of the Township of North Huron hereby endorse the projects included in the application as Master Water and Wastewater Servicing Plans and Detailed Design of the Wingham Standpipe project.</i>	

6.4.3	Blyth Tim Hortons Development Watermain Extension Agreement	104
	<i>THAT the Council of the Township of North Huron hereby receive the report Blyth Tim Hortons Watermain Extension Agreement for information; AND FURTHER THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2336438 Ontario Ltd. be brought forward for Council consideration, subject to the Owner providing satisfactory securities and insurance information.</i>	
6.4.4	Cowbell Brewery Watermain Extension Agreement	117
	<i>THAT the Council of the Township of North Huron hereby receive the report Cowbell Brewery Watermain Extension Agreement for information; AND FURTHER THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2363769 Ontario Ltd. be brought forward for Council consideration.</i>	
6.5	Fire Department of North Huron	
6.5.1	Diesel exhaust system for Wingham Fire Station	134
	<i>THAT the Council of the Township of North Huron hereby authorize the purchase of an AirVac 911 from Air Vacuum Corporation for the exhaust removal requirements at FDNH Wingham Station at an installed purchase price of \$24,647 US Dollars (approximately \$33,000 Canadian Dollars).</i>	
6.6	CAO	
6.6.1	George Agnew Reid murals - East Wawanosh 150th	136
	<i>THAT the Council of the Township of North Huron provide a letter for the East Wawanosh Canada 150 Grant application indicating permission to erect replicas of George Agnew Reid paintings in three spots in East Wawanosh (sites to be determined upon successfully receiving the grant). Potential sites include, the Belgrave Arena, the Belgrave picnic pavilion and the rest stop on highway 4.</i>	
6.6.2	Central Huron Cross Border Services Agreement	138
	<i>THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a Cross Border Services Agreement with the Municipality of Central Huron relating to the provision of water services to the Cowbell Brewing Company Development.</i>	
7.	CORRESPONDENCE	
7.1	Living Water Christian Fellowship request to waive hall rental	141
	<i>THAT the Council of the Township of North Huron adhere to the North Huron Fee Waiving Policy and decline the request to waive the fees for the rental of the Blyth Arena Hall for Friday, April 14, 2017 for the free breakfast event being held by the Living Water Christian Fellowship.</i>	
7.2	Huron Natural Heritage Plan Implementation Strategy	142
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. 83-2016	170
	Being a by-law Respecting Development Charges for the Corporation of the Township of North Huron.	
	<i>THAT By-law 83-2016; being a by-law Respecting Development Charges for the Corporation of the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.2	By-law No. 94-2016	181
	Being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron.	
	<i>THAT By-law 94-2016; being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron; be introduced a first and second time.</i>	
	<i>THAT By-law 94-2016; being a by-law to provide a Schedule of Retention Periods for the Records of the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.3	By-law No. 95-2016	213
	Being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron.	
	<i>THAT By-law 95-2016; being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron; be introduced, read a first and second time.</i>	
	<i>THAT By-law 95-2016; being a by-law to appoint to the Positions of a Chief Building Official, Building Inspector, and By-law Enforcement Officer and Property Standards Officer for the Township of North Huron; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.</i>	
10.4	By-law No. 96-2016	215
	Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation.	

THAT By-law 96-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation; be introduced, read a first and second time.

THAT By-law 96-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

10.5 By-law No. 97-2016 217

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service.

THAT By-law 97-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service; be introduced, read a first and second time.

THAT By-law 97-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Municipality of Central Huron for the provision of water service; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

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 Corporation (Offer to Purchase - Hutton Heights);*
- *A proposed or pending acquisition or disposal of land by the Corporation (Easement - Blyth);*
- *Litigation or potential litigation, including matters before administrative tribunals, affecting the Corporation (Status update third party claim - Building Department)*
- *Litigation or potential litigation, including matters before administrative tribunals, affecting the Corporation (Potential litigation - Building Department)*
- *Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Personnel Update).*

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

13.1 Offer to Purchase - Hutton Heights

13.2 Easement - Blyth

13.3 Status update third party claim - Building Department

13.4 Potential litigation - Building Department

13.5 Shared Services Personnel Update

14. CONFIRMATORY BY-LAW

14.1 By-law No. 98-2016, being a By-law of the Township of North Huron 231
to confirm general previous actions of the Council of the Township
of North Huron.

*THAT By-law 98-2016; being a by-law to confirm general previous
actions of the Council of the Township of North Huron; be
introduced, read a first and second time.*

*THAT By-law 98-2016; being a by-law to confirm general previous
actions of the Council of the Township of North Huron; be read a
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, October 3, 2016
Time: 7:02 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
Richard Al, Manager of Employee and Business Services
Laura Young, Planner

OTHERS PRESENT: Denny Scott, Citizen
Joe Hallahan

1. CALL TO ORDER

Reeve Vincent called the meeting to order at 7:02 pm.

2. CONFIRMATION OF THE AGENDA

M521/16

MOVED BY: B. Vodden

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron; accept the Agenda for the October 3, 2016 Council Meeting; as printed.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST

None noted.

4. **CONSENT AGENDA**

M522/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

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

4.1 Minutes

4.1.1 Minutes of the Regular Council Meeting held September 19, 2016

4.1.2 Minutes of the Development Charges Public Meeting held September 19, 2016

4.1.3 North Huron Police Services Board Meeting, June 21, 2016 Minutes

4.2 Reports

4.2.1 Clerk's Department - Report 10-03-16 (Department Update)

4.2.2 Recreation and Facilities - Report 10-03-16 (Department Update)

4.2.3 Public Works / Utilities - Report 10-03-16 (Shared Service Policy Updates)

4.2.4 Public Works / Utilities - Report 10-03-16 (Department Update)

4.2.5 Bills and Accounts

Accounts Payable	September 30, 2016
General Account	\$31,034.77
Water Account	\$214,823.01
Sewer Account	\$0.00
General Internet/Pre-authorized	\$139,871.31
Water Internet/Pre-authorized	\$2,970.34
General Direct Deposit	\$21,179.61
Sewer Pre-authorized	\$68.11
TOTAL	\$409,947.15

4.3 Correspondence

4.3.1 Ministry of Infrastructure Clean Water and Wastewater Fund

5. **PUBLIC MEETINGS/HEARINGS AND DELEGATIONS**

6. REPORTS

6.1 Clerks Department

6.1.1 Minor Adjustments to Site Plan for Wingham Health Clinic (131 John Street East, Plan 418 Lots 85, 86, 87 Part Lot 84, Part Lot 88 Plan 430, Lots 13, 14, 15 Part Lots 9, 11, 1, Wingham Ward, Township of North Huron)

Councillor Seip declared a conflict on this item as a member of the hospital board.

Councillor Knott noted concerns regarding clean-up for the area to be used for a horse tie-up.

M523/16

MOVED BY: Y. Ritsema-Teeninga

SECONDED BY: J. Campbell

THAT as permitted by Section 9 of the Site Plan Control Agreement between The Corporation of the Township of North Huron and Wingham and District Hospital as passed by By-law 16-2016, the Council of North Huron approves the requested minor adjustments to add and remove trees and add a concrete pad with a horse tie-up.

CARRIED

6.1.2 Records Management and Retention

M524/16

MOVED BY: R. Hallahan

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Records Management and Retention for information purposes; AND FURTHER THAT Council directs the Clerk to prepare a Records Management and Retention By-law to be included on the October 17, 2016 agenda.

CARRIED

6.2 Finance Department

6.3 Recreation and Facilities Department

6.4 Public Works / Utilities Department

6.4.1 Public Works Equipment Repairs Report

M525/16

MOVED BY: B. Knott

SECONDED BY: B. Vodden

THAT the Council of the Township of North Huron hereby receive the report Equipment Repairs for information;

AND FURTHER THAT the Council of the Township of North Huron hereby identify the funds necessary to support any necessary equipment repairs for the remainder of the 2016 budget year, being part of the Transfer to Reserve expense within the 2016 Roads Budget.

CARRIED

6.4.2 Public Works Waste Collection Contract

M526/16

MOVED BY: J. Campbell

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby receive the report Waste Collection Contract for information;

AND THAT the Council of the Township of North Huron hereby authorize the Reeve and Clerk to execute the Amending Agreement to Refuse Collection and Bluebox Collection for a 9 month extension of the existing contract.

CARRIED

6.4.3 Public Works Joint OCIF Application Endorsement

M527/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby receive the report Joint OCIF Application Endorsement for information;

AND THAT the Council of the Township of North Huron hereby endorse the joint application presented within this report, that being Phase 1-3 of the BM Ross Industrial Land Strategy and the Northwest Trunk Sewer.

CARRIED

6.5 Fire Department of North Huron

6.6 CAO

7. CORRESPONDENCE

7.1 Request from Wingham Lions Club for Road Closure

M528/16

MOVED BY: R. Hallahan

SECONDED BY: Y. Ritsema-Teeninga

THAT the Council of the Township of North Huron hereby approve the request from the Wingham Lions Club to close Josephine Street in Wingham from Scott Street to Park Drive at 11:00 am for a 2 hour duration on Saturday November 26, 2016 for the Wingham Lions Santa Claus Parade; AND FURTHER THAT the County of Huron and Emergency Services be notified.

CARRIED

7.2 OPP & Municipality Planning Meeting

Councillors to let the Clerk know if they will be attending and she will send RSVP.

8. COUNCIL REPORTS

8.1 REEVE ACTIVITY REPORT

Reeve Vincent reported on an announcement made by Ontario Meat and Poultry noting that the North Huron Community Food Share was one of top three food banks in Time to Give Thanksgiving Giveaway.

Reeve Vincent noted that a Hospice for Huron General Information Meeting is scheduled to take place on October 5, 2016 at 7:00-7:30pm at Knox Presbyterian Church in Goderich and requested that Councillors attend if they are available.

Reeve Vincent reported attending the recent R2R conference in Blyth and noted that the event consisted of high quality panels and presentations.

Reeve Vincent reported attending the Tulip planting in Blyth on Saturday October 1, 2016.

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

Councillor Vodden noted being impressed by the presentations and response from individuals who attended from great distances at R2R conference.

Councillor Ritsema-Teeninga applauded 14/19 Inc. for the R2R event.

Councillor Vodden commented that the R2R youth session was particularly interesting and useful information was presented.

Councillor Seip reported that extensive progress is being made by the Building Bridge to our Future committee on the high school fields. The Committee is planning to submit an application to Aviva Insurance for accessible playground equipment at Maitland River Elementary School.

Councillor Seip congratulated Apex Helicopters for the successful Helicopters for Homes event.

Councillor Ritsema-Teeninga reported that it is estimated that the money raised by the Helicopters for Homes event will build approximately 5 homes.

Councillor Knott requested that staff send a letter to thank Apex Helicopters for their recent event.

8.3 REQUESTS BY MEMBERS

Councillor Knott requested that staff work with Huron County to investigate traffic control options for the corner of County Road 25 and Highway 4 in Blyth.

M529/16

MOVED BY: B. Knott

SECONDED BY: T. Seip

THAT the Council of the Township of North Huron hereby direct staff to contact the County of Huron regarding traffic control at the corner of County Road 25 and Highway 4 in Blyth.

CARRIED

9. NOTICE OF MOTION**10. BY-LAWS****10.1 By-law No. 89-2016**

Being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.

M530/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT By-law 89-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.; be introduced, read a first and second time.

CARRIED

M531/16

MOVED BY: B. Vodden

SECONDED BY: J. Campbell

THAT By-law 89-2016; being a by-law to appoint a Drainage Superintendent pursuant to the Drainage Act, R.S.O. 1990 c.D.17 s.93.; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10.2 By-law No. 90-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund".

M532/16

MOVED BY: T. Seip

SECONDED BY: R. Hallahan

THAT By-law 90-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund"; be introduced, read a first and second time.

CARRIED

M533/16**MOVED BY:** B. Vodden**SECONDED BY:** B. Knott

THAT By-law 90-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Contribution Agreement between the Township of North Huron and Her Majesty The Queen In Right of Canada as represented by the Minister of Canadian Heritage, for the funding of a Project called "Renovation of Blyth Memorial Community Hall: Home of the Blyth Festival" which qualified for support under the Program entitled "Canada Cultural Spaces Fund"; be read a third and final time, signed by the Reeve and Clerk and be engrossed in the By-law book.

CARRIED

10.3 By-law No. 91-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham.

M534/16**MOVED BY:** Y. Ritsema-Teeninga**SECONDED BY:** T. Seip

THAT By-law 91-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham; be introduced, read a first and second time.

CARRIED**M535/16****MOVED BY:** B. Knott**SECONDED BY:** T. Seip

THAT By-law 91-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, a Memorandum of Agreement between the Township of North Huron and Wingham RC Jet Club for the lease of land and associated infrastructure to conduct club activities at the Richard W. LeVan Airport - Wingham; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

10.4 By-law No. 92-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail.

M536/16

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT By-law 92-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail; be introduced, read a first and second time.

CARRIED

M537/16

MOVED BY: T. Seip

SECONDED BY: Y. Ritsema-Teeninga

THAT By-law 92-2016; being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement between the Township of North Huron and the North Huron Snowmobile Club for the lease of certain lands which form part of the Blyth Greenway Trail; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

11. ANNOUNCEMENTS**12. OTHER BUSINESS****13. CLOSED SESSION AND REPORTING OUT****M538/16**

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby proceeds at 7:52 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 Corporation (Offer to Purchase - 13 John Street Wingham);*
- Personal matters about an identifiable individual, including municipal or local board employees (Shared Services Personnel Matters).*

CARRIED

M539/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby proceed to the Regular Council meeting at 9:27 pm.

CARRIED

M540/16

MOVED BY: T. Seip

SECONDED BY: B. Knott

THAT the Council of the Township of North Huron hereby authorizes the Clerk to proceed with the sale of 13 John Street, Wingham as per the terms of the Offer to Purchase dated October 4, 2016.

CARRIED

14. CONFIRMATORY BY-LAW

- 14.1 By-law No. 93-2016, being a By-law of the Township of North Huron to confirm general previous actions of the Council of the Township of North Huron.

M541/16

MOVED BY: R. Hallahan

SECONDED BY: B. Vodden

THAT By-law 93-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be introduced, read a first and second time.

CARRIED

M542/16

MOVED BY: B. Vodden

SECONDED BY: B. Knott

THAT By-law 93-2016; being a by-law to confirm general previous actions of the Council of the Township of North Huron; be read a third and final time, signed by the Reeve and the Clerk and be engrossed in the By-law book.

CARRIED

15. ADJOURNMENT

M543/16

MOVED BY: B. Knott

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 9:30 pm.

CARRIED

Neil Vincent, Reeve

Kathy Adams, Clerk



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 17/10/2016
SUBJECT: October 2016 Activity Report
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the Department Activity Report of the Director of Finance dated October 17, 2016 which is received 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

Development Charges By-Law

Development Charges By-Law #83-2016 will be given third and final reading at the October 17th meeting.

2017 Budget

Initial discussion for the 2017 Budget was held with the Senior Management Team. There will be a number of changes to the budget in 2017 including format changes and the impact of the Shared Services Project will be incorporated.

Supplemental/Write-off Billing

The final Supplemental/Write-off run will be received from MPAC in late October. Staff have been working with MPAC to ensure that any completed building permits are added to this billing cycle.

2017 Donation Request Forms

Any groups or organizations wanting to request a donation from the Township for the 2017 budget year are required to submit the completed Donation Request Form by November 1, 2016. Approval of the request is not guaranteed and late submissions will not be considered. The fillable PDF Donation Request Form is available on the Township website. Ads have been placed in the two newspapers but in the future, the information will only be available on the website. During the budget process, the Director will bring forward a proposal to delegate the approval of requests under \$500.00 to staff within the limits of the established budget.

Interim Audit

The Interim Audit is scheduled from October 26 – 28, 2016. The Final Audit is scheduled from February 27 – March 3, 2017. Year end planning is underway.

Asset Management

Work continues on Phase 2 of the Asset Management Plan with Public Sector Digest. Although a percentage of completion has not been established, significant staff resources have been allocated to this project to date in 2016. The Director participated in a pilot project with AMO and completed a lengthy questionnaire on Municipal Infrastructure Investment and Financial Sustainability. Work is also ongoing on the “AMP It Up” Program. Financial resources will need to be allocated yearly in future budgets to continue the development and updating of the Asset Management Plan.

FINANCIAL IMPACT

N/A

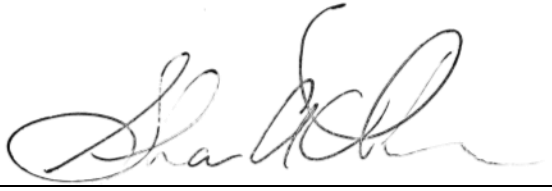
FUTURE CONSIDERATIONS

Preparations for yearend will continue along with 2017 budget planning.

RELATIONSHIP TO STRATEGIC PLAN

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

Donna White, Treasurer



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 17/10/2016
SUBJECT: Gas Tax Spending Base Amount Review
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the report from the Director of Finance on the Gas Tax Spending Base Amount

EXECUTIVE SUMMARY

The Township of North Huron passed By-Law #26-2014 on May 5, 2014 to enter into a Municipal Funding Agreement for Federal Gas Tax with The Association of Municipalities of Ontario (AMO). The agreement is in effect from April 1, 2014 to March 31, 2024. The Agreement will be reviewed by December 31, 2018. As part of the agreement, the Recipient (North Huron) will ensure that its total annual expenditures on tangible capital assets over the life of the Agreement, on average will not be less than the Base Amount.

Definition - Base amount means an amount reflecting total municipally-funded capital spending on Infrastructure between January 1, 2000 – December 31, 2004 less i) monies raised under the Development Charges Act for that period, ii) monies received under federal and provincial infrastructure programs against which investments of funds will be measured to ensure that investment of funds are incremental.

AMO calculated the Base Amount by using FIR data (2000-2004) on the total capital expenditures funded by own source revenue.

The Township of North Huron Base Amount was calculated at \$12,377,867.00 with the annual average investment of \$2,475,573.40.

DISCUSSION

The Base Amount can be revised for small municipalities on a case by case basis if their FIR data doesn't reflect their internal funding capacity due to one-time large projects funded by amounts other than taxation. AMO will review all supporting financial documentation and TCA policies before making any adjustment. This was the case for North Huron with the construction of the Westcast Community Complex which resulted in the annual spending requirement of \$2,475,573.40. The Director submitted documentation to AMO for consideration of the original base amount and a new base amount of \$6,405,006.00 with the new annual average investment of \$1,281,001.20 has been calculated.

FINANCIAL IMPACT

In 2016, the Township of North Huron will receive \$148,489.15 in Gas Tax Funding under the Agreement. A number of capital projects were deferred in 2015 and there may be projects in the 2016 budget that will also be deferred. The total capital spending for the term of the current agreement (2014 – 2018) will be calculated and a strategy to ensure that the Base Spending Amount is met will be included in the 2017 budget.


FUTURE CONSIDERATIONS

The Base Amount will be monitored and taken into consideration as part of future capital budgets.

RELATIONSHIP TO STRATEGIC PLAN

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

Donna White, Treasurer

A handwritten signature in black ink, appearing to read "Sharon Chambers", written over a horizontal line.

Sharon Chambers, CAO



REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 10/11/2016
SUBJECT: 911 signs for vacant farm driveways - update
ATTACHMENTS: none

RECOMMENDATION:

That the Council of the Township of North Huron hereby accepts the report of the Director of Fire and Emergency Services regarding an update on 911 blades for vacant farm driveways for information purposes.

EXECUTIVE SUMMARY

In 2015, council approved installation of 911 signage for vacant farm driveways. Huron County is providing the blades at no cost, and North Huron Public Works is going to install them.

DISCUSSION

Huron County was advised by North Huron Public Works to budget for 180 blades for this project.

When the Huron County 911 staff asked for the location of these laneways in the spring of 2016 (so 911 numbers and maps could be generated) it was found that North Huron Public Works did not have locations where these signs were to be installed, nor was there a plan to get the required information for the County.

In September Chief Sparling drove every road in East Wawanosh Ward getting the GPS coordinates for driveways, as well as ATV and walking paths, for Huron County 911 to map and make the required signs. The total number signs required is 282.

This data has been provided to Huron County 911 who are plotting them and assigning the appropriate numbers.

To date no signs have been made, or installed, however it is hoped that this can still be started yet this fall.

Important note: finding the locations for these signs is not an exact science. There will be some lanes that were missed and some laneways identified that may be seldom used. However, by adding these 911 numbers into the system, we are still dramatically improving the ability to locate farmers and others in an emergency.

FINANCIAL IMPACT

Huron County 911 budgeted for 180 signs. It is unclear whether they will have the funds to make the additional 102 blades in 2016 or not.

The kms required to do this will be reflected in Chief Sparling's expense report, but were not anticipated in the 2016 budget

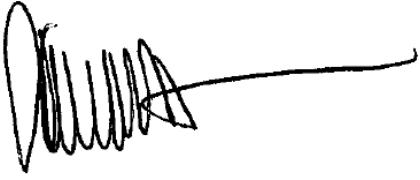
FUTURE CONSIDERATIONS

911 signs on vacant farm laneways is a significant improvement to public safety. Even if it requires more than 1 year to complete, this project is worth the effort.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3: We promote community safety and emergency preparedness.

Emergency Services

A handwritten signature in black ink, featuring a series of vertical, wavy lines followed by a long horizontal stroke.A handwritten signature in black ink, written in a cursive style, appearing to read "Shaikh".



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 12/10/2016
SUBJECT: FDNH Report On September 2016 Activities
ATTACHMENTS: none

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the Fire Department of North Huron report for September 2016 activities.

EXECUTIVE SUMMARY

September 2016 FDNH activities as indicated below.

DISCUSSION

FDNH Report to North Huron Council for Activity for the Month of October (for September 2016 Activity)

Training:

Weekly Training:

1 week of WHMIS/Bill 168/Workplace accessibility training (46 personnel)

Full Day Training:

1 day of fire suppression and Vent Enter Isolate Search (23 personnel)

1 day of auto extrication (24 personnel)

4 days of NFPA 1035 Fire & Life Safety Educator Level II (1 person)

Notable Fire Prevention and Public Education:

Alarmed for Life door to door smoke alarm campaign has concluded in Morris-Turnberry for 2016. FDNH will complete this campaign for all our service area of Morris-Turnberry in 2017.

Station tour to Blyth Early Years program participants.

Notable:

Blyth Firefighters' Association held their annual breakfast during the Thresher's Reunion.

FDNH Scribe Candace Chaffe has resigned.

FDNH welcomes F.E. Madill coop student Kendall Jardin for this semester.

September Incidents:

2 September:

Open air burn

Morris-Turnberry

Outcome: Call cancelled en route

Notes: Property owner provided 15 minutes notice that he was starting fire at midnight.

Municipal open air burn bylaw requires 90 minutes notice (any time of day). 911 call to FDNH at 12:27am. Property owner being billed as per bylaw.

2 September:

Motor vehicle collision

Central Huron

Outcome: Patient transferred by EMS.

3 September:

Gas leak – natural gas

North Huron

Outcome: Area evacuated. FDNH dispersed vapours until Union Gas shut off the gas line.

6 September:

Automatic Aid

South Bruce

Outcome: Tanker and squad responded to large field fire.

11 September:

Fire - vehicle

Central Huron

Outcome: Vehicle total loss.

13 September:

Carbon Monoxide alarm activation

North Huron

Outcome: No CO present. Faulty alarm.

16 September:

Motor vehicle collision

North Huron

Outcome: 2 patients transferred by EMS. Significant fluid spill mitigated by FDNH.

20 September:

Fire - structure

Morris-Turnberry

Outcome: Total loss.

Notes: Mutual aid (pumper and tanker) from Howick. OFMEM investigating.

Estimated loss: \$250,000

20 September:

Fire - boat

Morris-Turnberry

Outcome: Vehicle total loss.

20 September:

Overhaul

Morris-Turnberry

Outcome: OFMEM investigators needed additional overhaul at fire site to aid their investigation.

27 September:

Alarm system activation

North Huron

Outcome: Smoke in apartment from melted plastic on stove. Multi-unit building evacuated and smoke cleared by FDNH.

27 September:

Carbon Monoxide alarm activation

North Huron

Outcome: No CO present. Faulty alarm.

28 September:

Medical first response

North Huron

Outcome: Patient transferred by EMS.

29 September:

Motor vehicle collision

Morris-Turnberry

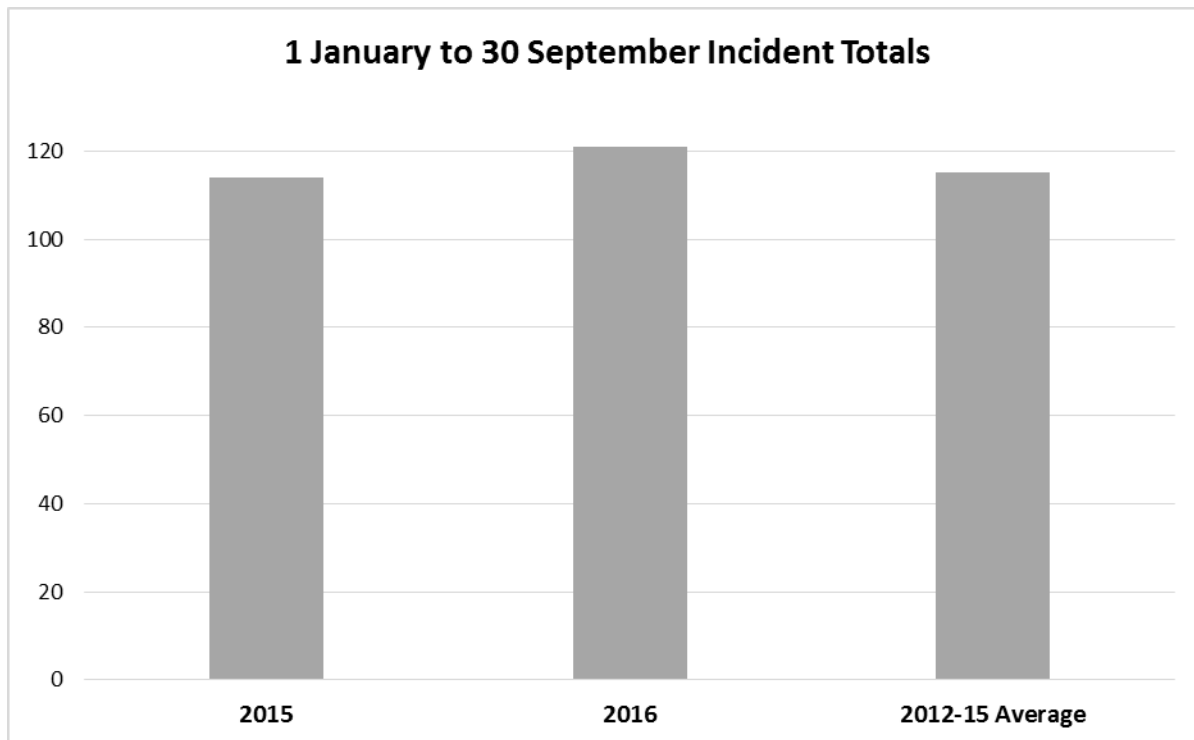
Outcome: Car vs. school bus. FDNH Wingham and Blyth responded. Mutual aid from Howick FD (rescue) cancelled en route.

29 September:

Medical first response

Morris-Turnberry

Outcome: Patient transferred by EMS.



FINANCIAL IMPACT

September was a busy month. FDNH is now on track to exceed our projected 151 calls this year. When our current multi-year agreements with our neighbours were made FDNH averaged 130 calls per year, and this is what our budget/agreements were based upon.

FUTURE CONSIDERATIONS

n/a

RELATIONSHIP TO STRATEGIC PLAN

Goal 3. Ensure our community is healthy and safe.

David Sparling,
Director Fire & Emergency Services

Sharon Chambers, CAO



REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 12/10/2016
SUBJECT: Self-Contained Breathing Apparatus unable to meet latest NFPA Standards
ATTACHMENTS: Promise Program letter

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby approve the report for information purposes.

EXECUTIVE SUMMARY

When FDNH was established, it purchased the assets of the Blyth and Wingham fire departments. The Self Contained Breathing Apparatus (SCBA) purchased both former departments are the same model and age. The latest revisions to NFPA Standards (1981/1982) for SCBA means that as of 2015, our current equipment no longer meets (nor is it able to be retrofitted to) these standards.

DISCUSSION

Currently FDNH uses 25 SCBA. Of these, 12 were purchased by the Blyth & District Fire Department under a lease to own program. The final lease payment is in 2018. As part of this lease to own program, these SCBA were to be kept to the most current NFPA Standards. The 2015 revisions to NFPA Standards resulted in the need for a full re-design. As such, the SCBA manufacturer has offered FDNH a credit of \$24,144 that can be applied towards related SCBA equipment. It is FDNH's intention to purchase equipment that can be used on our existing SCBA but later transferred to the next generation ones when we purchase them.

As all of our neighbouring fire departments use the same make and model as FDNH, we have started discussions about the possibility of joint procurement.

Do note that there is no legal requirement to meet NFPA equipment standards, however, failure to meet latest standards increases the risk to our personnel and to the municipality should an injury occur to personnel wearing sub-standard SCBA. Furthermore as our SCBA age and get further from the current models, maintenance will become costly and more difficult.

FINANCIAL IMPACT

FDNH had projected our current SCBA to be in service for 15 years (until 2022). The estimated cost to replace our SCBA will be approximately \$250,000 in 2016 dollars.

FUTURE CONSIDERATIONS

FDNH does not have the capital reserves to replace this equipment at this time, but this should be addressed prior to 2022, and if possible, in conjunction with our neighbours.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3. Ensure our community is healthy and safe.

David Sparling,
Director Fire & Emergency Services

Sharon Chambers, CAO



MSA Promise Program

To: The Blyth/North Huron Fire Department

In 2007, MSA developed a program called the 'Promise Program' with the intent of securing future sales for those owners of the 2002 edition of MSA SCBA, who upgraded to the 2007 NFPA edition M7 in preparation for the 2012 NFPA edition SCBA. The last phase of the program was to be given in 2012 as a \$2,012.00 credit toward the upgrade to meet the 2012 NFPA standards. The standards took much longer to come to fruition and so the 'Promise Program' was put on hold. MSA did not know at the time that in the creation of the new SCBA to meet the latest NFPA standard, it would not be feasible to upgrade the 2007 edition SCBA. MSA originally offered \$2,012.00 off their list price per SCBA upgrade, as at the time, all of your SCBA were purchased directly from MSA. Since then, A.J. Stone Company Limited has become the Prestige Fire Service Distributor for MSA products in Ontario and is re-visiting this program with a new solution for all 'Promise Program' Fire Departments.

Your department has a total accrual of \$24,144.00 that was set aside for the purchase of new MSA SCBA under the 'Promise Program'.

The following is a small list of products, as an example, that can be purchased with the 'Promise Program' accrual instead of purchasing new SCBA. These products are called '01 Parts & Accessories' that go with your current SCBA. Below is an example of the discount that A.J. Stone Co. and MSA is offering to the current 'Promise Program' Fire Departments.

<u>Part Number</u>	<u>Brief Description</u>	<u>Canadian List Price</u>	<u>AJ Stone Discount to FD</u>	<u>Net Price</u>
807586-SP	2216 Carbon Fibe Cylinder	\$1,739.44	18%	\$1,426.34
10084824	PTC Facepiece	\$612.00	18%	\$501.84
10111642	3' Hose & Pouch	\$1,202.24	18%	\$985.84
10091446	External HUD	\$524.96	18%	\$430.47

The '01 Parts and Accessories' list for your department will be unique to you and your SCBA, and shows you the opportunity you now have to save thousands of dollars of your taxpayer's money, and not be out of pocket any current capital funding. We thank you for your patience. An A. J. Stone Co. Sales representative will be more than happy to meet with you in person to discuss the upgrade.

Sincerely,

Mike Stone, VP Sales



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Kirk Livingston, Chief Building Official
DATE: 17/10/2016
SUBJECT: Building Department Activity Report
ATTACHMENTS:

RECOMMENDATION:

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

EXECUTIVE SUMMARY

The Building Departments 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 which we live, work, and play.

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

DISCUSSION

Building Permit Report – September 2016

Permit #	Permit Type	Value of Project	Sq. Metre New Construction	Status
2016-0069	Residential - New Construction	\$ 180,000.00	105.91	Issued
2016-0070	Decks, Landings, & Porches	\$ 2,000.00	15.61	Issued
2016-0071	Decks, Landings, & Porches	\$ 2,500.00	9.94	Issued
2016-0072	Over Sixty Sq. Metres	\$ 3,000.00	167.22	Issued
2016-0073	Over Sixty Sq. Metres	\$ 3,000.00	167.22	Issued
2016-0074	Over Sixty Sq. Metres	\$ 3,000.00	167.22	Issued
2016-0075	Over Sixty Sq. Metres	\$ 960.00	222.96	Issued
2016-0076	Decks, Landings, & Porches	\$ 10,000.00	23.23	Issued
2016-0077	Residential - New Construction	\$ 100,000.00	185.80	Issued
2016-0078	Alteration/Renovation/Repair	\$ 3,134,339.00	1258.89	Issued
2016-0079	Agricultural Storage Shed	\$ 25,000.00	107.02	Issued
2016-0080	Alteration/Renovation/Repair	\$ 29,475.00	499.89	Issued
2016-0081	Accessory Building	\$ 40,000.00	142.69	Issued
2016-0082	Manure Storage Facility	\$ 63,000.00	804.42	Issued

Total Value of Construction to date; \$ 13,198,470.35

Zoning Certificates issued to date; 57

By-law Enforcement and Property Standards Report

We have received 2 complaints with respect to property standards issues which are being investigated.

We have received 2 complaints with respect to animal control issues which are being investigated.

FINANCIAL IMPACT

No financial impact at this time.

FUTURE CONSIDERATIONS

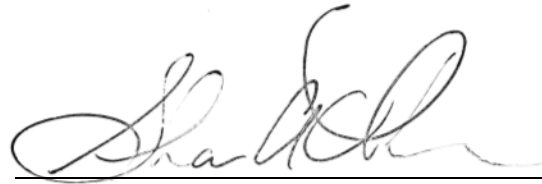
No future considerations at this time.

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: Click here to enter your name.
DATE: Select the date the drop down menu.
SUBJECT: Click here to enter text.
ATTACHMENTS: Click here to enter text.

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the October 2016 Administration Activity Report of the CAO for information purposes

EXECUTIVE SUMMARY

The CAO provides periodic updates to Council on activities within the Administration Department and the overall operation of the Township.

DISCUSSION

1. Planning and Economic Development:
 - a. Huron County Director of Economic Development Ron Gaudet and Manager of Economic Development Natasha Fritzley held a meeting to introduce new Economic Development Officer Andrew Kemp. Andrew will be providing Economic Development services to the lower tier Municipalities.
 - b. Attended "On the Horizon – The Future of Jobs in Our Region" event on Wednesday, September 21st regarding how the refurbishment of Bruce Power will change the workforce landscape in the economic region of Bruce, Grey, Huron and Perth counties.
 - c. Met with Andrew Kemp EDO and Larry McCabe, CAO of Goderich to discuss Wingham and Goderich Airports. Andrew is preparing an RFP to do a feasibility study to explore the future of both airports, which will consider regional impact and possible regional support for Huron County municipal airports.
 - d. Andrew Kemp will be working with municipalities to determine the best way to market and develop brownfields. As a beginning step in this process he is creating an inventory of brownfield/redevelopment sites in Huron County. The Clerk and EDO have been requested to provide a list of properties, including any municipally owned sites.
 - e. The County of Huron will be hosting "Development Day" A Session on Development - Business Friendly Practices at the Seaforth Golf and Country Club on October 27th from 9am-1:30pm. All staff who work on development projects will be asked to attend.
 - f. Worked with Director of Public Works and Central Huron CAO to finalize the Cross Border Services Agreement for the Cowbell Brewing Project.
2. Administration:
 - a. Continuing to work with SMT and Morris Turnberry Administrator on Shared Services initiative. Attending meetings related to financial framework, health and safety planning.
 - b. CAO has been asked to speak at Ward and Uptigrove's annual CAO Forum on November 15th regarding the Morris Turnberry/North Huron Shared Services project.
 - c. Working with Director of Public Works to develop Frequently asked Questions for Howson Dam project to post on Township website.

- d. Manager of Employee and Business Services has now created an online fillable form for Complaints and Service Requests. Submission button automatically emails request to the responsible person.

FINANCIAL IMPACT

n/a

FUTURE CONSIDERATIONS

n/a

RELATIONSHIP TO STRATEGIC PLAN

Goal # 2 - Our residents are engaged and well informed

A handwritten signature in black ink, appearing to read 'Sharon Chambers', is written over a horizontal line.

Sharon Chambers, CAO

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043484 Date 18/10/2016 Amount 361.60				
004560 A & M TRUCK PARTS LTD.	1000618559	12/10/2016	ROADS - ALTERNATOR	361.60
			Invoice Count 1 Total	361.60
Cheque 043485 Date 18/10/2016 Amount 500.49				
000014 ALSTAR STARTER & ALTERNATOR	35519	12/10/2016	ROADS - PART FOR NH05-12	500.49
			Invoice Count 1 Total	500.49
Cheque 043486 Date 18/10/2016 Amount 27.00				
003711 BFL CANADA	81771	11/10/2016	REC- INSURANCE FAC. USEF	16.20
003711 BFL CANADA	81774	11/10/2016	INSURANCE- REC FACILITY U	10.80
			Invoice Count 2 Total	27.00
Cheque 043487 Date 18/10/2016 Amount 102.60				
003441 BILL KNOTT	7-31-2016	12/10/2016	COUNCIL- JULY MILEAGE	34.20
003441 BILL KNOTT	8-31-2016	12/10/2016	COUNCIL - AUGUST MILEAGE	34.20
003441 BILL KNOTT	9-30-2016	12/10/2016	COUNCIL- SEPTEMBER MILE	34.20
			Invoice Count 3 Total	102.60
Cheque 043488 Date 18/10/2016 Amount 59.95				
003316 BRENT FOXTON	418508	11/10/2016	REFUND- CANCELLED BAD V	59.95
			Invoice Count 1 Total	59.95
Cheque 043489 Date 18/10/2016 Amount 35.10				
002066 BROCK VODDEN	9-30-2016	13/10/2016	COUNCIL SEPT MILEAGE	35.10
			Invoice Count 1 Total	35.10
Cheque 043490 Date 18/10/2016 Amount 69.16				
000100 CANADA POST CORPORATION	9602422059-Taxes	13/10/2016	SEND FINAL TAX BILLS- EPO	69.16
			Invoice Count 1 Total	69.16
Cheque 043491 Date 18/10/2016 Amount 46.33				
001557 CAROL MACPHERSON	9-28-2016	11/10/2016	DC- PROGRAM SUPPLIES	46.33
			Invoice Count 1 Total	46.33
Cheque 043492 Date 18/10/2016 Amount 324.31				
002016 CENTRA DOOR NORTH COMPANY LTD	14937	12/10/2016	FIRE W- REPAIR DOOR	324.31
			Invoice Count 1 Total	324.31
Cheque 043493 Date 18/10/2016 Amount 250.00				
004559 CENTRAL HURON- CAREER FAIR	2016-16	11/10/2016	2016 CAREER FAIR SPONSOI	250.00
			Invoice Count 1 Total	250.00
Cheque 043494 Date 18/10/2016 Amount 73.45				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004563 CLAUDIA JANSMA	417368	13/10/2016	REFUND- PROGRAM CANCEI	73.45
		Invoice Count	1 Total	73.45
Cheque 043495 Date 18/10/2016 Amount 316.96				
000151 COCA COLA REFRESHMENTS CANADA/	05864710	13/10/2016	CONC W- SUPPLIES	316.96
		Invoice Count	1 Total	316.96
Cheque 043496 Date 18/10/2016 Amount 31,574.14				
003066 COMPUGEN INC	3867402	11/10/2016	LIC/SOFTWARE COMMVAULT	29,155.21
003066 COMPUGEN INC	3873281	14/10/2016	POLICE-SERVER SOFTWARE	2,418.93
		Invoice Count	2 Total	31,574.14
Cheque 043497 Date 18/10/2016 Amount 413.60				
001558 COX SIGNS	26013	13/10/2016	FIRE-DECALS FOR FIRE TRU	189.86
001558 COX SIGNS	26014	13/10/2016	FIRE-GRAPHICS FOR TANKE	223.74
		Invoice Count	2 Total	413.60
Cheque 043498 Date 18/10/2016 Amount 1,476.40				
000885 DEAN'S VALU-MART	642-5661	11/10/2016	COMPLEX- BLEACH	25.02
000885 DEAN'S VALU-MART	641-3957	11/10/2016	EL- FOOD SUPPLIES	45.94
000885 DEAN'S VALU-MART	641-0879	11/10/2016	EL- FOOD SUPPLIES	158.14
000885 DEAN'S VALU-MART	641-5493	11/10/2016	EL- FOOD SUPPLIES	124.10
000885 DEAN'S VALU-MART	641-9486	11/10/2016	BAMR- FOOD SUPPLIES	173.60
000885 DEAN'S VALU-MART	641-2740	11/10/2016	OEY- FOOD SUPPLIES	4.77
000885 DEAN'S VALU-MART	641-8958	11/10/2016	DAY CARE FOOD SUPPLIES	179.66
000885 DEAN'S VALU-MART	641-7361	11/10/2016	DAY CARE- FOOD SUPPLIES	237.32
000885 DEAN'S VALU-MART	641-9359	11/10/2016	DC- FOOD SUPPLIES	326.67
000885 DEAN'S VALU-MART	641-5529-2016	11/10/2016	BA-MR- FOOD SUPPLIES	201.18
		Invoice Count	10 Total	1,476.40
Cheque 043499 Date 18/10/2016 Amount 5,136.32				
003077 DELL CANADA INC	1012519114	13/10/2016	REC/ADMIN COMPUTERS	5,136.32
		Invoice Count	1 Total	5,136.32
Cheque 043500 Date 18/10/2016 Amount 169.50				
004564 DENNIS CONNELLY	1333	13/10/2016	P/W- CATCH BASIN - DIGGIN	169.50
		Invoice Count	1 Total	169.50
Cheque 043501 Date 18/10/2016 Amount 1,057.68				
002183 DONNELLY & MURPHY	44816	13/10/2016	ADMIN-LEGAL FEES	678.00
002183 DONNELLY & MURPHY	44817	13/10/2016	ANIMAL CONTROL- LEGAL FE	379.68
		Invoice Count	2 Total	1,057.68
Cheque 043502 Date 18/10/2016 Amount 150.30				
003614 EDGAR'S FEED & SEED	21526	12/10/2016	ROADS - LAWN SEED	150.30
		Invoice Count	1 Total	150.30

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043503 Date 18/10/2016 Amount 3,535.00				
004442 FIRE SAFETY EMS	1 ESTC 2016	13/10/2016	FIRE FIGHTING EQUIPMENT	2,500.00
004442 FIRE SAFETY EMS	2 ESTC 2016	13/10/2016	ESTC- FF 2 INSTRUCTOR PR	1,035.00
		Invoice Count	2 Total	3,535.00
Cheque 043504 Date 18/10/2016 Amount 207.46				
001590 G & K SERVICES CANADA INC.	1518603113	11/10/2016	ARENA B- MATS	147.14
001590 G & K SERVICES CANADA INC.	1518598766	13/10/2016	ESTC- MATS	60.32
		Invoice Count	2 Total	207.46
Cheque 043505 Date 18/10/2016 Amount 2,273.73				
003598 GARDNER DENVER CANADA CORP	93815345/1170390	13/10/2016	FIRE- SERVICE 2 AIR COMPR	2,273.73
		Invoice Count	1 Total	2,273.73
Cheque 043506 Date 18/10/2016 Amount 423.00				
000874 GRAHAM NESBITT	36	13/10/2016	ARENA B- SEAL /WW ICE SUI	423.00
		Invoice Count	1 Total	423.00
Cheque 043507 Date 18/10/2016 Amount 20.00				
002564 KEYSTONE USERS GROUP	10-18-2016	13/10/2016	ADMIN-USERS GROUP MEET	20.00
		Invoice Count	1 Total	20.00
Cheque 043508 Date 18/10/2016 Amount 40.00				
000353 KNIGHTS OF COLUMBUS	10-1-2016	11/10/2016	FITNESS- SATELLITE REIMBL	40.00
		Invoice Count	1 Total	40.00
Cheque 043509 Date 18/10/2016 Amount 157.19				
002258 MARIA WALDEN	10-5-2016	11/10/2016	OEY- MILEAGE/ SUPPLIES	157.19
		Invoice Count	1 Total	157.19
Cheque 043510 Date 18/10/2016 Amount 15.00				
004562 MARY ANNE HENDERSON	417376	13/10/2016	REFUND- PROGRAM CANCEI	15.00
		Invoice Count	1 Total	15.00
Cheque 043511 Date 18/10/2016 Amount 1,576.94				
001676 MICHELIN NORTH AMERICA (CANADA)	DA0005648630	12/10/2016	P/W- TIRES VHT- 04-03	1,576.94
		Invoice Count	1 Total	1,576.94
Cheque 043512 Date 18/10/2016 Amount 23,923.00				
000431 MINISTER OF FINANCE	17280916022	11/10/2016	POLICE-AUGUST OPP BILLIN	23,923.00
		Invoice Count	1 Total	23,923.00
Cheque 043513 Date 18/10/2016 Amount 1,751.44				
000629 MORAN MECHANICAL AND ELECTRICA	100491	11/10/2016	COMPLEX - FILTERS	1,162.28

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000629 MORAN MECHANICAL AND ELECTRICAL	100499	12/10/2016	ROADS - WATER HEATER RE	589.16
			Invoice Count 2 Total	1,751.44
Cheque 043514 Date 18/10/2016 Amount 669.33				
003890 MTE CONSULTANTS INC	41947-10001	13/10/2016	MEM HALL - ENVIRONMTL TE	669.33
			Invoice Count 1 Total	669.33
Cheque 043515 Date 18/10/2016 Amount 7,114.67				
000444 MUNICIPALITY OF MORRIS TURNBERG	4725	12/10/2016	NH SHARE FPO COSTS- AUG	3,591.65
000444 MUNICIPALITY OF MORRIS TURNBERG	4796	12/10/2016	NH SHARE FPO COSTS- SEP	3,523.02
			Invoice Count 2 Total	7,114.67
Cheque 043516 Date 18/10/2016 Amount 521.00				
001215 NEIL VINCENT	10-4-2016	12/10/2016	COUNCIL- 2R CONFERENCE	350.00
001215 NEIL VINCENT	9-30-2016	12/10/2016	COUNCIL-MILEAGE	171.00
			Invoice Count 2 Total	521.00
Cheque 043517 Date 18/10/2016 Amount 23,746.63				
002832 NORTRAX CANADA INC.	596526	12/10/2016	ROADS-HYDRAULIC PUMP N	23,746.63
			Invoice Count 1 Total	23,746.63
Cheque 043518 Date 18/10/2016 Amount 4,752.58				
003138 OWEN SOUND POLICE SERVICES	2727-16	11/10/2016	POLICE- GPS -TRACKING SEI	33.90
003138 OWEN SOUND POLICE SERVICES	2741-16	12/10/2016	FIRE- DISPATCH SERVICE	4,718.68
			Invoice Count 2 Total	4,752.58
Cheque 043519 Date 18/10/2016 Amount 508.50				
002578 PLAYCHEK SERVICES INC.	16096 C	11/10/2016	DC- COMPLIANCE REPORTS	508.50
			Invoice Count 1 Total	508.50
Cheque 043520 Date 18/10/2016 Amount 64.21				
000520 PUROLATOR COURIER LTD	432483729	11/10/2016	POLICE- COURIER SERVICE	20.50
000520 PUROLATOR COURIER LTD	432469826	12/10/2016	ROADS - COURIER	28.95
000520 PUROLATOR COURIER LTD	432559808	14/10/2016	POLICE- COURIER SERVICE	14.76
			Invoice Count 3 Total	64.21
Cheque 043521 Date 18/10/2016 Amount 10.02				
003875 QUEENS BAKERY	1-67199	13/10/2016	ESTC- LUNCH	10.02
			Invoice Count 1 Total	10.02
Cheque 043522 Date 18/10/2016 Amount 90.24				
000272 RONA HODGINS	99391	13/10/2016	P/W- 2 X6 X8' SPRUCE LUMBI	7.12
000272 RONA HODGINS	100531	13/10/2016	P/W-LUMBER	73.00
000272 RONA HODGINS	100767	13/10/2016	PARKS W- 2 X 4, NUTS , BOL	10.12
			Invoice Count 3 Total	90.24

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 043523 Date 18/10/2016 Amount 133.72				
002640 SCHMIDT'S POWER EQUIPMENT	22073	12/10/2016	ROADS - CHAINSAW SUPPLII	118.17
002640 SCHMIDT'S POWER EQUIPMENT	22247	13/10/2016	PARKS W- FUEL CAP	15.55
Invoice Count 2 Total				133.72
Cheque 043524 Date 18/10/2016 Amount 71.38				
000569 SCRIMGEOUR'S FOOD MARKET	03011509467	13/10/2016	ESTC- FOOD SUPPLIES	4.09
000569 SCRIMGEOUR'S FOOD MARKET	03011509450	13/10/2016	ESTC- FOOD SUPPLIES	13.05
000569 SCRIMGEOUR'S FOOD MARKET	03011517675	13/10/2016	ESTC- FOOD SUPPLIES	16.12
000569 SCRIMGEOUR'S FOOD MARKET	03011510112	13/10/2016	ESTC- FOOD SUPPLIES	16.12
000569 SCRIMGEOUR'S FOOD MARKET	03011512156	13/10/2016	ESTC- FOOD SUPPLIES	22.00
Invoice Count 5 Total				71.38
Cheque 043525 Date 18/10/2016 Amount 67.80				
001289 SPRING BREEZES GREENHOUSES	9-3-2016	11/10/2016	FERTILIZER FOR HANGING B	67.80
Invoice Count 1 Total				67.80
Cheque 043526 Date 18/10/2016 Amount 104.41				
001796 TIM HORTON'S	10-2-2016	13/10/2016	ESTC- FOOD	104.41
Invoice Count 1 Total				104.41
Cheque 043527 Date 18/10/2016 Amount 270.00				
004126 TIM LEWIS	9-30-2016	13/10/2016	BUILDING- PHONE ALLOWAN	270.00
Invoice Count 1 Total				270.00
Cheque 043528 Date 18/10/2016 Amount 168.78				
000656 TOWNSHIP OF HURON-KINLOSS	23813	12/10/2016	WHITECHURCH STREET LIGI	168.78
Invoice Count 1 Total				168.78
Cheque 043529 Date 18/10/2016 Amount 9,305.55				
004561 TRAILERS PLUS	95158	12/10/2016	ROADS - 9' SS SPREADER BF	9,305.55
Invoice Count 1 Total				9,305.55
Cheque 043530 Date 18/10/2016 Amount 17.10				
004260 TREVOR SEIP	9-30-2016	11/10/2016	COUNCIL- MILEAGE	17.10
Invoice Count 1 Total				17.10
Cheque 043531 Date 18/10/2016 Amount 125.00				
002297 UNIVERSITY OF WATERLOO	634441	11/10/2016	TUITION- C. GOODALL- WEBI	125.00
Invoice Count 1 Total				125.00
Cheque 043532 Date 18/10/2016 Amount 2,410.86				
004410 WATER ENERGY TECHNOLOGIES	109072	11/10/2016	ARENA W- WETGUARD	2,410.86
Invoice Count 1 Total				2,410.86
Cheque 043533 Date 18/10/2016 Amount 550.00				

Accounts Payable

Paid Invoice History By Cheque Report - CIBC GENERAL ACCOUNT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000707 WINGHAM FIREFIGHTERS ASSOC.	FF2016	13/10/2016	DONATION 2016	550.00
			Invoice Count 1 Total	550.00
Cheque 043534 Date 18/10/2016 Amount	10.00			
002624 WINGHAM POLICE SERVICE	10-11-2016	11/10/2016	DC-POLICE CHECKS	10.00
			Invoice Count 1 Total	10.00
Report Total				126,779.43

Accounts Payable

CIBC GENERAL ACCOUNT 9801014

Cheque Register - 03/10/2016

Invoice Payee Number	Invoice Date	Invoice Type	Cheque Amount	Cheque Number
001796 TIM HORTON'S	10-1-2016	TIM CARDS-SAFETY AWARDS	01/10/2016 I	800.00 043483
Cheque Amount -			800.00	
Cheque Run Total -			800.00	

126,779.43
800.00

127,579.43

Report Total

Accounts Payable

Paid Invoice History By Cheque Report - CIBC WATER ACCOUNT 6902413

Cheque Date 01/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 004709 Date 06/10/2016 Amount 47.54				
000642 THE CITIZEN	88314	06/10/2016	HYDRANT FLUSHING AD	47.54
			Invoice Count 1 Total	47.54
Cheque 004710 Date 13/10/2016 Amount 35,906.33				
001634 VEOLIA WATER CANADA INC	00061700 (a)	12/10/2016	WATER - AUGUST SERVICES	35,906.33
			Invoice Count 1 Total	35,906.33
Cheque 004711 Date 13/10/2016 Amount 39,046.87				
001634 VEOLIA WATER CANADA INC	59665	13/10/2016	WATER - JUNE SERVICES	35,312.50
001634 VEOLIA WATER CANADA INC	59665 - EXTRAS	13/10/2016	WATER - 414 QUEEN ST FIRE	3,734.37
			Invoice Count 2 Total	39,046.87
Cheque 004712 Date 13/10/2016 Amount 79.56				
000100 CANADA POST CORPORATION	960242205	13/10/2016	WATER - EPOST CHARGES	79.56
			Invoice Count 1 Total	79.56
Report Total				75,080.30

Accounts Payable

Paid Invoice History By Cheque Report - SEWER GENERAL TD CANADA TRUST

Cheque Date 01/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 003320 Date 12/10/2016 Amount 23,541.66				
001634 VEOLIA WATER CANADA INC	00061700	12/10/2016	SEWER - AUGUST SERVICES	23,541.66
			Invoice Count 1 Total	23,541.66
Cheque 003321 Date 13/10/2016 Amount 23,541.66				
001634 VEOLIA WATER CANADA INC	59665 S	13/10/2016	SEWER - JUNE SERVICES	23,541.66
			Invoice Count 1 Total	23,541.66
Report Total				47,083.32

Accounts Payable

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

Cheque Date 01/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000520 Date 03/10/2016 Amount 89.85				
000294 HYDRO ONE NETWORKS INC	August 2016-3303	03/10/2016	234.34 KWH- LANDFILL	89.85
			Invoice Count 1 Total	89.85
Cheque 000521 Date 03/10/2016 Amount 7,704.78				
000687 WESTARIO POWER INC.	300226008	03/10/2016	26543 KWH- WINGHAM ST LT	7,704.78
			Invoice Count 1 Total	7,704.78
Cheque 000522 Date 05/10/2016 Amount 129.74				
001365 TOWNSHIP OF NORTH HURON WATER	236331	05/10/2016	WATER PAYMENT TO TAX AC	129.74
			Invoice Count 1 Total	129.74
Cheque 000523 Date 05/10/2016 Amount 23.73				
000665 UNION GAS LIMITED	August 2016- 1186	05/10/2016	0.00 M3- 423 & 429 MILL STRE	23.73
			Invoice Count 1 Total	23.73
Cheque 000524 Date 07/10/2016 Amount 16,151.15				
000687 WESTARIO POWER INC.	2103440243	07/10/2016	93600 KWH- COMPLEX	16,151.15
			Invoice Count 1 Total	16,151.15
Cheque 000525 Date 11/10/2016 Amount 2,842.10				
000294 HYDRO ONE NETWORKS INC	August 2016-0523	11/10/2016	10951 KWH- 103 QUEEN ST S	2,842.10
			Invoice Count 1 Total	2,842.10
Cheque 000526 Date 11/10/2016 Amount 940.86				
000665 UNION GAS LIMITED	August 2016-7408	11/10/2016	8.326 M3- 445 JOSEPHINE ST	25.52
000665 UNION GAS LIMITED	August 2016-5467	11/10/2016	0 M3- DAY CARE	23.73
000665 UNION GAS LIMITED	August 2016-0458	11/10/2016	2619.765 M3-COMPLEX	812.23
000665 UNION GAS LIMITED	August 2016-4108	11/10/2016	19.428 M3-TOWN HALL GAS	29.17
000665 UNION GAS LIMITED	August 2016-5109	11/10/2016	9.820 M3-POLICE GAS	26.48
000665 UNION GAS LIMITED	August 2016-5340	11/10/2016	0.00 M3-LIBRARY GAS	23.73
			Invoice Count 6 Total	940.86
Cheque 000527 Date 12/10/2016 Amount 37,078.07				
000535 RECEIVER GENERAL	10-6-2016 FT	12/10/2016	FT PAYROLL REMITTANCE	29,112.86
000535 RECEIVER GENERAL	10-6-2016-PT	12/10/2016	PT PAYROLL REMITTANCE	7,618.61
000535 RECEIVER GENERAL	10-6-2016-Council	12/10/2016	COUNCIL PAYROLL REMITTA	346.60
			Invoice Count 3 Total	37,078.07
Cheque 000528 Date 12/10/2016 Amount 47.46				
000665 UNION GAS LIMITED	August 2016-9991	12/10/2016	0.00 M3- MUSEUM	23.73
000665 UNION GAS LIMITED	August 2016-8454	12/10/2016	0.00 M3- FIREHALL W GAS	23.73
			Invoice Count 2 Total	47.46
Report Total				65,007.74

Accounts Payable

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

Cheque Date 01/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 000403 Date 06/10/2016 Amount 2,816.86				
000294 HYDRO ONE NETWORKS INC	17904 09/2016	06/10/2016	BLYTH WELL AUG 18 - SEPT	2,816.86
			Invoice Count 1 Total	2,816.86
Cheque 000404 Date 06/10/2016 Amount 86.53				
002697 TUCKERSMITH COMMUNICATIONS	10/2016 9131	06/10/2016	WTP-B 523-9131	86.53
			Invoice Count 1 Total	86.53
Cheque 000405 Date 06/10/2016 Amount 2,401.54				
000687 WESTARIO POWER INC.	2103440245	06/10/2016	WELL 4 AUGUST USAGE	2,401.54
			Invoice Count 1 Total	2,401.54
Cheque 000406 Date 06/10/2016 Amount 509.70				
003224 HURONTEL	1173 10/2016	06/10/2016	MONTHLY ACCT PUC BLDG	112.94
003224 HURONTEL	1818 10/2016	06/10/2016	MONTHLY ACCT WELL 4	96.35
003224 HURONTEL	1167 10/2016	06/10/2016	WINGHAM WATER TOWER	232.67
003224 HURONTEL	1168 10/2016	06/10/2016	WELL 3 MONTHLY ACCT	67.74
			Invoice Count 4 Total	509.70
Cheque 000407 Date 11/10/2016 Amount 8,815.45				
002512 TOWNSHIP OF NORTH HURON	CANADA POST 2016	11/10/2016	TAXES PAID TO WATER ACC	8,815.45
			Invoice Count 1 Total	8,815.45
Cheque 000408 Date 13/10/2016 Amount 248.60				
004311 TELUS	09/30/216	13/10/2016	WATER - MONTHLY INVOICE	248.60
			Invoice Count 1 Total	248.60
Report Total				14,878.68

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500128 Date 06/10/2016 Amount 694.65				
004558 JENNIFER MACDONALD	OCT 6	06/10/2016	OCT 6 PAYROLL	694.65
			Invoice Count 1 Total	694.65
Cheque 500129 Date 18/10/2016 Amount 323.40				
004204 A & G GRAPHICS	2159	13/10/2016	P/W- EQUIPMENT NUMBERIN	323.40
			Invoice Count 1 Total	323.40
Cheque 500130 Date 18/10/2016 Amount 119.40				
001987 ALLSTREAM BUSINESS INC.	17769897	12/10/2016	CEMETERY - PHONE	56.45
001987 ALLSTREAM BUSINESS INC.	17769898	12/10/2016	ROADS - PHONE	62.95
			Invoice Count 2 Total	119.40
Cheque 500131 Date 18/10/2016 Amount 152.55				
003361 ART'S LANDSCAPING,NURSERY & GAF 24001GC		11/10/2016	PARKS B- SCREENED TOPS(C	152.55
			Invoice Count 1 Total	152.55
Cheque 500132 Date 18/10/2016 Amount 218.23				
004525 BALAKLAVA AUDIO	13296	13/10/2016	COMPLEX-REPAIR SOUND S'	218.23
			Invoice Count 1 Total	218.23
Cheque 500133 Date 18/10/2016 Amount 48.03				
002539 BLOODHOUND ODOUR PROTECTION	1475	11/10/2016	TOWN HALL - FAN UNIT REFI	19.21
002539 BLOODHOUND ODOUR PROTECTION	1476	11/10/2016	COMPLEX- FAN UNIT REFILL	28.82
			Invoice Count 2 Total	48.03
Cheque 500134 Date 18/10/2016 Amount 296.17				
001209 BLYTH BUILDING SUPPLIES LTD.	6591	12/10/2016	ARENA/HALL B- BATTERIES	59.87
001209 BLYTH BUILDING SUPPLIES LTD.	6912	12/10/2016	CAMPGROUND B- CHAIN, LIN	11.62
001209 BLYTH BUILDING SUPPLIES LTD.	6651	12/10/2016	CAMPGROUND B- KONK, RAI	87.62
001209 BLYTH BUILDING SUPPLIES LTD.	6456	12/10/2016	CAMPGROUND B- PLUMBING	16.53
001209 BLYTH BUILDING SUPPLIES LTD.	6494	12/10/2016	ARENA B- ZIPTIES, TAPE	13.76
001209 BLYTH BUILDING SUPPLIES LTD.	6963	12/10/2016	P/W- RAKE, BATTERIES, KNII	92.02
001209 BLYTH BUILDING SUPPLIES LTD.	6570	13/10/2016	ESTC- BOX OF SCREWS	14.75
			Invoice Count 7 Total	296.17
Cheque 500135 Date 18/10/2016 Amount 1,061.95				
000065 BLYTH DECOR SHOPPE	10-10-2016	12/10/2016	LIBRARY B- NOVEMBER REN	1,061.95
			Invoice Count 1 Total	1,061.95
Cheque 500136 Date 18/10/2016 Amount 79.87				
004172 C E MACTAVISH LIMITED	9198	12/10/2016	ROADS - FUEL	79.87
			Invoice Count 1 Total	79.87
Cheque 500137 Date 18/10/2016 Amount 797.64				

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000113 CARSON SUPPLY	S1457623.002	12/10/2016	ROADS-CATCHBASIN FRAME	797.64
		Invoice Count	1 Total	797.64
Cheque 500138 Date 18/10/2016 Amount 214.80				
003919 CINTAS CANADA LIMITED	839314867	11/10/2016	COMPLEX-SANITIZE RESTRC	214.80
		Invoice Count	1 Total	214.80
Cheque 500139 Date 18/10/2016 Amount 440.14				
001837 CJ JOHNSTON OFFICE SOLUTIONS	133023c	11/10/2016	POLICE - 10 CASES OF PAPE	440.14
		Invoice Count	1 Total	440.14
Cheque 500140 Date 18/10/2016 Amount 10,968.91				
003299 DARCH FIRE	60798	13/10/2016	FIRE- REPAIRS 2002 QUANTL	10,968.91
		Invoice Count	1 Total	10,968.91
Cheque 500141 Date 18/10/2016 Amount 939.60				
000186 DELTA ELEVATOR COMPANY LTD	9149158	11/10/2016	COMPLEX-ELEVATOR MAINT	469.19
000186 DELTA ELEVATOR COMPANY LTD	9149157	11/10/2016	TOWN HALL - ELEVATOR MA	470.41
		Invoice Count	2 Total	939.60
Cheque 500142 Date 18/10/2016 Amount 1,050.76				
000221 FIRE MONITORING OF CANADA INC	40629	11/10/2016	DC- NON-DIRECT MONITORIN	1,050.76
		Invoice Count	1 Total	1,050.76
Cheque 500143 Date 18/10/2016 Amount 10,540.95				
000074 FOXTON FUELS LIMITED	301291	11/10/2016	BUILDING- SEPTEMEBER FUI	118.55
000074 FOXTON FUELS LIMITED	301483	12/10/2016	CEMETERY - FUEL	155.30
000074 FOXTON FUELS LIMITED	33110857	12/10/2016	ROADS - FUEL BLYTH	88.91
000074 FOXTON FUELS LIMITED	163926	12/10/2016	ROADS - FUEL WINGHAM	896.30
000074 FOXTON FUELS LIMITED	164397	12/10/2016	ROADS - FUEL EW SHOP	1,999.77
000074 FOXTON FUELS LIMITED	164398	12/10/2016	ROADS - FUEL EW SHOP	3,151.41
000074 FOXTON FUELS LIMITED	164510	12/10/2016	LANDFILL - FUEL	157.53
000074 FOXTON FUELS LIMITED	163894	12/10/2016	LANDFILL - FUEL	200.21
000074 FOXTON FUELS LIMITED	165246	12/10/2016	LANDFILL - FUEL	150.74
000074 FOXTON FUELS LIMITED	298952	12/10/2016	ROADS - FUEL	147.80
000074 FOXTON FUELS LIMITED	301350	12/10/2016	FIRE- SEPTEMBER FUEL	352.65
000074 FOXTON FUELS LIMITED	299742	12/10/2016	FIRE- DIESEL FUEL	50.05
000074 FOXTON FUELS LIMITED	301389	13/10/2016	POLICE- SEPTEMBER FUEL	1,046.47
000074 FOXTON FUELS LIMITED	301745	13/10/2016	SEPTEMBER FUEL	2,025.26
		Invoice Count	14 Total	10,540.95
Cheque 500144 Date 18/10/2016 Amount 163.85				
000237 GEORGIAN BAY FIRE & SAFETY LTD	708902	12/10/2016	MEM HALL-REPAIR PHONE L	163.85
		Invoice Count	1 Total	163.85
Cheque 500145 Date 18/10/2016 Amount 65.52				
004503 GLENDA ROYALL	9-15-2016	13/10/2016	ESTC- MILEAGE	18.00
004503 GLENDA ROYALL	9-21-2016	13/10/2016	ESETC- MILEAGE	18.00

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004503 GLENDA ROYALL	9-22-2016	13/10/2016	ESTC- MILEAGE	18.00
004503 GLENDA ROYALL	10-5-2016	13/10/2016	ESTC- POSTAGE	5.76
004503 GLENDA ROYALL	10-4-2016	13/10/2016	ESTC- POSTAGE	5.76
Invoice Count 5 Total				65.52
Cheque 500146 Date 18/10/2016 Amount	87.70			
000273 H.O. JERRY (1983) LTD	212024	13/10/2016	ESTC- CUPS, PLATES, NAPKI	87.70
Invoice Count 1 Total				87.70
Cheque 500147 Date 18/10/2016 Amount	302.79			
0003281 HOWSON TRANSPORTATION INC	3312637	12/10/2016	FIRE- SEPTEMBER FUEL	302.79
Invoice Count 1 Total				302.79
Cheque 500148 Date 18/10/2016 Amount	727.49			
000290 HURONIA WELDING & INDUSTRIAL	122362	12/10/2016	ROADS - HEAVY DUTY TORC	450.87
000290 HURONIA WELDING & INDUSTRIAL	123744	12/10/2016	LANDFILL - CREDIT	-6.78
000290 HURONIA WELDING & INDUSTRIAL	121800	12/10/2016	FIRE- FIRE EXTINGUISHER R	107.39
000290 HURONIA WELDING & INDUSTRIAL	122589	13/10/2016	ESTC- COMPRESSED NITRO	176.01
Invoice Count 4 Total				727.49
Cheque 500149 Date 18/10/2016 Amount	483.27			
000296 IDEAL SUPPLY INC.	2731327	11/10/2016	P/W- B-SECTION BELT	19.62
000296 IDEAL SUPPLY INC.	2759153	11/10/2016	POOL- B-SECTION WRAPPE	36.14
000296 IDEAL SUPPLY INC.	2717099	11/10/2016	P/W- POLYCORD POLYBAG	24.40
000296 IDEAL SUPPLY INC.	2739106	11/10/2016	P/W- TOOLS FOR TOOLBOX I	247.67
000296 IDEAL SUPPLY INC.	2750207	11/10/2016	P/W- TIRE GAUGE	8.81
000296 IDEAL SUPPLY INC.	2711072	11/10/2016	P/W- LED LIGHTS- ST LTS	139.40
000296 IDEAL SUPPLY INC.	2761238	13/10/2016	FIRE- EQUIPMENT REPAIR	7.23
Invoice Count 7 Total				483.27
Cheque 500150 Date 18/10/2016 Amount	1,325.49			
003538 J.A. PORTER HOLDINGS (LUCKNOW) L	8235	12/10/2016	ROADS - CONCRETE	1,325.49
Invoice Count 1 Total				1,325.49
Cheque 500151 Date 18/10/2016 Amount	89.10			
000306 JAMES CAMPBELL	9-30-2016	13/10/2016	COUNCIL SEPTEMBER MILE/	89.10
Invoice Count 1 Total				89.10
Cheque 500152 Date 18/10/2016 Amount	2,121.70			
000322 JOE KERR LTD	W46778	12/10/2016	ROADS - SAFETY INSPECT V	2,121.70
Invoice Count 1 Total				2,121.70
Cheque 500153 Date 18/10/2016 Amount	548.05			
000321 JOE'S AUTOMOTIVE	39526	11/10/2016	POLICE- CHARGER/INTERCE	440.70
000321 JOE'S AUTOMOTIVE	39609	12/10/2016	ROADS - OIL CHANGE	107.35
Invoice Count 2 Total				548.05

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 500154	Date 18/10/2016	Amount	772.47	
000352 KITSUPPLY	137887	11/10/2016	COMPLEX - JANITORIAL SUP	290.00
000352 KITSUPPLY	136772	11/10/2016	COMPLEX- JANITORIAL SUPP	123.83
000352 KITSUPPLY	137777	11/10/2016	DC-JANITORIAL SUPPLIES	186.20
000352 KITSUPPLY	137962	12/10/2016	COMPLEX - JANITORIAL SUP	172.44
		Invoice Count	4 Total	772.47
Cheque 500155	Date 18/10/2016	Amount	512.59	
000364 LAVIS CONTRACTING CO LTD	P-240-00002375	12/10/2016	ROADS - COLD MIX	512.59
		Invoice Count	1 Total	512.59
Cheque 500156	Date 18/10/2016	Amount	552.94	
003506 LESLIE MOTORS LTD	917662	13/10/2016	BUILDING- SERVICE ESCAPE	552.94
		Invoice Count	1 Total	552.94
Cheque 500157	Date 18/10/2016	Amount	368.19	
000372 LIFESAVING SOCIETY	142341	11/10/2016	AQUATICS- LIFEGUARD REC	277.20
000372 LIFESAVING SOCIETY	M115493	11/10/2016	AQUATICS- CPR FACE SHIEL	90.99
		Invoice Count	2 Total	368.19
Cheque 500158	Date 18/10/2016	Amount	112.10	
000924 MIDWESTERN COMMUNICATIONS	160930-0144	11/10/2016	DC- COPIER METER BILLING	112.10
		Invoice Count	1 Total	112.10
Cheque 500159	Date 18/10/2016	Amount	229.57	
004518 NICOLE GRAF	Oct 4, 2016	12/10/2016	ADMIN - MILEAGE & MEAL	229.57
		Invoice Count	1 Total	229.57
Cheque 500160	Date 18/10/2016	Amount	4,630.06	
003284 PPE SOLUTIONS INC	5400	12/10/2016	FIRE- BUNKER PANTS	3,678.15
003284 PPE SOLUTIONS INC	5390	12/10/2016	FIRE- STANDARD SHIELDS	951.91
		Invoice Count	2 Total	4,630.06
Cheque 500161	Date 18/10/2016	Amount	408.22	
003420 RADFORD GROUP LTD	66220	13/10/2016	PARKS B- FUEL	99.00
003420 RADFORD GROUP LTD	September Statement	13/10/2016	P/W-SEPTEMBER FUEL	309.22
		Invoice Count	2 Total	408.22
Cheque 500162	Date 18/10/2016	Amount	138.60	
003439 RAY HALLAHAN	9-30-2016	11/10/2016	COUNCIL MILEAGE	61.65
003439 RAY HALLAHAN	8-31-2016	13/10/2016	COUNCIL AUGUST MILEAGE	35.10
003439 RAY HALLAHAN	7-31-2016	13/10/2016	COUNCIL JULY MILEAGE	41.85
		Invoice Count	3 Total	138.60
Cheque 500163	Date 18/10/2016	Amount	270.77	

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Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
004198 RICCO FOOD DISTRIBUTOR	329242	11/10/2016	CONC B- SUPPLIES	270.77
			Invoice Count 1 Total	270.77
Cheque 500164 Date 18/10/2016 Amount 137.25				
003055 RICHARD AL	Oct 4/16	12/10/2016	ADMIN - MILEAGE & PHONE	137.25
			Invoice Count 1 Total	137.25
Cheque 500165 Date 18/10/2016 Amount 478.94				
000539 RINTOULS POOLS AND SPAS	60724	11/10/2016	POOL W- MURIATIC ACID	239.47
000539 RINTOULS POOLS AND SPAS	61466	13/10/2016	POOL- MURIATIC ACID	239.47
			Invoice Count 2 Total	478.94
Cheque 500166 Date 18/10/2016 Amount 6.33				
002355 ROBERT'S FARM EQUIPMENT	P55909	12/10/2016	ROADS - MISC PARTS	6.33
			Invoice Count 1 Total	6.33
Cheque 500167 Date 18/10/2016 Amount 494.37				
000564 RYAN CONSTRUCTION (BRUSSELS) LT	816033	12/10/2016	ROADS - DIG IN FUEL TANK	494.37
			Invoice Count 1 Total	494.37
Cheque 500168 Date 18/10/2016 Amount 169.50				
004330 SEPOY WIRING	9421	11/10/2016	PARKS W- CRUICKSHANK P I	67.80
004330 SEPOY WIRING	9451	11/10/2016	CRUIKSHANK PARK LIGHTS	101.70
			Invoice Count 2 Total	169.50
Cheque 500169 Date 18/10/2016 Amount 249.91				
000586 SKEOCH BUSINESS EQUIP. LTD	1000016617	13/10/2016	REC- COST PER COPY -FINA	117.14
000586 SKEOCH BUSINESS EQUIP. LTD	1000016574	14/10/2016	ADMIN-COST PER COPY-FIN	20.85
000586 SKEOCH BUSINESS EQUIP. LTD	1000016575	14/10/2016	ADMIN- COST PER COPY-FIN	111.92
			Invoice Count 3 Total	249.91
Cheque 500170 Date 18/10/2016 Amount 11.50				
002155 SMYTH WELDING & MACHINE SHOP	33582	12/10/2016	ROADS - BOLTS	11.50
			Invoice Count 1 Total	11.50
Cheque 500171 Date 18/10/2016 Amount 429.40				
002906 SOLID GROUND LANDSCAPING	194	11/10/2016	PARKS E/W- LAWN MOWING	203.40
002906 SOLID GROUND LANDSCAPING	196	12/10/2016	CEMETERY-PAVINGSTONE,F	226.00
			Invoice Count 2 Total	429.40
Cheque 500172 Date 18/10/2016 Amount 1,344.52				
000602 STANTON HARDWARE	279751	13/10/2016	COMPLEX- T8 LIGHTS	45.17
000602 STANTON HARDWARE	279895	13/10/2016	TOWN HALL- TOILET LEVER	6.20
000602 STANTON HARDWARE	279718	13/10/2016	PARKS W- LIGHT BULBS	10.71
000602 STANTON HARDWARE	279901	13/10/2016	DAY CARE- LIGHT BULBS	13.54
000602 STANTON HARDWARE	280354	13/10/2016	DAY CARE CABLE STAPLES	2.25
000602 STANTON HARDWARE	279634	13/10/2016	PARKS W- QUICK ZINC LINKS	6.52

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000602 STANTON HARDWARE	280103	13/10/2016	PARK W- ANTIFREEZE, SEAL	30.92
000602 STANTON HARDWARE	280092	13/10/2016	PARKS W- PLUMBING SUPPL	5.96
000602 STANTON HARDWARE	280302	13/10/2016	DAY CARE- ADHESIVE COVE	14.67
000602 STANTON HARDWARE	279764	13/10/2016	DAY CARE- ANCHORS, DRILL	10.15
000602 STANTON HARDWARE	279837	13/10/2016	DAY CARE- BALLASTS, CONI	39.75
000602 STANTON HARDWARE	279730	13/10/2016	COMPLEX- WATCH BATTERY	13.54
000602 STANTON HARDWARE	279773	13/10/2016	COMPLEX- SEAL, GREASE, L	34.87
000602 STANTON HARDWARE	279577	13/10/2016	COMPLEX- U-BOLTS	11.62
000602 STANTON HARDWARE	279637	13/10/2016	LIBRARY- LIGHTBULBS, CHAI	23.14
000602 STANTON HARDWARE	279575	13/10/2016	TOWN HALL- WATER REFILL	5.90
000602 STANTON HARDWARE	280018	13/10/2016	LIBRARY- LIGHT BULBS	13.54
000602 STANTON HARDWARE	280069	13/10/2016	LIBRARY - KEYS	6.55
000602 STANTON HARDWARE	279973	13/10/2016	COMPLEX- KEYS	13.11
000602 STANTON HARDWARE	279975	13/10/2016	PARKS W- ANTIFREEZE	20.31
000602 STANTON HARDWARE	279682	13/10/2016	FITNESS - PAINT	9.03
000602 STANTON HARDWARE	279894	13/10/2016	REC ADMIN-BATTERIES	41.76
000602 STANTON HARDWARE	280153	13/10/2016	FITNESS- JANITORIAL SUPPI	21.78
000602 STANTON HARDWARE	280214	13/10/2016	FITNESS- PAINT	7.90
000602 STANTON HARDWARE	279838	13/10/2016	DC- BATTERIES, BROOM, PA	104.99
000602 STANTON HARDWARE	279583	13/10/2016	REC PROGRAMS-BASKETBA	224.86
000602 STANTON HARDWARE	280101	13/10/2016	AQUATICS- PHONE CORD	6.77
000602 STANTON HARDWARE	280323	13/10/2016	P/W- BROOM	15.24
000602 STANTON HARDWARE	279569	13/10/2016	P/W- DRILL BIT	3.15
000602 STANTON HARDWARE	279822	13/10/2016	P/W- GARBAGE BAGS	41.80
000602 STANTON HARDWARE	280218	13/10/2016	P/W- GARBAGE BAGS, HAIR	49.58
000602 STANTON HARDWARE	280340	13/10/2016	P/W- GARBAGE BAGS, SHOVS	59.86
000602 STANTON HARDWARE	279734	13/10/2016	CAMPER- HYDRO SURGE IN	214.69
000602 STANTON HARDWARE	279793	13/10/2016	CAMPER- HYDRO SURGE IN	214.69
Invoice Count 34 Total				1,344.52

Cheque 500173 Date 18/10/2016 Amount 198.55

000606 STEFFEN AUTO SUPPLY	299714	11/10/2016	ROADS- VALVE TOOL/CORE	10.86
000606 STEFFEN AUTO SUPPLY	299267	11/10/2016	P/W- HYDRAULIC FITTINGS/C	113.49
000606 STEFFEN AUTO SUPPLY	298455	11/10/2016	P/W- .04 CONTACT TIP	16.70
000606 STEFFEN AUTO SUPPLY	299496	11/10/2016	P/W- SHRINK TUBING	29.75
000606 STEFFEN AUTO SUPPLY	229497	11/10/2016	COMPLEX- V-BELT	7.84
000606 STEFFEN AUTO SUPPLY	299515	11/10/2016	COMPLEX- V-BELT	19.91
Invoice Count 6 Total				198.55

Cheque 500174 Date 18/10/2016 Amount 230.49

002814 STRONGCO LIMITED PARTNERSHIP	90284737	12/10/2016	ROADS - ALTERNATOR BELT	153.66
002814 STRONGCO LIMITED PARTNERSHIP	90284738	12/10/2016	ROADS - ALTERNATOR BELT	76.83
Invoice Count 2 Total				230.49

Cheque 500175 Date 18/10/2016 Amount 246.85

000620 SWAN DUST CONTROL LTD	3680415	11/10/2016	COMPLEX- MATS/MOPS	139.89
000620 SWAN DUST CONTROL LTD	3680428	11/10/2016	POLICE- MATS/MOPS	35.26
000620 SWAN DUST CONTROL LTD	3668092	13/10/2016	DAY CARE- MATS	23.90
000620 SWAN DUST CONTROL LTD	3674156	13/10/2016	DAY CARE- MATS	23.90

Accounts Payable

Paid Invoice History By Cheque Report - GENERAL DIRECT DEPOSIT 9801014

Cheque Date 05/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
000620 SWAN DUST CONTROL LTD	3680432	13/10/2016	DAY CARE- MATS	23.90
			Invoice Count 5 Total	246.85
Cheque 500176 Date 18/10/2016 Amount 511.89				
000632 TEESWATER CONCRETE LTD	62051	12/10/2016	ROADS - QUARRY STONE	511.89
			Invoice Count 1 Total	511.89
Cheque 500177 Date 18/10/2016 Amount 1,029.82				
003047 TRY RECYCLING INC	146740	12/10/2016	LANDFILL- RECYCLE SHINGL	1,029.82
			Invoice Count 1 Total	1,029.82
Cheque 500178 Date 18/10/2016 Amount 8,973.05				
002877 VANDRIEL EXCAVATING INC.	24152	12/10/2016	ROADS - GRASS CUTTING	8,973.05
			Invoice Count 1 Total	8,973.05
Cheque 500179 Date 18/10/2016 Amount 2,678.16				
000856 WEILER'S CLEANING & RESTORATION	12304359	11/10/2016	SEPTEMBER JANITORIAL SE	2,678.16
			Invoice Count 1 Total	2,678.16
Cheque 500180 Date 18/10/2016 Amount 272.93				
002667 WEST COAST DISTRIBUTING	1051906	13/10/2016	CONC W- SUPPLIES	272.93
			Invoice Count 1 Total	272.93
Cheque 500181 Date 18/10/2016 Amount 60.09				
002081 WINGHAM FOODLAND	725-600-5620	11/10/2016	BA-MR- SUPPLIES	16.92
002081 WINGHAM FOODLAND	725-600-5928	11/10/2016	OXY- FOOD SUPPLIES	11.23
002081 WINGHAM FOODLAND	725-600-5035	11/10/2016	CONC W- SUPPLIES	31.94
			Invoice Count 3 Total	60.09
Cheque 500182 Date 18/10/2016 Amount 54.00				
004170 YOLANDA RITSEMA-TEENINGA	9-30-2016	13/10/2016	COUNCIL SEPTEMBER MILE/	54.00
			Invoice Count 1 Total	54.00
Report Total				59,435.07

See next page

Accounts Payable

GENERAL DIRECT DEPOSIT 9801014

Cheque Register - 03/10/2016

Invoice		Invoice		Cheque	Cheque
Payee	Number	Date	Type	Amount	Number
004467	14/19 CAMPAIGN				
Allan Avis- 4991	DRAWINGS MEMORIAL HALL	10/06/2016	I	767.04	500127
Allan Avis-4938	ENGINEERING FEES MEM HALL	11/05/2016	I	13,006.97	500127
Donnelly Murphy43955	FINANCIAL AGREEMENT 14/19	14/04/2016	I	1,750.00	500127
Donnelly Murphy44088	BLYTH MEM HALL EASEMENT	11/05/2016	I	375.00	500127
Donnelly Murphy44244	BLYTH MEMORIAL HALL LEASE	10/06/2016	I	1,916.00	500127
Queens- 57557	MEM HALL MEETING- COFFEE	06/04/2016	I	13.00	500127
Cheque Amount -				17,828.01	
Cheque Run Total -				17,828.01	

59,435.07
 17,828.01

 77,263.08

Accounts Payable

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

Cheque Date 01/10/2016 to 31/12/2016

Vendor 000000 to 999999

Vendor Number Name	Invoice Number	Entry Date	Invoice Description	Invoice Amount
Cheque 900007 Date 06/10/2016 Amount 134.97				
000657 TOWNSHIP OF NORTH HURON WATER	159050	06/10/2016	435 MINNIE ST AUG/SEPT US	134.97
Invoice Count 1 Total				134.97
Cheque 900008 Date 06/10/2016 Amount 97.20				
002697 TUCKERSMITH COMMUNICATIONS	10/2016 4466	06/10/2016	WWTP-B 523-4466	97.20
Invoice Count 1 Total				97.20
Cheque 900009 Date 06/10/2016 Amount 1,109.81				
000687 WESTARIO POWER INC.	2103440244	06/10/2016	WWPS-W AUGUST USAGE	1,109.81
Invoice Count 1 Total				1,109.81
Cheque 900010 Date 06/10/2016 Amount 164.09				
003224 HURONTEL	6876 10/2016	06/10/2016	WWPS-W MONTHLY ACCT	96.35
003224 HURONTEL	6877 10/2016	06/10/2016	SEWAGE TREATMENT PLAN1	67.74
Invoice Count 2 Total				164.09
Cheque 900011 Date 06/10/2016 Amount 13,321.24				
000294 HYDRO ONE NETWORKS INC	1727 09/2016	06/10/2016	60 LLOYD ST JULY 21 - AUG 2	10,786.50
000294 HYDRO ONE NETWORKS INC	19227 09/2016	06/10/2016	117 NORTH ST JULY 22 - AUG	2,534.74
Invoice Count 2 Total				13,321.24
Report Total				14,827.31



CORRESPONDENCE
Council Meeting October 3, 2016

DATE	FROM	REGARDING	ACTION	FILE
Sep-30	AMO Communications	AMO AGM Annual Conference Guestroom Bookings		
Sep-30	CUPW	Another Opportunity to Have Your Say in Canada Post Review		
Oct-03	AMO Policy Update	AMO Report to Member Municipalities: Highlights of the eptember 2016 Board Meeting		
Oct-04	AMO Policy Update	Arbirated Settlement with the OPPA		
Oct-05	AMO Communications	Upcoming Events		
Oct-06	AMO	AMO Watch File - October 6, 2016		
Oct-07	AMO Communications	Municipal Fiscal Gap - AMO Needs Your Support		
Oct-11	Ontario Good Roads Association	1st Call for Nominations - OGRA Board of Directions 2017-18		
Oct-13	AMO	AMO Watch File - October 13-2016		
Oct-13	Ministry of Energy	Invitation: Ontario Long-Term Energy Plan Review		
Oct-13	Municipality of Central Huron	Proposed Amendments to Zoning By-law and Official Plan		

From: Mark Becker [REDACTED]
Sent: Monday, October 3, 2016 11:07 AM
To: Steve Doherty [REDACTED] Sharon Chambers [REDACTED]
Cc: Brenda Mac Isaac [REDACTED] Brian Van Osch [REDACTED]
Subject: RE: Auburn Dog Park

Good Morning Steve

Council adopted the following resolution at their September 20th meeting, after hearing the presentation from Jacqui Empson Laporte.

Moved by McNeil
Seconded by Watt

AUBURN PARK SUPPORT	#5	THAT Ashfield-Colborne-Wawanosh Township Council hereby supports the Auburn Dog Park located in Central Huron and agrees to contribute some assistance from Public Works for the installation of fencing as per the recommendation of the Animal Control Officer.
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Carried.

It was further noted by Public Works Superintendent Brian Van Osch, that the installation of the posts would more than likely be performed by a fencing contractor, as opposed to Public Works Staff installing the posts, as the contractors do this type of work for every day, and tend to complete the job quicker and at a reasonable rate. Council seemed receptive to assisting Central Huron, and North Huron with the costs of this work of the installation of the posts.

Please note that Council also wanted to ensure that Bob Trick, Animal Control Officer, had no concerns with the proposed fencing as well.

Thank you.

Mark Becker
Administrator/Clerk-Treasurer
Township of Ashfield-Colborne-Wawanosh
82133 Council Line, RR5
Goderich, ON N7A 3Y2



From: Steve Doherty [REDACTED]
Sent: October-03-16 10:32 AM
To: 'Sharon Chambers'; Mark Becker
Cc: Brenda Mac Isaac
Subject: Auburn Dog Park

Mark / Sharon,

Just touching base regarding the proposed Auburn Dog park. At a recent Central Huron Council meeting Jacqui Empson Laporte of Auburn proposed that a Dog Park be created on the Central Huron property that abuts the Auburn Community Park. Council supports the concept and asked our Roads Manager Tom Sinclair to review options as there are concerns regarding the drainage on the land in question etc. I understand that Tom has been in contact with Brian Van Osch so ACW is aware of the proposed location. I have also heard that the Park proposal has yet to be presented to NH Council so we await their feedback to the concept and funding options.

At this point, Central Huron has indicated their support for the park and, if approved, we propose that Municipal staff would hire a contractor to set all the posts required and then hand the park area over to the Park Group (i.e. Jacqui et al) who would then be responsible for purchasing the fence enclosure and installing it. In order to ensure that we are not going to be inundated with push-back from Auburnites after the fact we have posted notification of the proposed dog park at the Auburn Post Office and a couple of other public places in the community. We have already received concerns over location, possible noise issues etc. and we will provide a summary of concerns after a week or so has passed.

At your earliest opportunity please let me know if your municipality supports the Auburn Dog Park and whether they will allocate funding toward the park. Our Council would like to make a determination at our October 17th Council meeting so your feedback would be appreciated by October 12th if possible.

thanks,
Steve

Steven Doherty
CAO /Deputy Clerk/Deputy Treasurer
Municipality of Central Huron



From: Genny Smith [REDACTED]
Sent: Wednesday, October 5, 2016 3:34 PM
To: Genny Smith [REDACTED]
Subject: You're invited to Beer & Brats in Blyth and Doctoberfest!

Friends of Cowbell,

On Saturday October 29, 2016, the Blyth 140th Anniversary Committee is hosting two great events to kick off Blyth's 140th celebrations in 2017!

Beer & Brats in Blyth will feature Scrim's world famous sausage, Absent Landlord and complimentary samples of our newest beer, Doc Perdue's Bobcat. This free outdoor event will include Sal's Alley for musical entertainment, ice cream and treats for the kids as well as door prizes. Also, the Blyth 140 Committee will be selling decorations for next year's 140th celebration.

That evening from 5-8pm, join us for **Doctoberfest Perdue's Path**, a pub crawl in the village with 5 stops, 5 samples of our delicious beer paired with local food. Tickets are limited, get yours today.

It will be a terrific day in Blyth!

Join us for [Beer & Brats in Blyth](#) and [Doctoberfest Perdue's Path](#)

BEER & BRÄTS *in* BLYTH

SATURDAY, OCTOBER 29TH, 2016

Join us for this kick-off celebration of Blyth's 140th in 2017 with beer, brats and music from Sal's Alley.

FROM: 11:00 AM — 4:00 PM

AT: Scrim's parking lot, 209 Drummond St, Blyth, ON N0M 1H0

COST: **FREE** admission, \$5/pint of Absent Landlord, Free samples of Doc Perdue's Bobcat, paired with hand-crafted Scrimgeour's sausage.



COWBELLBREWING.CO



Octoberfest

Perdue's Path

SATURDAY, OCTOBER 29TH, 2016

Continue the kick-off celebration of Blyth's 140th in 2017 with 5 stops, 5 samples of delicious Doc Perdue's Bobcat, 5 tasty food pairings and tons of fun with your neighbours, friends and community.

FROM: 5:00 PM — 8:00 PM

AT: 5 locations, walking, downtown Blyth

COST: \$50/person. Only 140 tickets are available. Tickets are available at: www.eventbrite.ca




COWBELLBREWING.CO

For more information, please contact our office.

We hope to see you soon!

Genny

CORPORATION OF THE COUNTY OF HURON

Planning and Development Department

To: Chair and Members, Committee of the Whole, Day 1
From: Sandra Weber, Manager of Planning
Date: August 26th, 2016
Subject: **Bill 73 - Smart Growth for Our Communities Act, 2015**

Recommendation

THAT: The Council of the County of Huron approve the report by Sandra Weber, Manager of Planning entitled Bill 73 – Smart Growth for Our Communities Act, 2015.

AND FURTHER THAT: The menu of options contained in the chart in this report be used to assist Council when considering the effect of public and agency comments on decisions of planning applications, required to be included in motions.

AND FURTHER THAT: This report be circulated to local municipalities.

Background

Bill 73 – Smart Growth for Our Communities Act was proclaimed and came into force on July 1st, 2016. The Bill includes changes to the Planning Act, RSO, 1990 and the Development Charges Act, 1997.

On July 6th, 2016, County Council approved a motion to accept the staff report on implementation of the changes to the Planning Act, with the exception of the proposed wording to be added to notices of decision on planning applications. The Act requires that notice of adoption and decision of Official Plans and amendments, and decisions for granting or refusing to approve Zoning By-law Amendments, Minor Variances, Plans of Subdivision and Consents would need to include a brief explanation of the effect, if any, that the written and oral submissions received from the public and agencies had on the decision.

Staff had provided suggested wording to be included in Council's motion for decisions on planning applications to address this requirement as follows:

"Council considered all oral and written submissions made on this application, the effect of which helped Council make an informed decision."

A concern was raised that the suggested wording did not go far enough to capture the public and agency comments and the effect they had on the decision. Council directed staff to give further consideration and bring back a report with other options to address this requirement.

Comments

The Planning reports provided to Council currently have a section that summarizes the public and agency comments received up to the date the report was written. An additional section can be added to the planning reports that summarize the effect the public and agency comments had on the planning recommendation. This would provide some guidance to Council in developing a motion on the effect the comments had on the decision.

In addition, a slide could be prepared to assist Council with a possible menu of options to choose from to prepare the motion. The chart is organized in an attempt to assist Council in choosing the appropriate motion for each individual application e.g. Council might select 2A and 4B as appropriate for the decision.

**Effect of Public and Agency Comments on Decision of Council to the Planning application
(Pursuant to Sections 17, 22, 34, 35, 45, 51 and 53 of the Planning Act, RSO, 1990, as amended)**

	A. Effect of Public Comments on Decision of Council	B. Effect of Agency Comments on Decision of Council (e.g. Planning, Public Works, Health Unit)
1. Council agrees with effects of input as contained in the planning report	Council concurs with the planning report regarding the effect of public and agency comments on the decision.	
2. No comments received	No public comments were received on this application so there was no effect on the decision.	No agency comments were received on this application so there was no effect on the decision.
3. Supportive comments received	Public comments were received in support of the application, the effect of which resulted in a decision to approve the application.	Agency comments were received in support of the application, the effect of which resulted in a decision to approve the application.
4. Concerns raised were addressed through conditions to approval or changes to mapping or text amendment	Public comments were received on the issue(s) of _____. The comments were address through (conditions to approval/changes to the mapping or text of the amendment).	Comments were received from agencies on the issues of _____. The comments were addressed through (conditions to approval/changes to the mapping or text of the amendment).
5. Concerns raised did not influence the decision	Public comments were received on the issue(s) of _____. Comments were thoroughly considered but the effect did not influence the decision of Council to (approve/deny) the application.	Comments were received from agencies identifying the issue(s) of _____. Comments were thoroughly considered but the effect did not influence the decision of Council to (approve/deny) the application.
6. Concerns raised did influence the decision	Public comments were received on the issue(s) of _____, the effect of which influenced the decision of Council to (approve/deny) the application.	Agency comments were received on the issue(s) of _____, the effect of which influenced the decision of Council to (approve/deny) the application.
7. Comments received in support and opposition to the application	Options from above 1A/3A/4A/5A/6A	Options from above 1B/3B/4B/5B/6B
8. Other	Additional wording deemed appropriate by Council	Additional wording deemed appropriate by Council

Others Consulted

Planners

Budget Implications – None

'Original signed by'

Sandra Weber, Manager of Planning

'Original signed by'

Scott Tousaw, Director

'Original signed by'

Susan Cronin, County Clerk

'Original signed by'

Brenda Orchard, CAO

A Dog Park in Auburn

Presentation by Jacqui Empson Laporte
On Behalf of Residents in Central Huron,
North Huron and ACW

Sincerest Apologies

In response to my lack of attendance at the September Council meeting, I can only beg forgiveness.

I had mistaken the date of the meeting and was busy getting ready for staffing and displays at the Outdoor Farm Show and International Plowing Match and Rural Expo.

Please accept my apologies and be assured that there was no disrespect intended. This issue is important to me, otherwise I would not have put this much effort into it to date.

What is a Dog Park?

- An off-leash, fenced area where dogs can run freely in a community setting
- It is NOT:
 - A kennel
 - Longer term housing where animals left unattended

Why a Dog Park?

Pros	Cons
Promotes responsible pet ownership	Should not be used as substitutes for regular walks for animals
Give dogs a place to exercise safely, reducing barking and other problem behaviours	People should know their dog's tolerance for other dogs when entering the park in groups
Provide seniors and other owners an accessible place to exercise companions	People must clean up after their pet
Provides opportunities to enhance use of the park facilities	People must ensure their pets are vaccinated to prevent transmission of illnesses: Spayed/neutered animals ideal

Statistics:

- **By our estimates, there are about 45 dogs within the village**
- Central Huron sells 13 dog tags in Auburn
- Estimates for ACW and North Huron roughly equal

Proposal

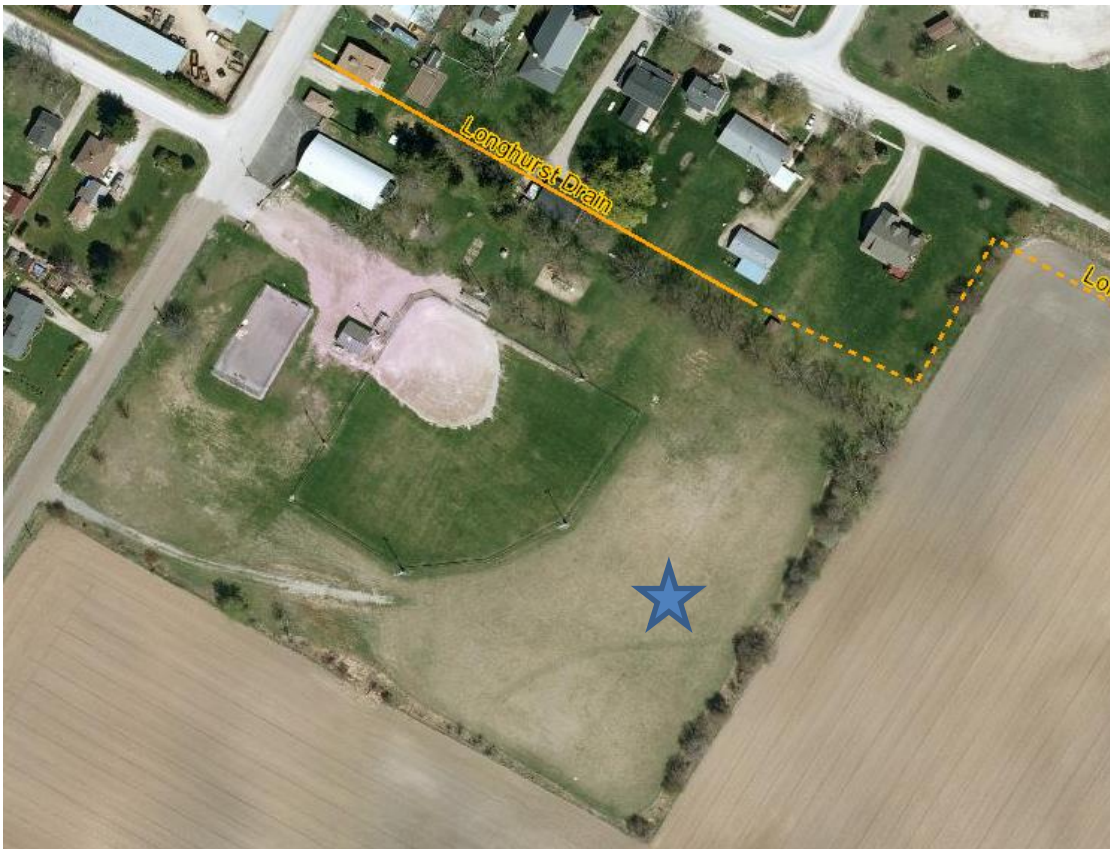
- Dog Park to be located at the site of the Auburn Hall, behind the ball diamond
- Fenced area of two runs with double gate
- Sized appropriately for easy maintenance (grass cutting)
- Posted sign with dog park rules
- Garbage can for waste
- Surrounded by native trees and shrubs for aesthetics

Recommendations of Animal Control

- Must have a double gate
 - So dogs in the park don't escape when new dogs enter
- Should have 2 runs with small and large dogs separated
- Must have a bag dispenser and garbage can
- Must have sign with rules of use
- Must use a fencing type so that dogs don't get their heads caught

Preferred Location

- Behind left field of the ball diamond

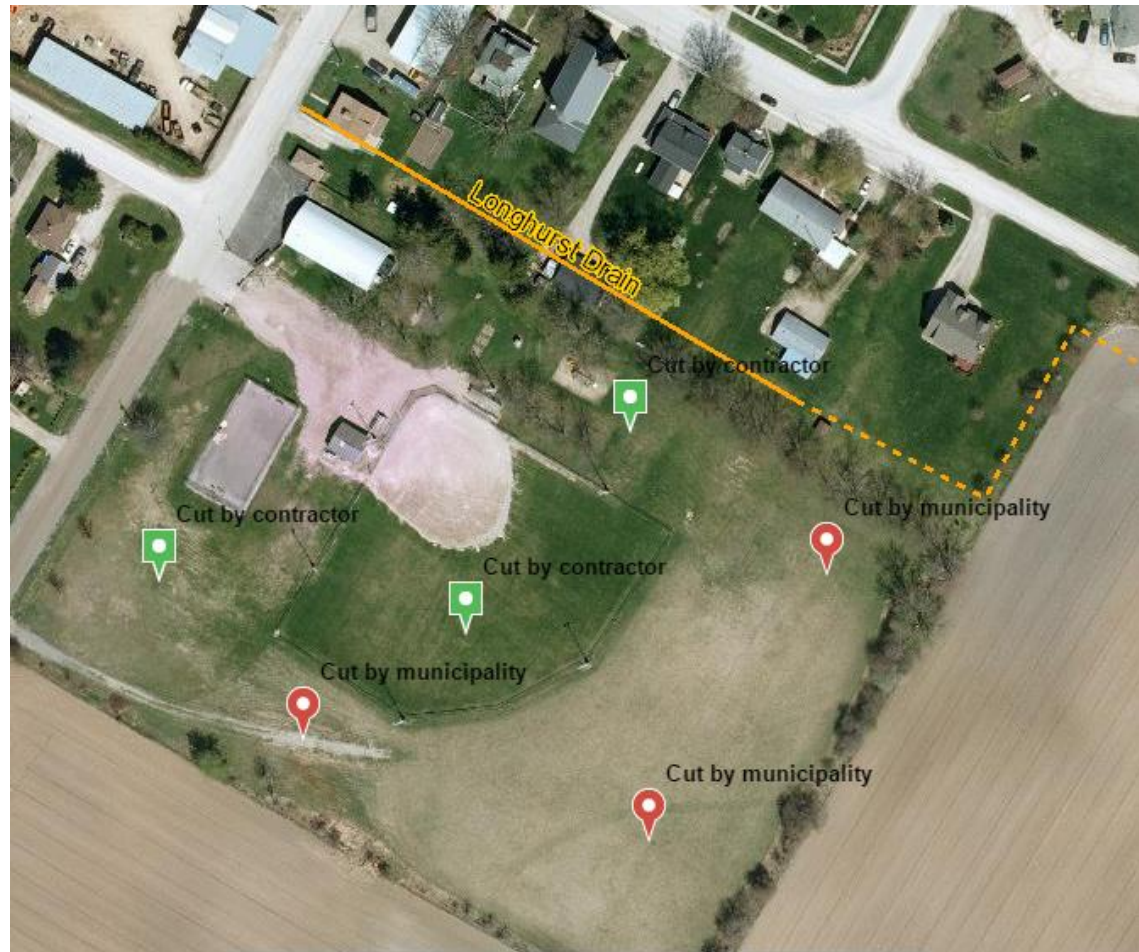


**Final design
not yet
completed –
based on
discussions
with
residents,
animal
control and
Public
Works**

Grass Cutting

Ideally the size, shape and location of the dog park would have regard for whoever was responsible for cutting the grass in the field

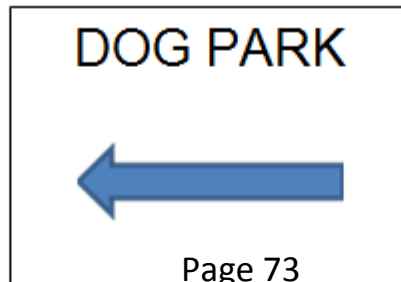
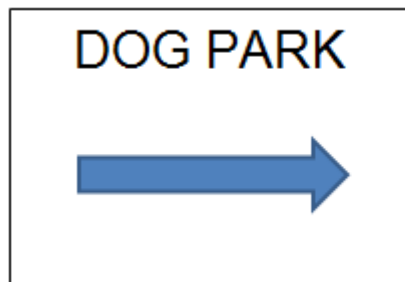
Currently, grass is cut by municipal staff and a contractor



Partner Funding and Resources

- **Some financial donations and support already accounted for**
 - **Donations from residents, Auburn Lions Club, OPSEU Local 121 and Huron Bay Farm Supply**
 - **Commitment by Central Huron and ACW to assist with costs of installing the posts**
 - **Fencing to be done by volunteers or through donations**
- **Request to Auburn Horticulture Society to donate native trees and shrubs from Maitland Valley**
 - **With regard for the drain and septic system**
- **In-kind resources include:**
 - **Labour to help install the fence or sign**
 - **Empty garbage can on regular basis**
 - **Plant trees and shrubs around the site**

Signage



Request of North Huron

- Assist Central Huron and ACW in the costs of installing the cedar posts in the dog park
 - Proportional to the existing agreements for sharing of costs at the municipal area

Status Update as of September 30

- Central Huron recommending adoption of proposal (pending agreement of final design and quote from fencing companies) – **mid-October**
- Final design location chosen – **Beginning of October**
- Adopt-A-Post Fundraiser on-going to final construction
- Installation of posts – end of October
- Fencing, gates and signs installed – End of November

Commitment from Me

- There is no formal “committee” in Auburn – only a group of residents interested in seeing park completed
 - Most communication through Facebook Community Events page
- Each dog park location is different, so exact comparisons or duplicated plans not possible; Depends on:
 - Owner of the land
 - Surrounding land uses – residential or park areas, lighting, accessibility
 - Maintenance such as grass cutting, drainage and garbage
 - Community groups and fundraising requirements and efforts
- Will share information with any one regarding quotes, Dog Park rules, signage, review of existing dogs parks, and fundraising ideas
 - Seaforth, Lucan and Goderich



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Richard AI, Manager of Employee and Business Services/Deputy Clerk
DATE: 17/10/2016
SUBJECT: Bill 181 Municipal Election Modernization Act
ATTACHMENTS: None

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Bill 181, *Municipal Elections Modernization Act, 2016*, for information purposes;

AND FURTHER THAT Council maintain the existing first-past-the-post voting model for the 2018 Municipal Election.

EXECUTIVE SUMMARY

The Ministry of Municipal Affairs and Housing reviews the *Municipal Elections Act, 1996* after each election to determine if it meets the needs of Ontario communities. The latest review of the *Municipal Elections Act, 1996* has resulted in significant changes in the form of the *Municipal Elections Modernization Act, 2016* or Bill 181.

DISCUSSION

The *Municipal Elections Act, 1996* regulates the conduct of municipal and school board elections in Ontario. As a result of Bill 181, *The Municipal Elections Modernization Act, 2016*; various changes to election procedures and timelines must be observed for the upcoming municipal election in 2018. An overview of some of these changes will be discussed.

Ranked ballots

For the 2018 election, municipalities are authorized to use the ranked ballot election model. Ranked ballots allow voters to rank candidates by order of preference, votes are distributed to candidates based on the rankings on the ballots and counting of the votes is carried out in rounds in which at least one candidate will be elected or eliminated in each round.

The use of ranked ballots is perhaps the most discussed change related to Bill 181 and as such many municipalities have already considered the option to use ranked ballots and chosen to maintain the existing first-past-the-post voting model.

There are a number of reasons for this stance, principally the use of ranked ballots is new and the framework is not yet finalized nor has it been tested by any other municipality in Ontario at this point. Financial impacts must be considered including increased costs associated with the requirement for public consultation and education as well as staff time to administer a ranked ballot election. The lack of election equipment that has been tested with the use of ranked ballots is again another variable which could potentially increase the cost of operating a ranked ballot election.

Election calendar and timelines

A number of key dates have changed as listed in the following table

Item	Old Date	New Date
Establishment of forms, policies and procedures for voting, vote counting equipment and alternative voting methods	June 1	January 1
Authorization of a ballot question	June 1	March 1
Opening of nomination period	January 1	May 1
Close of nomination period	Second Friday in September	Fourth Friday in July
Establishment of voting subdivisions	Ministers' letter	March 31
Authorization of alternative voting methods	June 1	May 1
Availability of the voters' list	First Tuesday in September	September 1
Compilation of interim list of changes to the voters' list	10 days following nomination day	Starts September 15 and ends September 25
Authorization of a recount policy	New under Bill 181	May 1
Authorization of a use of corporate resource	New under Bill 181	May 1
Report of candidates in default	New under Bill 181	May 1

Changes to the duties of the Clerk

Bill 181 provides greater administrative discretion and independence to the Clerk as some election related items previously requiring Council approval are now entirely under the Clerk's scope of responsibilities. These items include

- The establishment of advance voting dates, locations and hours;
- The establishment of reduced voting hours for voting places and long-term care facilities;
- The management of the voters' list, including the removal of deceased persons, additions to new electors and amendments to existing electors, as well as, the method by which additions, amendments and deletions are completed.

Election advertising

Candidates will be required to include specific information on their election advertising in order to make it clear who is responsible for the message provided, this applies to all advertising regardless of format or method.

Candidates, or those advertising on their behalf, will need to provide broadcasters and publishers with the name of the candidate, name of the individual or organization taking out the advertisement, and address and telephone number of the individual interacting with the broadcaster or publisher on behalf of the candidate. The broadcaster or publisher must then keep this information along with a copy of the ad and invoice for two years. During the two year period the information must be available to the public for inspection.

Elections accessibility plan and post-election reporting

Prior to voting day, the Clerk is required to prepare an Elections Accessibility Plan and make it available to the public.

In addition, within 90 days following the election the Clerk is required to prepare and make available to the public, a report on the identification, removal and prevention of barriers that affect electors and candidates with disabilities.

Third party involvement in elections

Bill 181 introduces a framework for the registration and financial filing of third party advertisers. There are significant regulations and requirements surrounding third party advertising some examples include; third party advertisers must register with the municipality where they want to advertise, third party advertising must be done independently of the candidates, third party advertisers will have spending limits and most campaign finance rules that apply to candidates also apply to third party advertisers.

Financial statement filing and reporting

The Clerk must now review and report on campaign contributions made to candidates and third party contributors. These reports will be referred to the Compliance Audit Committee to determine if any further action is required.

The Clerk must also prepare and make available to the public a report identifying any candidates or third parties who have failed to comply with the requirement to file a financial statement. Fees apply to candidates failing to meet the prescribed filing deadlines.

Recount policies

In addition to the standard recount circumstances, those being

- Where the counting of ballots resulted in a tie vote;
- Where a municipality, local board or Minister of Municipal Affairs and Housing has passed a resolution to order a recount; or
- Where an electors' request for a recount has been granted by the Superior Court of Justice.

The Clerk now has the authority to adopt a policy by May 1st of the election year to define additional circumstances under which a recount would be conducted. The Clerk has the authority to hold a recount in accordance with the new recount policy.

Candidate endorsements

All candidates wishing to run in a municipal election must now be endorsed by at least 25 eligible electors.

FINANCIAL IMPACT

Although an exact dollar amount cannot be determined at this point, the additional cost required to operate a ranked ballot election has been examined by other municipalities and is estimated to add significant costs to the operation of a municipal election.

FUTURE CONSIDERATIONS

North Huron utilized the vote by mail voting method for the 2014 election, a further report will be brought forward to provide an overview of alternative voting methods for Council's consideration.

RELATIONSHIP TO STRATEGIC PLAN

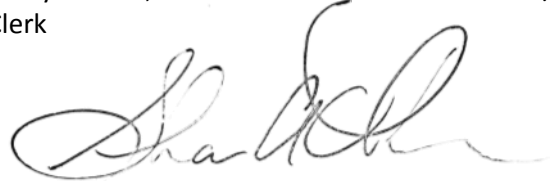
Goal #2 – Our residents are engaged and well informed

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



Richard Al, Manager of Employee and
Business Services / Deputy Clerk

Kathy Adams, Director of Corporate Services /
Clerk



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Richard AI, Manager of Employee and Business Services/Deputy Clerk
DATE: 17/10/2016
SUBJECT: Election 2018 – Alternative Voting Methods
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the Manager of Employee and Business Services/Deputy Clerk's report regarding Alternative Voting Methods for the 2018 Election for information purposes;

AND FURTHER THAT Council authorize the use of internet and telephone based voting for the 2018 Election;

AND FURTHER THAT Council authorize staff to participate in a County-wide elections working group to establish policies and procedures, and investigate potential group pricing for internet and telephone based voting in conjunction with staff representatives from other Huron County municipalities.

EXECUTIVE SUMMARY

Statistics indicate that internet and telephone based voting is a rapidly growing alternative voting method for Municipal and School Board Elections. In 2014, the Township of North Huron opted to utilize the vote by mail alternative voting method with great success, garnering a 54.35% voter turnout. In 2018, utilizing internet and telephone based voting could continue the trend of engaging North Huron electorate while increasing efficiency of the election process.

DISCUSSION

Moving from paper ballots to the vote by mail alternative voting method in 2014 was a significant step for the Township of North Huron. Prior to the 2014 Election, Council was presented with options to maintain the historical paper ballot voting method, switch to the vote by mail alternative voting method or opt to utilize internet and telephone voting. Internet and telephone voting was still somewhat new at that time but much has changed since then.

Increasing utilization

The use of internet and telephone voting by municipalities has increased drastically from 44 municipalities using the method in 2010 to 97 municipalities in 2014. In 2014 it was reported that over 1.8 million voters cast their votes using an internet or telephone based method, this upward trend is expected to continue in 2018 as adoption increases. It is important to note that although a significant number of voters utilized internet and telephone voting in 2014, reliability was a non-issue with no reported delays, system failures or security issues.

Security and Integrity

The security and integrity of the voting process is a concern shared by Council, staff and the electorate. The Clerk is responsible for the conduct of the election and ultimately must ensure that privacy and security is maintained throughout the process. Paper ballots cast at a poll as well as vote by mail ballots are both manual processes that require significant human intervention and in turn increase the potential for human error. Internet and telephone voting reduces the amount of human intervention required so in essence one could consider the security and integrity of the voting process to be increased when using this method. In addition, the following points detail some of the technology in use by various providers to ensure the security and reliability of their internet voting systems

- Voters who bypass authentication or have already voted are denied access to the ballot
- One-vote-per-voter is guaranteed even if a voter submits multiple votes from different devices simultaneously
- Ballots are rigorously checked for validity before being accepted
- Communications between the voter's computer and the voting website is encrypted
- Voting website servers undergo daily PCI compliance testing
- Voting website systems are tested by security firm penetration testing audits
- Various layers of security are in place to eliminate any potential denial of service (DoS) attacks

Spoiled ballots

The 2014 Post-Election Report to Council noted that 20 spoiled ballots were received in 2014. Ballots are considered spoiled for a number of reasons such as an elector forgetting to sign the declaration form. Due to the nature of the system verifications and checks in place, internet and telephone voting eliminates the potential for spoiled ballots as voters are unable to submit a vote that is not completed correctly.

Accessibility

Accessibility is an important topic that must be incorporated in all areas of municipal operations including elections. When considering the historical paper ballot voting method selected voting locations may require special considerations to address any potential accessibility concerns. Likewise, the vote by mail voting method can present challenges to accessibility, for example vote by mail ballots are not typically sent including braille and so an individual with vision loss may require assistance from a proxy such as family, friends or authorized municipal staff to help them complete their ballot. Internet and telephone based voting provides resolutions to these challenges by offering accessible ballots which have passed WCAG Level 2 requirements and are fully supported by screen readers for those with vision loss. Additionally, individuals with reduced mobility are able to cast their vote from anywhere, eliminating the need for them to attend a polling location.

Device support and optimization

Personal computers are no longer the only method to access the internet and in fact usage of mobile devices surpassed that of desktop devices in 2014. In today's world it is expected that access to information and services will be available and optimized for smartphones, tablets and other devices with varying input mechanisms and screen sizes. Internet voting providers recognize this requirement and have optimized their voting websites to address this growing segment. By

supporting a vast range of devices, the electorate have options. An individual may choose to cast their vote by using their desktop computer in the comfort of their home or by their iPhone while enjoying a cup of coffee at a local establishment.

Cost

In 2014 the cost to operate a vote by mail election was \$18,302.39. It is expected that a vote by mail election with a similar electorate will cost more to operate in 2018 due largely in part to increased postage costs. After discussions with staff from Huron County municipalities who conducted an internet and telephone based election in 2014, it is unlikely that there will be a cost savings to utilizing internet and telephone voting versus vote by mail. Staff have received some rough preliminary pricing which would support this statement as well. That being said, the staff time requirement to operate a vote by mail election was significant and not accounted for in the \$18,302.39 cost previously mentioned. Staff representing the Huron County municipalities who utilized internet and telephone voting in 2014 have indicated that the staff time requirement is substantially less than other voting methods which would equate to cost savings through efficiency. Representatives from each Huron County municipality have met to begin discussions on the 2018 Election. If Council authorizes staff to proceed with the internet and telephone alternative voting method staff could continue to work with representatives from the other Huron County municipalities to establish procedures, consider a shared Compliance Audit Committee and endeavour for the most economical price available by investigating group purchasing options for internet and telephone election services.

Voter turnout

The Township of North Huron achieved an impressive 54.35% voter turnout in 2014. There are many factors that play a part in voter turnout for example a race for position such as Head of Council or public interest in current issues/initiatives. Staff from other Huron County municipalities who utilized internet and telephone voting in 2014 indicated that although they did not see an increase in voter turnout, some noted that did not have a race for Head of Council and attributed some of the voter turnout to that reason. Other municipalities outside of Huron County have indicated that voter turnout increased slightly by switching to internet and telephone voting so it is difficult to gauge whether the voting method has a significant effect on the voter turnout or if public interest at election time is the primary factor. In either instance internet and telephone voting, while particularly appealing to younger voters, has a proven track record in terms of ease of use for eligible voters of all ages.

Choice and convenience

Choice refers to being able to vote anytime or anywhere that is convenient, for example the parents of young children do not need to hire a babysitter to allow them to vote, they can do so in the evening when they are able. Choice also refers to devices, as previously mentioned an individual can cast their vote on any one of a number of supported devices from anywhere at any time during the voting period.

Benefits to candidates

Conducting an internet and telephone based election offers benefits to candidates which warrant discussion. Although each internet and telephone voting platform differs slightly, many offer candidates with the ability to log into the system using a special candidate account. When logged

into the candidate account, the individual has the ability to gather real time voter turnout statistics which can allow adjustments in a candidate's campaign efforts.

FINANCIAL IMPACT

The total cost to operate a vote by mail election in 2014 (not including staff time) was calculated to be \$18,302.39 and it is estimated that number will increase for the 2018 election due to increased postage costs. Although the cost to operate an internet and telephone based election in North Huron has not been fully determined, based on conversations with other municipal staff and through a preliminary pricing estimate, the cost appears to be comparable to that associated with operating a vote by mail election.

FUTURE CONSIDERATIONS

Some Huron County municipalities used internet and telephone voting for the 2014 Election and it is possible that more may consider the option for the 2018 Election. Should Council decide to utilize internet and telephone voting for the 2018 Election in North Huron, a Huron County Elections Working Group has been formed to share knowledge, policies and procedures as well as investigate group buying options for election services. This group will be a tremendous resource and will continue to promote the ideal of sharing services while increasing consistency among Huron County municipalities.

RELATIONSHIP TO STRATEGIC PLAN

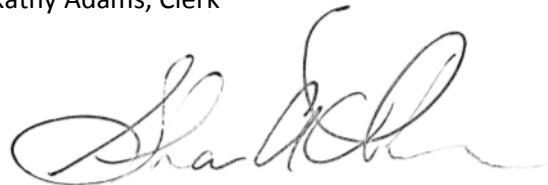
Goal #2 – Our residents are engaged and well informed

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



Richard Al, Manager of Employee and
Business Services/Deputy Clerk

Kathy Adams, Clerk



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Donna White
DATE: 17/10/2016
SUBJECT: 2017 Insurance Renewal
ATTACHMENTS: N/A

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby authorizes the Director of Finance to obtain a Municipal Insurance Renewal Proposal with BFL Canada for coverage for 2017.

EXECUTIVE SUMMARY

The Township undertook a full RFP process in 2011 with an effective date of January 1, 2012 and 2016 completes a five year term. It was originally planned to undertake a RFP process for insurance coverage in 2016 with an effective date of January 1, 2017.

DISCUSSION

Due to the implementation of the Shared Services Project, it was intended to issue a Joint Insurance RFP with Morris-Turnberry. However due to the ongoing nature of the project, it has become apparent that it would be beneficial to wait for another year until further details are worked out. The details of the renewal proposal will be compiled in a report and brought forward to council.

FINANCIAL IMPACT

The total cost the insurance premium will be included in the 2017 budget.

FUTURE CONSIDERATIONS

It would be beneficial to work with Morris-Turnberry in 2017 on the issuance of a Joint Insurance RFP with an effective date of January 1, 2018.

RELATIONSHIP TO STRATEGIC PLAN

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

Donna White, Treasurer

Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 19/09/2016
SUBJECT: Shared Service Public Works Policies
ATTACHMENTS: Shared Service Reports
On-Call and Call-In Policy
Hours of Work, Banked Time and Overtime Policy

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Shared Service Public Works Policies.

AND THAT the Council of the Township of North Huron hereby adopt the attached On-Call and Call-In Policy and the Hours of Work, Banked Time and Overtime Policy.

EXECUTIVE SUMMARY

Public Works requires business continuity at times after regular working hours. Each municipality in Shared Service has its own arrangements for after-hours support, including carrying a pager or receiving a staff-to-staff call to their work phone or in some cases at home. The current arrangements for remuneration vary as well. Establishing this policy will align both municipalities with respect to roles, responsibilities and remuneration. With shared service, the cost to maintain 24hr response will be split across organizations, and will be applied according to the Shared Service agreement split.

Additionally, there is a need to clarify working hours, banking time and overtime eligibility to integrate with the Call-In component of the On-Call and Call-In policy and to distinguish between the framework for regular work, planned after-hours work and unplanned after-hours work.

DISCUSSION

Rationale for the proposed policy revisions is in the attached Shared Service reports.

FINANCIAL IMPACT

The direct financial impact known at this time will be the administrative cost for maintaining On-Call support. With the Shared Service split, North Huron will pay approximately \$5,060 annually under the new policy, compared to the \$3,000 paid annually under the current policy. The reason for the increased cost is to bring pay to the common market value for on-call pay.

The direct financial impact unknown at this time is the cost for Call-In pay. The old policy had 2hr minimum at 1.5 times the employee's rate of pay (equivalent 3hrs). The policy maintains a 3hr minimum with overtime policy following that. Any call-in will be charged to the appropriate cost centre aligning with the nature of the requirement for that particular call-in.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

The attached policy revisions are some of the first policy updates for Shared Service. There will be more policy updates required to align both Morris-Turnberry and North Huron operations in the future. These policies align with the Strategic Plan for Shared Service, as well as the Strategic Plan in Goal 4 – that administration is fiscally responsible and strives for operational excellence.



Jeff Molenhuis, Director of Public Works

Sharon Chambers, CAO



REPORT TO: Shared Services Steering Committee
PREPARED BY: Jeff Molenhuis, Director of Public Works

DATE: September 8, 2016
SUBJECT: Shared Service On-Call and Call-In Policy

ATTACHMENTS: On-Call and Call-In Policy Document

RECOMMENDATION:

THAT the Steering Committee receive the report Shared Service On-Call and Call-In Policy;

AND THAT the Steering Committee recommend the Policy be adopted and put into immediate effect by the Councils of Morris-Turnberry and North Huron at their next Council meeting.

EXECUTIVE SUMMARY

The Pilot Project Shared Service Public Works requires business continuity at times after regular working hours. Each municipality has its own arrangements for after-hours support, including carrying a pager or receiving a staff-to-staff call to their work phone or in some cases at home. The current arrangements for remuneration vary as well. Establishing this policy will align both municipalities with respect to roles, responsibilities and remuneration. With shared service, the cost to maintain 24hr response will be split across organizations, and will be applied according to the Shared Service agreement split.

DISCUSSION

The development of the policy addresses an after-hours need for Shared Service to maintain business continuity, as well align the roles, responsibilities and remuneration for all staff participating in the program. The policy has the following key definitions:

- 1) On-Call Supervisor: designated staff person who must carry a communication device and be accessible and ready to work if called. This person must also act in a supervisory position, and will be called upon to use judgement and make decisions.
- 2) Call-In: when an employee or the On-Call Supervisor is called in to a work location outside of regular work hours to respond to an emergency or support a necessary service request.

The policy establishes the supervisory duty for being on-call, defines the hours, pay, roles and responsibilities and compliance requirements. The policy was developed with consideration to the existing on-call or pager related policies of each municipality. Other municipality policies in Huron County, Bruce County and Perth County were researched to support this policy development. The details of this policy are in line with that of other established on-call policies researched.

FINANCIAL IMPACT

The pay rate is \$1.35 per hour outside regular work hours. This results in \$21.60 per regular work weekday and \$32.40 per weekend day or holiday. The annual cost will be \$9,200 in total. The On-Call cost will be split according to Shared Service arrangement, being 55/45 split for North Huron and Morris-Turnberry respectively, resulting in the following administrative costs:

Municipality	Proposed On-Call Policy Cost	Current On-Call Policy Cost
North Huron	\$5,060	\$3,000
Morris-Turnberry	\$4,140	\$11,500

North Huron’s On-Call pay is understood to be \$50 per week, whereas Morris-Turnberry Pager Pay is approximately \$215 per week. Comparatively, other municipalities were in the range of \$125-\$175 per week for On-Call/Pager pay.

Call-In remuneration will also be revised. The new policy would remunerate staff for a minimum 3-hour call-in. Morris-Turnberry staff, under their policy, had a minimum 4-hour call-in at regular pay. North Huron staff, under their policy, had a minimum 2-hour call-in at 1.5 times regular pay. Call-Ins will be allocated to the job that staff are called in to address, and therefore will be charged directly to the municipality for which the call is necessary. In the event that it is an administrative related Call-In, the time will be allocated according to the Shared Service split.



Jeff Molenhuis, Director of Public Works



REPORT TO: Shared Services Steering Committee
PREPARED BY: Jeff Molenhuis, Director of Public Works

DATE: September 8, 2016
SUBJECT: **Updated Overtime Policy**

ATTACHMENTS: **Hours of Work, Banked Time and Overtime Policy Document**

RECOMMENDATION:

THAT the Steering Committee receive the report Updated Shared Service Overtime Policy;

AND THAT the Steering Committee recommend the Hours of Work, Banked Time and Overtime Policy be adopted and put into immediate effect by the Councils of Morris-Turnberry and North Huron.

EXECUTIVE SUMMARY

The Shared Service Policy for Overtime was implemented on May 1, 2016. Since that time, it has become apparent that a more comprehensive policy was necessary to clarify hours of work, banked time and overtime eligibility to give staff from both organizations equal expectation for reporting of working hours. Additionally, with the development of the On-Call and Call-In policy, a more comprehensive policy document was necessary to distinguish between the framework for regular work, planned after-hours work and unplanned after-hours work.

FINANCIAL IMPACT

No financial impacts anticipated at this time.

Jeff Molenhuis, Director of Public Works

Shared Service Policy	 	Version: V1
Public Works		
Policy No: PWSS02		MT Council:
Page 1 of 5		NH Council:

On-Call and Call-In Policy

POLICY STATEMENT	The Township of North Huron and Municipality of Morris-Turnberry recognize that due to the requirement, at times, to provide 24/7 service and be responsive to time sensitive demands or emergency situations beyond regularly scheduled work hours in Public Works, employees and management may be required to be on-call or be called in to work. This policy does not apply for Call-In related to winter control response.
PURPOSE	The purpose of this policy is to ensure accurate and authorized payments for on-call and/or Call-In for employees and management. This policy defines on-call duties and Call-In procedures, eligibility, guarantees and response times. It confirms the remuneration practice for all employees who work on an on-call or Call-In basis, as well as outlines penalties for not adhering to the policy.
SCOPE	This policy applies to all permanent, temporary or contract full-time employees working within Public Works Shared Service in the Township of North Huron and Municipality of Morris-Turnberry, throughout the geographical areas of both municipalities.
DEFINITIONS	<p><u>Management</u></p> <p>The management team in the Public Works Shared Service, for the purpose of this policy, consists of the following: Director of Public Works, Manager of Operations, Operations Supervisor, Public Works Administrative Assistant, Foremen or Lead Hand.</p> <p><u>Employees</u></p> <p>Employees consist of Operators and students as necessary.</p> <p><u>On-call Supervisor (OCS)</u></p> <p>The member of Management or an Employee who is the scheduled on-call person. Acting in this role gives the individual the authority to make decisions, as well as the duty to act in relation to Public Works activities outside of the regular work hours.</p> <p>A member of the management team or an employee is considered to be the OCS when they are scheduled by the Management team for that particular time period as the OCS.</p> <p><u>Call-In</u></p> <p>A Call-In occurs when employee(s) are called to their workplace or are required to respond to a work location outside of their regular work hours.</p>

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	<p>This does not apply to Call-In related to winter control response. The OCS is required to use judgement as to what is a satisfactory response, and whether Call-In of themselves or additional Employees is necessary to resolve the situation. A primary Call-In is when the OCS is required to attend a work location. A secondary Call-In is when the OCS must contact other staff members to support the primary Call-In.</p> <p><u>On-Call Log</u></p> <p>An on-call log is included in the duty binder for the OCS to fill out as part of their duties. The log is to be completed for each OCS shift, and must include:</p> <ul style="list-style-type: none"> • All communication received to the communication device; • Nature of the communication received; • Actions performed by the OCS to respond; • Actions performed by the OCS to resolve the issue; • Staff response with respect to Call-In, if any; and • Time for the OCS or Call-In staff to resolve the issue. <p>The on-call log will be audited by the Foremen, Operations Supervisor, Manager of Operations or Director of Public Works at their discretion.</p>
TERMS AND CONDITIONS	<p><u>On-Call</u></p> <p>Duties: The duties of the OCS are as follows:</p> <ul style="list-style-type: none"> • They are required to carry and respond to a communication device (such as a cell phone or pager) particularly in addition to his or her regular work schedule; • They are required to respond to emergency or request situations based on a 24 hour/7 day week rotational system; • They are required to be available to resolve work related problems via another means (such as telephone, computer or fax) outside of his or her regular work schedule; and • They are required to respond to the on-call communication device within twenty (20) minutes of receiving a call; and • They are required to be available to report to a work location within forty-five (45) minutes of notification, outside of his or her regular work schedule. <p>The OCS is required to act with judgement to determine the level of response necessary. The expectation is that in limited circumstances, a</p>

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secondary Call-In will be required. It is at the discretion of the OCS. Further, the OCS must ensure judgement and decision making so that every call does not result in a Call-In. The OCS will act with judgment to direct the caller to regular business hours or determine the necessary course of action to resolve the issue.

The OCS must mark their timesheet by providing a mark in the box for the day they were acting on-call. The change of OCS duty will occur during the regular work day at some point during the regular the work week. The personnel being relieved of OCS duty will mark that day as an on-call day. The OCS may transfer their duty daily or semi-daily through-out their scheduled timeframe, or may exchange the timeframe of their duty with another OCS employee, at their discretion. It is the responsibility of the scheduled OCS to inform the Manager overseeing the schedule, ensure the schedule is updated and ensure the on-call communication device is documented to knowingly be in the possession of the person acting as OCS.

Eligibility: The duty is primarily for Management to organize and participate in an on-call rotational schedule. However, employees are also eligible for on-call duty at the approval of the Director of Public Works. Management and Employees are entitled to on-call pay provided they meet the above definitions and conditions. Management and Employees on-call must adhere to all North Huron and Morris-Turnberry organizational policies and procedures, as well as the Shared Service project policies and procedures. Management and Employees with on-call status are deemed to be the OCS, and therefore are deemed to have decision making authority and therefore must show judgement. Management and Employees acting as OCS may be eligible to take a work vehicle (truck) to their residence for use only in response to on-call or Call-In procedures. They cannot engage in any activity that would impair judgment or prohibit a response while on-call.

On-Call Pay: The following rate of pay structure is in place for Management or Employees performing in an OCS capacity:

- \$1.35 for every hour of on-call status outside of the regular hours of work, including weekdays (\$21.60/weekday, \$32.40/weekend day and holiday)

It is the primary duty of the OCS to respond or organize response to after-hours calls. If contact cannot be made with the OCS or if the OCS fails to perform the work required, *that individual is ineligible for on-call pay for the duration of the week of the failure to perform the on-call duty.*

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Call-In

Duties: The duties for Call-In staff are similar to their day to day duties in Public Works. The OCS will provide direction to the Call-In employees, and will be considered their supervisor for the duration of the Call-In. Employees have a maximum of ten (10) minutes to respond to the Call-In request from the OCS. In the event the request is not responded to in that time, the OCS will proceed to the next employee on the list to initiate Call-In request. The employee requested for Call-In must be able to attend the site within forty-five (45) minutes and must be a suitable state to work, without impaired judgement of any kind, otherwise the employee is ineligible for Call-In at that particular time.

Eligibility: All Management and Employees are eligible for secondary Call-In duty. They are considered to be on Call-In when they respond to a substantial work-related request from the OCS outside of their regular work schedule. It is important to note that the OCS is responsible for requesting and organizing the Call-In response. Management and Employees will not be considered Call-In if they have not been requested to attend a work site by the OCS or at the request of Management. Further, the OCS must show judgment on whether a primary or secondary Call-In is necessary. If a Call-In occurs where it may have been suitable to resolve over the phone or wait until regular business hours, at the discretion of the Manager, Call-In pay will not be provided.

A sign-up sheet is in place for management and employees to consent to participate in the Call-In policy and procedure. The list makes staff eligible for Call-In on a first-come first-served basis, and will be a rolling list of priority eligibility. In that sense, when a Call-In request results in the employee acting in a Call-In capacity, that employee will effectively be re-prioritized on the Call-In list as least priority. For periods where Call-In is not appropriately staffed, Management may assign Call-In duties to staff for a temporary period of time.

Call-In Pay: Pay in accordance with the Hours of Work, Banked Time and Overtime Policy under Shared Service. Time to and from the work location is considered eligible for payment. Minimum hours guarantee for Call-In outlined below. For situations where the Call-In employee is required to respond to additional after-hours incidents within the same Call-In day, the employee will not receive more than one (1) minimum guarantee, but will be remunerated in accordance with Hours of Work, Banked Time and Overtime Policy for Shared Service.

Guarantee: The Call-In guarantee for after-hours work where employee or management attendance at a work site is required is for a minimum three

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	(3) hours. Where multiple incidents requiring Call-In are reported in the same day, the employee or manager will only receive one (1) Call-In guarantee, and will be remunerated for the remainder of that day's time based on Hours of Work, Banked Time and Overtime Policy.
RESPONSIBILITIES	<p>The following positions are responsible for fulfilling the responsibilities detailed in this Policy as follows:</p> <ul style="list-style-type: none"> • The Management team will control the on-call scheduling and updates to the Call-In priority list; • All on-call or Call-In hours worked must be verified and authorized by the employee's immediate supervisor and documented accordingly through time-sheet submission; • The OCS will fill the on-call log; and • The Management team will audit the on-call log and communication device at various times throughout the year.
COMPLIANCE	<p>Failure to comply with this Policy and its associated Procedures as it relates to on-call duties will result in the Management or Employee with on-call or Call-In duties not being compensated, and may result in disciplinary action. If contact cannot be made with management or an employee who is on-call or if management or an employee who is on-call fails to perform the work required, <i>that individual is ineligible for on-call pay for the duration of the week of the failure to perform the on-call duty.</i> Documented record will be made for failure to perform on-call duties, and for continued non-compliance with the policy, escalated disciplinary action will be taken.</p>
RELATED DOCUMENTS	<p>The following related documents are referenced in this Policy:</p> <ol style="list-style-type: none"> 1. Employment Standards Act 2. Shared Service Hours of Work, Bank Time and Overtime Policy
HISTORY	<p>The policy was developed for the Shared Service project to align staff policy and procedure as it relates to on-call and Call-In duties. This policy supersedes the following:</p> <ol style="list-style-type: none"> 1. Morris-Turnberry Personnel Policy – Pager Pay 2. North Huron On-Call Policy

Shared Service Policy	 	
Public Works		
Policy No: PWSS02		
Form: On-Call Schedule and Sign-up Sheet		

2016			
Period Starting	On-Call Supervisor		Priority Call-In
2016-07-05			
2016-07-19			
2016-08-02			
2016-08-16			
2016-08-30			
2016-09-13			
2016-09-27			
2016-10-11			
2016-10-25			
2016-11-08			
2016-11-22			
2016-12-06			
2016-12-20			

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Hours of Work, Banked Time and Overtime

POLICY STATEMENT	The Township of North Huron and Municipality of Morris-Turnberry recognizes the importance of establishing regular work hours for Public Works Shared Service employees, as well as establishing what qualifies for overtime pay and banked time.
PURPOSE	The purpose of this policy is to establish work hours, and to ensure accurate reporting of time for employees and management. This policy outlines penalties for not adhering to the policy.
SCOPE	This policy applies to all permanent, temporary or contract full-time employees working within Public Works Shared Service in the Township of North Huron and Municipality of Morris-Turnberry.
DEFINITIONS	<p><u>Management</u></p> <p>The management team in Public Works Shared Service consists of the following: Director of Public Works, Manager of Operations and Operations Supervisor.</p> <p><u>Non-Management (Employees)</u></p> <p>Employees consist of the Foremen, Lead Hands, Operators and students, as necessary. It also includes the Public Works Administrative Assistant.</p> <p><u>Standard Operations Period</u></p> <p>The Standard Operations period is the time between Winter Control and Winter Operations activities. This period is approximated to begin on April 16th and end on October 31st yearly.</p> <p><u>Winter Period</u></p> <p>The Winter Period signifies the start of Winter Operations and Winter Control. This period is approximated to begin on November 1st and end on April 15th yearly. This period signifies the timing for alternate work schedules based on the need for winter storm event response.</p> <p><u>Overtime</u></p> <p>Overtime is defined as working time over 44 hours within one work week. Only hours actually worked count towards any extra time or overtime. Vacation, sick days, public holidays, paid in lieu days taken, unpaid travel time etc. do not count as hours worked.</p>

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	<p><u>Banked Time</u></p> <p>Banked time refers to hours worked over contracted hours but instead of being paid these hours at the time accrued, can be stored and taken as leave time in the future as agreed upon by management and the individual staff.</p>
TERMS AND CONDITIONS	<p><u>Standard Operations Regular Hours of Work:</u></p> <p>Standard Office Hours for Public Works Administration is 8:30 AM to 4:30 PM from Monday to Friday. Core hours for Public Works Operations is between 6:30 AM to 5:00 PM from Monday to Friday. The 5-day/8 hour Operations schedule may be planned anytime between the core hours, at the discretion of Management.</p> <p><u>Breaks and Lunch</u></p> <p>Employees are entitled to one (1) - 30 minute break for lunch and two (2) – 15 minute breaks throughout the work day. The 15 minute breaks are not be used to extend the lunch hour, or permit the Employee to come in late or leave early from the regular work schedule.</p> <p><u>Winter Period Hours of Work</u></p> <p>During Winter Operations, the hours of work may be required to adjust to respond to storm events and comply with Minimum Maintenance Standards. Additionally, individual scheduling may change depending on the role the Employee may be required to fulfill (patrol/salting/removal) at any time. Public Works Management may adjust Winter Period Hours of Work at their discretion.</p> <p><u>Call-In</u></p> <p>Call-In time is remunerated first with the minimum guarantee of three (3) hours. Any Call-In time over the minimum guarantee within the same work day will be remunerated according to the overtime details per below.</p> <p><u>Overtime</u></p> <p>Employees: How an Employee is paid, either salary or hourly, does not affect the overtime rules. Employees get an overtime premium as follows:</p>

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- 1.5 times regular rate of pay for any approved hours worked in a week greater than 44.
- 1.5 times regular rate of pay for any approved hours worked on a Saturday or Sunday, regardless of the hours worked in the previous week. Hours worked on a Saturday or Sunday are not counted towards the regular weekly overtime threshold of 44.
- 2.0 times the regular rate of pay for any approved hours worked on a recognized public holiday, regardless of the hours worked in the previous week. Hours worked on a public holiday are not counted towards the regular weekly overtime threshold of 44.

Banked Time

Managers: Hours worked greater than a normal work week will be banked as paid time off in lieu, at straight time (hour for hour), up to an accumulation of 80 hours in a calendar year and can be taken as paid time off.

Employees: Hours worked greater than a normal week:

- up to 44 hours – can be banked as paid time off in lieu, at straight time, up to an accumulation of 80 hours in a calendar year and taken as paid time off or paid out with the next pay as decided by the staff member.
- greater than 44 hours – can be banked as paid time off in lieu, 1.5 times the regular time, up to an accumulation of 80 hours in a calendar year (in the same account as above) and taken as paid time off or paid out with the next pay as decided by the staff member.

Eligibility

Managers: Are eligible for Banked Hours only.

Employees: Are eligible for Banked Hours and Overtime.

Exemptions

Managers: Do not receive an overtime premium for any overtime hours worked in a week.

Employees:

- Hours worked on a Saturday or Sunday are not counted towards the regular weekly overtime threshold of 44 hours.

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	<ul style="list-style-type: none"> Hours worked on a public holiday are not counted towards the regular weekly overtime threshold of 44 hours.
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RESPONSIBILITIES	<p>Managers: Are responsible to:</p> <ul style="list-style-type: none"> Review requests and approve or deny them for extra hours and banked hours in/out in advance. Review timesheets and approve or deny time submitted to ensure compliance with the approved request. <p>Employees: Are responsible for:</p> <ul style="list-style-type: none"> All extra hours worked greater than their normal work week to be approved in advance by their manager. Paid time off in lieu to be approved in advance by their supervisor. Input the information into their timesheet for appropriate accounting and tracking of the time used.
COMPLIANCE	<ul style="list-style-type: none"> All extra hours worked greater than 40 hours must be approved in advance by the individual employee's manager. Accumulated banked hours greater than 80 hours in a calendar year cannot be banked or paid out unless approved in extraordinary circumstances by the CAO or Administrator Clerk – Treasurer. Any paid time off in lieu outstanding at December 31 each year will not be paid out but can be carried over to the next year with the approval of the CAO. Any paid time off in lieu outstanding at termination for any reason will not be paid out.
RELATED DOCUMENTS	<p>The following related documents are referenced in this Policy:</p> <ol style="list-style-type: none"> Employment Standards Act Shared Service On-Call and Call-In Policy
HISTORY	<p>The policy was developed for the Shared Service project to align staff policy and procedure as it relates to hours of work, banked time and overtime. This policy supersedes the following:</p> <ol style="list-style-type: none"> Shared Service OT Policy

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TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 03/10/2016
SUBJECT: Clean Water and Wastewater Fund Application Endorsement
ATTACHMENTS: NONE

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Clean Water and Wastewater Fund Application Endorsement Application Endorsement for information;

AND THAT the Council of the Township of North Huron hereby endorse the projects included in the application as Master Water and Wastewater Servicing Plans and Detailed Design of the Wingham Standpipe project.

EXECUTIVE SUMMARY

In mid-September, the Governments of Canada and Ontario announced the intake period for a new funding program called the Clean Water and Wastewater Fund (CWWF) for water, wastewater and stormwater projects. Total available funding is \$840 million from federal and provincial governments, with a proposed split of 50-25-25 from federal, provincial and municipal sources respectively. Projects are required to be completed prior to March 2018. The fund may be eligible to be supplemented by OCIF recipient funds.

Funding allocation is based on a formula system related to proportion of water, wastewater and stormwater infrastructure and local economic conditions. The intake period is intended to capture project information and provide for a short review and approval process. North Huron's eligibility is a maximum federal allocation of \$380,848 and a maximum provincial allocation of \$190,424. The application deadline is October 31, 2016.

The proposed projects are Master Water and Wastewater Servicing Plans for the Wingham and Blyth systems. The Master Plans will incorporate a major infrastructure condition review and short term and long term planning for replacement of major components.(Needs Study) Staff recommend also putting forward the Wingham Standpipe detailed design on the application form as we expect the conclusion of the EA in 2017 to recommend some form of detailed design for whatever the preferred alternative might be. The total funding applied for is:

Federal Contribution: \$160,000
Provincial Contribution: \$80,000
Municipal Contribution: \$80,000
TOTAL: \$320,000

DISCUSSION

As noted, staff are recommending the following two projects:

Master Water and Wastewater Servicing Plans for Wingham and Blyth (\$120,000)

Detailed Design of the Wingham Standpipe (\$200,000)

The project identified for the application is a good candidate to meet the assessment criteria for eligibility, which is focused on:

- Rehabilitation projects;
- New construction projects;
- Optimization initiatives; and
- Planning and design work.

The objectives of the CWWF is to fund community capital projects that address immediate drinking water, wastewater and stormwater needs fostering economic growth and supporting a cleaner and healthier environment for communities.

The objectives of the CWWF are to:

- Improve reliability of drinking water, wastewater and stormwater systems and meet legislated standards and guidelines;
- Rehabilitate and modernize Ontario's aging infrastructure; and
- Accelerate short-term community infrastructure investments across Ontario

FINANCIAL IMPACT

The total estimated project costs are \$320,000. The breakdown of contribution is as noted:

Federal Contribution: \$160,000

Provincial Contribution: \$80,000

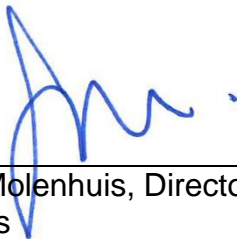
Municipal Contribution: \$80,000

FUTURE CONSIDERATIONS

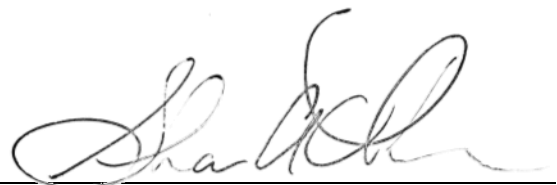
No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 17/10/2016
SUBJECT: Blyth Tim Hortons Development Watermain Extension Agreement
ATTACHMENTS: Watermain Extension Agreement

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Blyth Tim Hortons Watermain Extension Agreement for information;

AND THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2336438 Ontario Ltd. be brought forward for Council consideration, subject to the Owner providing satisfactory securities and insurance information.

EXECUTIVE SUMMARY

Tim Hortons requires a watermain replacement from Gypsy Lane to replace their existing municipal water service for domestic purposes. The watermain work is at the sole cost of the developer due to the nature of the existing service being replaced. The details of the agreement, including insurance and security, have been reviewed by Staff, the developer and a third party engineer.

DISCUSSION

The purpose of this Agreement is to clearly outline the current standards, obligations and responsibilities of the Developer and the Township for the construction of the watermain. The agreement also outlines milestones in the process to ensure the work is satisfactory and provide for release of securities. The Developer agrees to construct the works in accordance with the terms of Agreement, including completion of the work to a standard suitable to the Township.

The following was provided to the Township at the time of the deadline for the council agenda, but a few minor detail issues were being worked through at deadline time:

- Deposit of the Securities; and
- Certificate of Insurance.

The design drawings for the extension were reviewed by Township staff, third party consultants and the Township's water operations contractor, and were found to conform to relevant design standards. County consent is needed to allow for installation of the works within their right of way. The recommendation is for Council to execute the agreement, subject to satisfactory delivery of the appropriate security and insurance information.

FINANCIAL IMPACT

The total estimated project cost for the Developer at the time of this report would be in the order of \$20,000. Staff have been working with the Developer's agent to refine the estimated figures for the purpose of security.

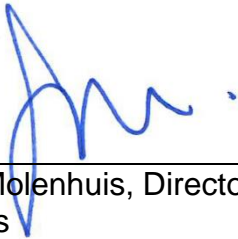
As noted, this portion of the extension is at sole cost of the developer due to the nature of replacement.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.



Jeff Molenhuis, Director of Public Works



Sharon Chambers, CAO

CORPORATION OF THE TOWNSHIP OF NORTH HURON

DEVELOPMENT AGREEMENT

between

2336438 Ontario Inc.

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Dated October _____, 2016

The Corporation of the Township of North Huron
274 Josephine St., Box 90
Wingham, ON N0G 2W0

THIS AGREEMENT made in triplicate on the _____ day of October, 2016 A.D.

BETWEEN:

2336438 Ontario Inc.

hereinafter called the “Developer” of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

hereinafter called the “Municipality” of the SECOND PART

WHEREAS the Developer is the owner of land adjacent to the Township of North Huron more particularly described in Schedule “A” hereto (the “Lands”) and proposes to develop said Lands.

AND WHEREAS the Developer wishes to obtain potable water for his development from the Municipality

AND WHEREAS the Developer agrees to construct an extension to the municipal water system to provide water service for development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 -- INSTALLATION OF MUNICIPAL SERVICES

1.1 General

The Developer shall design, construct and install at his own expense (subject to the cost-sharing provisions of Section 4.1) and in good workmanlike manner municipal services to the Servicing Standards of the Municipality for the watermain installation. Without limiting the generality of the foregoing, the Developer shall, or shall contract with and instruct its contractors, engineers or other professionals (as applicable) as follows:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To enter into and deliver the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County of Huron and the Ministry of the Environment, and others as required;

- (e) To provide the field layout and the full time supervision of municipal watermain construction;
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance;
- (g) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality's Engineer, for all Works specified in this Agreement;
- (h) To provide certification that the installation of the Works was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer, acting reasonably;
- (i) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the Works in accordance with this Agreement and good engineering practices.

1.2 Municipality's Legal and Engineering Costs

- (a) The Developer agrees to pay its share of the Municipality's cost of the Municipal Solicitor and of the Municipality's Engineer's invoices for the checking of plans and specifications and for supervision and inspection on behalf of the Municipality in accordance with Section 4.1 hereof.
- (b) The Developer shall be invoiced regularly by the Municipality for its share of all costs incurred by the Municipality with respect to this Agreement pursuant to Section 1.2 (a).
- (c) The Developer shall reimburse the Municipality for its share of all costs incurred by the Municipality as referred to in Section 1.2 (a) herein, within thirty (30) days of each billing.

1.3 Developer's Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality to complete any tasks required to be completed by the Developer's engineers pursuant to this Agreement, including without limitation the items identified in paragraphs 1.1(a), (b), (e), (f) and (h) above.

1.4 Works to be Installed

The Works to be installed are generally described as follows:

Installation of approximately 100m of 150 mm diameter watermain, connecting Gypsy Lane extending along Highway 25 (Blyth Road), terminating at approximately the existing Sanitary Manhole 4. A 50mm service will cross Blyth Road on the west side of the Highway 4 and Blyth Road intersection to service the Lands.

The Works are to be as indicated on Drawing C2 Titled "Site Servicing Plan", as prepared by CANTAM Group Ltd, subject to changes and modifications as may be permitted in accordance with the terms of this Agreement.

Watermain materials shall be in accordance with current Municipal and OPSD standards.

All watermain and appurtenances to be installed, bedded and backfilled in accordance with current Ontario Provincial Standard Specifications and to the satisfaction of the Municipality.

Minimum 1.8 metre depth of cover over all mains and services.

Main valves and hydrant sets shall, generally, be located at a maximum spacing of 200 metres and 165 metres, respectively.

At main intersections, a main valve shall be provided at each direction from the intersection, less one.

All watermain shall be tested, flushed, swabbed and disinfected. Such procedures shall be in accordance with OPSS 441 for pressure testing and the most recent version of AWWA C651 and the MOECC "Watermain Disinfection Procedure" for disinfection and connection to the waterworks system. The Developer shall inform the Municipal Engineer when the watermain is to be tested and disinfected. Bacteriological testing will be completed by the municipal operating authority. The Developer will be billed for any testing or retesting required. Any failure of the testing and disinfecting shall require the Developer to reflush, retest and/or re-disinfect the watermain until the watermain has met the requirements of the Ontario Provincial Standard Specifications and the MOECC, to the satisfaction of the Municipality. Minimum requirements for bacteriological testing are:

• Escherichia coli – not detectable

• Total coliforms – not detectable

All chemicals and materials used in the disinfecting of the drinking water system shall conform to the following standards:

• AWWA B300 for Hypochlorites

• AWWA B301 for Liquid Chlorine

• NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects

• NSF/ANSI 61, Drinking Water System Components – Health Effects.

1.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality’s Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

Any changes or modifications required to the design due to actual site conditions shall not be made without the approval of the Municipality (and, if require by the Municipality, the approval of the Municipality’s Engineer), which approval shall not unreasonably withheld.

1.6 Notification of Commencement

The Developer shall not commence the construction of any of the Works until the plan has been approved by the Municipality’s Engineer and the Developer has provided 72 hours written notice to the Municipality’s Engineer of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction for a period of greater than fourteen (14) days, the Developer shall provide 24 hours written notification to the Municipality’s Engineer before work is resumed.

1.7 Progress of Works

The Developer shall install all Works in a timely manner, in accordance with the requirements of this Agreement. If he fails to do so, having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Municipality, then upon the Municipality giving fourteen (14) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the said Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the Developer's share of the cost thereof (in accordance with Section 4.1) together with an engineering fee of ten percent (10%) of the Developer's share of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities.

1.8 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the development and shall pay the Developer's share (in accordance with Section 4.1) for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

1.9 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require television camera or soil tests to be carried out, and the Developer's share (in accordance with Section 4.1) of the cost of such tests shall be paid by the Developer within thirty (30) days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

1.10 Erosion and Silting Control

The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

1.11 Emergency Access

The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Municipality's Engineer.

1.12 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Works Superintendent shall notify the Developer in writing from time to time of the requirements of the Municipality.

SECTION 2 -- ACCEPTANCE OF WORKS

2.1 Preliminary Acceptance of the Works

The Municipality will grant Preliminary Acceptance of servicing upon completion of the installation of the Works, and upon completion of all testing and commissioning of the Works, which shall be completed by the Municipality forthwith upon receiving notice from the Developer that installation of the Works is complete.

2.2 Maintenance of Works

The Developer will be responsible for the repair and maintenance of all services and for its share of the costs thereof (in accordance with Section 4.1) until a Certificate of Final Acceptance is issued. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance of the Works (the "Maintenance Period"). During this Maintenance Period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Clause 4.2 (d) of this Agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the Developer's share of the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing, then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the Works shall be transferred to the Municipality once the watermains are commissioned. Any municipal costs associated with repair and maintenance of the water distribution system during the maintenance period shall be charged back to the Developer and the Developer shall pay its share of such amounts (in accordance with Section 4.1) to the Municipality within thirty (30) days of receiving the associated invoices.

2.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance towards the end of the Maintenance Period outlined in Section 2.2, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied all repairs or maintenance work on the applicable services have been completed.
- and the Municipality has:
- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
 - Received as-built drawings as detailed elsewhere in this Agreement.

2.4 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality for the purposes for which such Works were designed, being the delivery of water to the Developer's property.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.

- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used; provided, however, that the Municipality shall indemnify and hold the Developer harmless from any loss incurred by or claim against the Developer (including any loss or claim arising under this Agreement) resulting from the negligence of the Municipality or its agents in making use of the Works prior to acceptance by the Municipality.

2.5 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the Lands.

Notwithstanding the above, the Developer and Municipality agree on connection of the Works, the Municipality will become the operator of said Works. This will not relieve the Developer of any maintenance responsibilities under this Agreement.

2.6 Emergency Repairs

Employees or agents of the Municipality may enter onto the Lands at any time or from time to time prior to Final Acceptance of the Works for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 3 – ADMINISTRATION

3.1 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer in accordance with Section 4.1" and "as approved or accepted by the Municipality, acting reasonably", unless specifically stated otherwise.

3.2 Insurance

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk, acting reasonably. Such policy or policies shall be issued in the joint names of the Developer, the Municipality, the Municipality's Engineer and the County of Huron and the form and content shall be subject to the approval of the Municipality, acting reasonably. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts upon providing reasonably justification for such increase to the Developer in writing. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy or any replacement policy that the Developer may obtain (provided that there is no interruption in coverage) shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

3.3 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be effective three (3) business days following the deposit of such notice in the Post Office.

3.4 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

3.5 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

3.6 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement. Within eighteen (18) months of the date of commencement of the Works, the Developer shall complete the Works unless written consent altering this condition is received from the Municipality. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 1.7 of this Agreement.

3.7 No Municipal Engineer Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the Lands (each hereinafter in this clause called "such person"), any rights against the Municipality's Engineer with respect to the failure of the Municipality's Engineer to perform any obligations under this Agreement.

The only duty and responsibility of the Municipality's Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality's Engineer under this Agreement do not in any way create any liability on the part of the Municipality's Engineer to the Developer or any person acquiring any interest in the Lands.

3.8 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

3.9 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

3.10 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

SECTION 4 – FINANCIAL PROVISIONS

4.1 Cost Sharing

The Developer is completely and wholly responsible for the cost of the watermain installation in accordance with the standards and specifications as outlined in this Agreement.

4.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the services and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of construction, that being **\$20,000** and as approved by the Municipality's Engineer and Municipal Council, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of the work being **\$20,000** and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling 10%.
- (d) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:
"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

4.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 4.1 herein may be made upon commissioning of the works.

- (a) To obtain a reduction in security the Developer shall file with the Municipality's Engineer a written application.
- (b) The application shall include written confirmation from the Developer's Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of municipal watermain construction by the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.

- (d) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the Developer’s share of the estimate of the Works or ten thousand dollars (\$10,000.00).

SECTION 5 – SIGNATURES

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this day of October A.D. 2016.

2336438 Ontario Inc.
()
()
(Title: VP)
(I/We have authority to bind the Corporation)
()
(THE CORPORATION of THE TOWNSHIP OF)
(NORTH HURON)
()
()
(Mayor)
()
()
(Clerk)
(We have authority to bind the Corporation)

Developer’s Address: 1011 Bloor St E Oshawa Ont. L1H7K6
Developer’s Telephone: 416- 617-2050
Developer’s Facsimile: 905- 576-3296 -

Schedule “A”: The Lands

Roll Number	Address	P.I.N.	Legal Description	Owner
40 30 340 014 04400 0000	39977 Blyth Rd.	41322- 0038LT	PT LT 22 CON 14 HULLETT PT 1,22R1021	2336438 Ontario Inc.



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Jeff Molenhuis
DATE: 17/10/2016
SUBJECT: Cowbell Brewery Watermain Extension Agreement
ATTACHMENTS: Development Agreement with 2363769 Ontario Ltd.

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby receive the report Cowbell Brewery Watermain Extension Agreement for information;

AND THAT a By-law authorizing the Reeve and Clerk to enter into the Development Agreement between the Township and 2363769 Ontario Ltd. be brought forward for Council consideration.

EXECUTIVE SUMMARY

Cowbell Brewery requires a watermain extension to provide municipal water services for domestic purposes to the new development project. The watermain extension was included in the 2016 Capital Budget. The details of the agreement, including insurance and security, have been reviewed by Staff, the developer and a third party engineer. The capital cost of the watermain and a portion of engineering fees are being split by the Developer and the Municipality, to a maximum of \$85,000 for the Municipality.

DISCUSSION

The purpose of this Agreement is to clearly outline the current standards, obligations and responsibilities of the Developer and the Township for the construction of the watermain. The agreement also outlines milestones in the process to ensure the work is satisfactory and provide for release of securities. The Developer agrees to construct the works in accordance with the terms of Agreement, including completion of the work to a standard suitable to the Township.

The following has been provided to the Township as required by the Developer prior to entering into the Agreement:

- Deposit of the Securities; and
- Certificate of Insurance.

The design drawings for the extension were reviewed by Township staff, third party consultants and the Township's water operations contractor, and were found to conform to relevant design standards. County consent is needed to allow for installation of the works within their right of way.

FINANCIAL IMPACT

The total estimated project cost at the time of this report would be in the order of \$170,000. Staff have been working with the Developer's agent and BM Ross to refine the estimate

figures for the purpose of security and to establish the cost-sharing component for the Township.

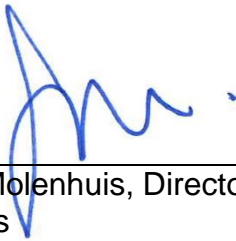
The funding agreed to by the Municipality is 50% of the project to a maximum of \$85,000, inclusive of capital construction cost and municipal engineer third party review cost. The 2016 Capital Budget for Waterworks included an item in line with this cost-sharing agreement. Under the Cross Border Services Agreement, Central Huron will contributing 25% of project costs to a maximum of \$43,000.

FUTURE CONSIDERATIONS

No future considerations at this time.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3 the Township is healthy and safe. Goal 4 the administration is fiscally responsible and strives for operational excellence.

A handwritten signature in blue ink, appearing to read 'J. Molenhuis', positioned above a horizontal line.

Jeff Molenhuis, Director of Public Works

A handwritten signature in blue ink, appearing to read 'Sharon Chambers', positioned above a horizontal line.

Sharon Chambers, CAO

CORPORATION OF THE TOWNSHIP OF NORTH HURON

DEVELOPMENT AGREEMENT

between

2363769 ONTARIO LTD.

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Dated October _____, 2016

The Corporation of the Township of North Huron
274 Josephine St., Box 90
Wingham, ON N0G 2W0

THIS AGREEMENT made in triplicate on the _____ day of October, 2016 A.D.

BETWEEN:

2363769 ONTARIO LTD.

hereinafter called the "Developer" of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

hereinafter called the "Municipality" of the SECOND PART

WHEREAS the Developer is the owner of land adjacent to the Township of North Huron more particularly described in Schedule "A" hereto (the "Lands") and proposes to develop said Lands.

AND WHEREAS the Developer wishes to obtain potable water for his development from the Municipality

AND WHEREAS the Developer agrees to construct an extension to the municipal water system to provide water service for development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

SECTION 1 -- INSTALLATION OF MUNICIPAL SERVICES

1.1 General

The Developer shall design, construct and install at his own expense (subject to the cost-sharing provisions of Section 4.1) and in good workmanlike manner municipal services to the Servicing Standards of the Municipality for the watermain installation. Without limiting the generality of the foregoing, the Developer shall, or shall contract with and instruct its contractors, engineers or other professionals (as applicable) as follows:

- (a) To prepare designs;
- (b) To prepare and furnish all required drawings;
- (c) To enter into and deliver the necessary contract(s);
- (d) To obtain the necessary approvals in conjunction with the Municipality, the County of Huron and the Ministry of the Environment, and others as required;

- (e) To provide the field layout and the full time supervision of municipal watermain construction;
- (f) To maintain all records of construction and upon completion, to advise the Municipality's Engineer of all construction changes and to prepare final "as built" drawings. Paper prints and digital versions of the "as built" drawings shall be submitted to the Municipality prior to the issuance of the Certificate of Final Acceptance;
- (g) To provide co-ordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality's Engineer, for all Works specified in this Agreement;
- (h) To provide certification that the installation of the Works was in conformance to said plans and specifications, such certification to be in a form acceptable to the Municipality's Solicitor and the Municipality's Engineer, acting reasonably;
- (i) To take such other actions as may be required by the Municipality, acting reasonably, for the completion of the Works in accordance with this Agreement and good engineering practices.

1.2 Municipality's Legal and Engineering Costs

- (a) The Developer agrees to pay its share of the Municipality's cost of the Municipal Solicitor and of the Municipality's Engineer's invoices for the checking of plans and specifications and for supervision and inspection on behalf of the Municipality in accordance with Section 4.1 hereof.
- (b) The Developer shall be invoiced regularly by the Municipality for its share of all costs incurred by the Municipality with respect to this Agreement pursuant to Section 1.2 (a).
- (c) The Developer shall reimburse the Municipality for its share of all costs incurred by the Municipality as referred to in Section 1.2 (a) herein, within thirty (30) days of each billing.

1.3 Developer's Engineer

The Developer shall employ engineers holding a certificate of authorization from Professional Engineers Ontario and approved by the Municipality to complete any tasks required to be completed by the Developer's engineers pursuant to this Agreement, including without limitation the items identified in paragraphs 1.1(a), (b), (e), (f) and (h) above.

1.4 Works to be Installed

The Works to be installed are generally described as follows:

Installation of approximately 280m of 150 mm diameter watermain, connecting Sunward Drive to the existing water hydrant along Highway 25 (Blyth Road), situated in front of the Emergency Services Training Centre. The 150mm service will cross Blyth Road on the east side of the Highway 4 and Blyth Road intersection to service the Lands.

Fittings and valves will be arranged to provide a 150mm diameter service complete with 150mm valve shut-off.

The Works are to be as indicated on Drawing 1 of 1, Titled "County Road 25 Watermain Extension", as prepared by R. J. Burnside and Associates Limited, subject

to changes and modifications as may be permitted in accordance with the terms of this Agreement.

Watermain materials shall be in accordance with current Municipal and OPSD standards.

All watermain and appurtenances to be installed, bedded and backfilled in accordance with current Ontario Provincial Standard Specifications and to the satisfaction of the Municipality.

Minimum 1.8 metre depth of cover over all mains and services.

Main valves and hydrant sets shall, generally, be located at a maximum spacing of 200 metres and 165 metres, respectively.

At main intersections, a main valve shall be provided at each direction from the intersection, less one.

All watermain shall be tested, flushed, swabbed and disinfected. Such procedures shall be in accordance with OPSS 441 for pressure testing and the most recent version of AWWA C651 and the MOECC "Watermain Disinfection Procedure" for disinfection and connection to the waterworks system. The Developer shall inform the Municipal Engineer when the watermain is to be tested and disinfected. Bacteriological testing will be completed by the municipal operating authority. The Developer will be billed for any testing or retesting required. Any failure of the testing and disinfecting shall require the Developer to reflush, retest and/or re-disinfect the watermain until the watermain has met the requirements of the Ontario Provincial Standard Specifications and the MOECC, to the satisfaction of the Municipality. Minimum requirements for bacteriological testing are:

Escherichia coli – not detectable

Total coliforms – not detectable

All chemicals and materials used in the disinfecting of the drinking water system shall conform to the following standards:

AWWA B300 for Hypochlorites

AWWA B301 for Liquid Chlorine

NSF/ANSI 60, Drinking Water Treatment Chemicals – Health Effects

NSF/ANSI 61, Drinking Water System Components – Health Effects.

1.5 Approval of Plans

The detailed plans and specifications of all services must be submitted by the Developer to the Municipality's Engineer for endorsement of approval and such endorsement of approval shall in no way absolve the Developer or its consulting Engineers of responsibility for errors in or omissions from such plans and specifications.

Any changes or modifications required to the design due to actual site conditions shall not be made without the approval of the Municipality (and, if require by the Municipality, the approval of the Municipality's Engineer), which approval shall not unreasonably withheld.

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The Developer shall not commence the construction of any of the Works until the plan has been approved by the Municipality's Engineer and the Developer has provided 72 hours written notice to the Municipality's Engineer of his intent to commence work. Should, for any reason, there be a cessation or interruption of construction for a period of greater than fourteen (14) days, the Developer shall provide 24 hours written notification to the Municipality's Engineer before work is resumed.

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The Developer shall install all Works in a timely manner, in accordance with the requirements of this Agreement. If he fails to do so, having commenced to install the aforesaid works, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid works are not being installed in the manner required by the Municipality, then upon the Municipality giving fourteen (14) days written notice by prepaid registered mail to the Developer, the Municipality may, without further notice, enter upon the said Lands and proceed to supply all materials and to do all the necessary works in connection with the installation of the said Works, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the Developer's share of the cost thereof (in accordance with Section 4.1) together with an engineering fee of ten percent (10%) of the Developer's share of the cost of such materials and works to the Developer who shall forthwith pay the same upon demand. If the Developer fails to pay the Municipality within thirty (30) days of date on the bill, the money owing may be deducted from the cash deposit, letters of credit, or other securities.

1.8 Damage to Existing Plant

The Developer shall repair any damage caused to any existing road, road allowance or existing structure or plant located on the road allowance as a result of the development and shall pay the Developer's share (in accordance with Section 4.1) for any costs involved in relocation of existing service such as hydrants, telephone poles, hydro poles, pad mount transformers, cubicles and pedestals, etc., which may be necessary because of the development.

1.9 Testing

The Municipality's Engineer may have any qualitative or quantitative tests made of any materials which have been or are proposed to be used in the construction of any of the works required by this Agreement, or may require television camera or soil tests to be carried out, and the Developer's share (in accordance with Section 4.1) of the cost of such tests shall be paid by the Developer within thirty (30) days of the account being rendered by the Municipality. Nothing herein shall relieve the Developer of its responsibility to carry out any tests required by good engineering practice.

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The Developer must take all necessary precautions to prevent erosion and sedimentation of sewers, ditches, culverts, slopes, etc., during construction and completion of servicing. Failing adequate precautions being taken, the Developer will be responsible for correcting any damages and paying all maintenance costs resulting therefrom.

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The Developer shall at all times during construction and development of the Works maintain emergency access to the Lands to the satisfaction of the Municipality's Engineer.

1.12 Dust Control

Until the Final Acceptance of all Services to be constructed under this Agreement, the Developer shall use such reasonable method to prevent any dust problem to traffic or

home occupants as the Municipality shall deem necessary and for this purpose the Municipality's Works Superintendent shall notify the Developer in writing from time to time of the requirements of the Municipality.

SECTION 2 -- ACCEPTANCE OF WORKS

2.1 Preliminary Acceptance of the Works

The Municipality will grant Preliminary Acceptance of servicing upon completion of the installation of the Works, and upon completion of all testing and commissioning of the Works, which shall be completed by the Municipality forthwith upon receiving notice from the Developer that installation of the Works is complete.

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The Developer will be responsible for the repair and maintenance of all services and for its share of the costs thereof (in accordance with Section 4.1) until a Certificate of Final Acceptance is issued. This maintenance period shall extend for two (2) years from the date of the Certificate of Preliminary Acceptance of the Works (the "Maintenance Period"). During this Maintenance Period, a 10% security holdback shall be retained by the Municipality in accordance with the provisions of Clause 4.2 (d) of this Agreement. If during this period, the Developer fails to carry out maintenance work within seventy-two (72) hours after receipt of the request from the Municipality, then the Municipality's Engineer or Director of Public Works may, without further notice, undertake such maintenance work and the Developer's share of the total costs of such work, including engineering fees, shall be borne by the Developer. If the Developer fails to pay the Municipality within thirty (30) days of the date of billing, then the money owing may be deducted from the deposited securities. Towards the end of the Maintenance Period, the Developer shall make written request to the Municipality for a final inspection to be made in respect to the issuance of the Certificate of Final Acceptance.

Notwithstanding the provisions above, operational responsibility for the Works shall be transferred to the Municipality once the watermain is commissioned. Any municipal costs associated with repair and maintenance of the water distribution system during the maintenance period shall be charged back to the Developer and the Developer shall pay its share of such amounts (in accordance with Section 4.1) to the Municipality within thirty (30) days of receiving the associated invoices.

2.3 Final Acceptance of the Works

On receipt of a written request from the Developer for final inspection and final acceptance towards the end of the Maintenance Period outlined in Section 2.2, the Municipality's Engineer will complete an inspection and if there are no deficiencies, will recommend to the Municipality that the Certificate of Final Acceptance be issued. This Certificate will be issued provided that the Developer has paid all accounts to the Municipality and the Municipality is:

- Satisfied all repairs or maintenance work on the applicable services have been completed.

and the Municipality has:

- Approved the formal certification of final completion from the Developer's Engineer certifying that all Works and services have been installed;
- Received as-built drawings as detailed elsewhere in this Agreement.

2.4 Use of Works by Municipality

The Developer agrees that:

- (a) The Works may be used prior to acceptance by the Municipality for the purposes for which such Works were designed, being the delivery of water to the Developer's property.
- (b) Such use shall not be deemed an acceptance of the Works by the Municipality.
- (c) Such use shall not in any way relieve the Developer of his obligations in respect of the construction and maintenance of the Works so used; provided, however, that the Municipality shall indemnify and hold the Developer harmless from any loss incurred by or claim against the Developer (including any loss or claim arising under this Agreement) resulting from the negligence of the Municipality or its agents in making use of the Works prior to acceptance by the Municipality.

2.5 Ownership of Services

Upon the issuance to the Developer of the Certificate of Final Acceptance, the ownership of the Works shall vest in the Municipality and the Developer shall have no claim or rights thereto except those occurring as an owner of the Lands.

Notwithstanding the above, the Developer and Municipality agree on connection of the Works, the Municipality will become the operator of said Works. This will not relieve the Developer of any maintenance responsibilities under this Agreement.

2.6 Emergency Repairs

Employees or agents of the Municipality may enter onto the Lands at any time or from time to time prior to Final Acceptance of the Works for the purpose of making emergency repairs to any of the Works. Such entry and repairing shall not be deemed an acceptance of any of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any of his obligations under this Agreement.

SECTION 3 – ADMINISTRATION

3.1 Developer's Expense

Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer in accordance with Section 4.1" and "as approved or accepted by the Municipality, acting reasonably", unless specifically stated otherwise.

3.2 Insurance

Until the Municipality has issued the Certificate of Final Acceptance for the Works, the Developer hereby indemnifies and saves harmless the Municipality against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the Developer undertaking the Plan.

The Developer shall insure against all damages or claims for damage in an Insurance Company satisfactory to the Municipal Clerk, acting reasonably. Such policy or policies shall be issued in the joint names of the Developer, the Municipality, the Municipality's Engineer and the County of Huron and the form and content shall be subject to the approval of the Municipality, acting reasonably. The minimum limits of such policies shall be \$5,000,000 all inclusive, but the Municipality shall have the right to set higher amounts upon providing reasonably justification for such increase to the Developer in writing. The said insurance policy shall include a provision that requires the insurance company to provide the Municipality with thirty (30) days notice of termination of such policy. The policy or any replacement policy that the Developer may obtain (provided that there is no interruption in coverage) shall be in effect for the period of this Agreement including the period guaranteed maintenance pursuant to Section 5 of this Agreement. The issuance of such a policy of insurance shall not be

construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

3.3 Legal Notice to Developer

Any notice required to be given hereunder may be given by registered mail addressed to the Developer at his principal place of business and shall be effective three (3) business days following the deposit of such notice in the Post Office.

3.4 Right to Enter into an Agreement

The Developer agrees not to call into question directly or indirectly in any proceedings whatsoever in law or in equity any administrative tribunal, the right to the Municipality to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Developer in any such proceedings.

3.5 Successors and Assigns

The covenants, agreement, conditions, and undertakings herein contained on the part of the Developer shall run with the land and shall be binding upon it and upon its successors and assigns as owners and occupiers of the said lands from time to time.

3.6 Scheduling, Progress and Completion

The Developer shall commence construction of services within eighteen (18) months of the signing of this Agreement. Within eighteen (18) months of the date of commencement of the Works, the Developer shall complete the Works unless written consent altering this condition is received from the Municipality. Failure to adhere to the above schedule may result in the Municipality completing the Works in accordance with Section 1.7 of this Agreement.

3.7 No Municipal Engineer Liability

This Agreement and the provisions herein do not give the Developer or any person acquiring any interest in the Lands (each hereinafter in this clause called "such person"), any rights against the Municipality's Engineer with respect to the failure of the Municipality's Engineer to perform any obligations under this Agreement.

The only duty and responsibility of the Municipality's Engineer arising out of this Agreement is to the Municipality and this Agreement. Any work or services done or performed by the Municipality's Engineer under this Agreement do not in any way create any liability on the part of the Municipality's Engineer to the Developer or any person acquiring any interest in the Lands.

3.8 Assignment

The Developer shall not assign this Agreement without the prior written consent of the Municipality, which consent may not be unreasonably withheld.

3.9 Severability

If any term, covenant or provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such term, covenant or provision shall be conclusively deemed to be severable from all other terms, covenants and provisions of this Agreement and the remainder of this Agreement shall be and remain in full force and effect.

3.10 Joint and Several

All terms, covenants, provisions and obligations of the Developer in this Agreement shall be joint and several.

SECTION 4 – FINANCIAL PROVISIONS

4.1 Cost Sharing

The Municipality and the Developer have agreed to share the cost of the watermain installation as follows:

The Municipality shall pay 50% of all construction costs (including without limitation all material and labour costs) relating to installation of the Works, to a maximum of \$80,000 (net of any applicable HST save and except any portion of the HST that the Municipality is unable to claim back, being 1.76%). The Municipality will cover one-half (50%) of the Municipality's engineering review cost, to a maximum of \$5,000 (net of any applicable HST save and except any portion of the HST that the Municipality is unable to claim back, being 1.76%). payment will be the lesser of the 50% of the actual costs, or the maximum respective costs noted.

Unless otherwise provided for herein, the Party incurring a cost or expense to be shared in accordance with this Section (the "Paying Party") shall invoice the other Party (the "Reimbursing Party") for the Reimbursing Party's share of such cost or expense and the Reimbursing Party shall make payment to the Paying Party within thirty (30) days of the date on the invoice delivered by the Paying Party. The invoicing for construction costs shall include certified progress payment certificates matching the form of estimate used to establish the security amount and as included in Schedule "B".

4.2 Securities

Prior to registering this Agreement, the Developer shall deposit with the Municipality to cover the faithful performance of the contract for the installation of the services and the payment of all obligations and contingencies arising thereunder the following securities:

- (a) Cash in the amount of One Hundred Percent (100%) of the estimated cost of the Developer's share of the works being \$86,035.00 and as more particularly described in Schedule "B", and as approved by the Municipality's Engineer and Municipal Council, or
- (b) An irrevocable Letter of Credit from a chartered bank, issued in form and content satisfactory to the Municipality's Solicitor, in the amount of One Hundred Percent (100%) of the estimated cost of the Developer's share works being \$86,035.00 and as more particularly described in Schedule "B", and as approved by the Municipality's Engineer or
- (c) Some combination of cash and Letter of Credit, totaling One Hundred Percent (100%).
- (d) All Letters of Credit shall be for a minimum guaranteed period of one (1) year or such longer time as the Municipality may decide. All Letters of Credit referred to in this Section shall contain the following clause:
"It is a condition of the Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date thereof, unless at least thirty (30) days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this Letter of Credit to be renewable for any additional period."

4.3 Reduction of Securities

An application for the reduction of the security on deposit with the Municipality pursuant to Section 4.1 herein may be made upon commissioning of the works.

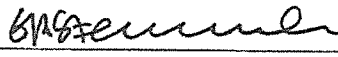
- (a) To obtain a reduction in security the Developer shall file with the Municipality's Engineer a written application.
- (b) The application shall include written confirmation from the Developer's Engineer:
 - describing the Works constructed as at the date of the application and a calculation of the cost thereof.
 - confirming that the Works have been installed by the Developer with full time supervision of municipal watermain construction by the Developer's Engineer and in accordance with the requirements of this Agreement and schedules hereto.
 - describing the Works remaining to be completed as at the date of the application and a calculation of the estimated cost thereof.
- (c) The value of the reduction shall be determined by the Municipality's Engineer who shall give a certificate to the Municipal Clerk and the Developer confirming the amount of the reduction of the security and the amount of the security remaining on deposit with the Municipality.
- (d) The value of the reduction shall be based upon the value of the Works remaining to be completed by the Developer plus ten percent (10%) of the value of the Works completed to the date of the application.
- (e) Subject to any outstanding deficiencies or contingencies, the Municipality throughout the maintenance period shall hold as security the greater of ten percent (10%) of the Developer's share of the estimate of the Works or ten thousand dollars (\$10,000.00).

SECTION 5 – SIGNATURES

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this 14th day of October A.D. 2016.

(2363769 ONTARIO LTD.

(

(Title:

(I/We have authority to bind the Corporation

(THE CORPORATION of THE TOWNSHIP OF
(NORTH HURON

(_____

(Mayor

(_____

(Clerk

(We have authority to bind the Corporation

Developer's Address: P.O. Box 329 Blyth, Ontario N0M 1H0

Developer's Telephone: 519-523-4724

Developer's Facsimile: n/a

Schedule "A": The Lands

Roll Number	Address	P.I.N.	Legal Description	Owner
TBD – MPAC has not processed recent severance or created roll #	Two 911 entrances: 40035 Blyth Road 82974 London Road	41322- 0256(LT)	Part Lot 22, Concession 14 Hullett as in R209161 except Part 1, 22R4936 & except Part 1, 22R5745; and Part Lot 23, Concession 14 Hullett as in R70875 & R81647 except Part 1, 22R6362, Municipality of Central Huron, in the County of Huron.	2363769 Ontario Ltd.

Schedule "B:
Cost Estimate and Security Calculation

Estimate of construction costs net of HST as set out in the Estimate attached as Appendix I to this Schedule "B"	\$129,375.00
Engineering Estimate (7% of estimated construction costs)	\$9,056.25
Contingency (10% of estimated construction costs and engineering estimate)	\$13,843.13
HST at 13%	\$19,795.67
Subtotal	\$172,070.05
Developer's estimated share of costs / required Security (50% and rounded down to nearest dollar)	\$86,035.00

*The parties acknowledge and agree that Line Item A6 in Estimate attached as Appendix I (being the item with the cost of \$17,941.00) is the responsibility of the Developer and not included in the scope of the Works covered by this Agreement, and that all costs relating to Line Item A6 are the responsibility of the Developer.

Appendix I to Schedule "B"
Construction Estimate

Appendix I

Al Reich's Backhoeing & Haulage Ltd.
212 McGivern Street West
P.O. Box 668
Walkerton, Ontario
N0G 2V0

Office (519) 881-2024
Reichs@wightman.ca
Business No. 899536833RP0001

Al's Mobile (519) 881-7417
Fax. (519) 881-0206

October 11, 2016

Please find attached quote for Watermain Work - Blyth Brewing & Distilling Inc.
Project # 037290

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT TOTAL
Municipal ROW Work					
A1	Supply & install 150mm dia. uhd pe watermain in north ditch of Blyth Road and across Highway 4. Installation by directional drill. Crosslink PVC DR18 pipe may be substituted for HDPE. All WM and fittings shall be PC150 or greater.	280m		323.50	90580.00
A2	Supply & Install 150mm dia. Valve (at West End on Gypsy Lane)	1.00 ea.			3405.00
A3	Connection to existing 150mm tee at east limit of construction	1.00 LS			3055.00
A4	Connection to existing 150mm diam. main at west limit of construction including new tee and extension of main on Gypsy Lane.	1.00 LS			4210.00
A5	Supply & install hydrant assembly at Hwy 4 intersection including mainline tee, 150mm lead and valve and hydrant	1.00 LS			6450.00
A6	Supply & install 150mm dia. uhd pe WM across Blyth Road to site including mainline tee, valve at property line and connection. Installation by directional drill.	1.00 LS			17941.00
A7	Testing, final connections and commissioning of new watermain	1.00 LS			11300.00
A8	Restoration of all disturbed areas on Blyth Road/ Gypsy Lane ROW's	1.00 LS			9375.00
On-Site Work					
A9	Supply & install hydrant assembly on private property including mainline tee, 150mm lead and valve and hydrant	1.00 LS			1000.00
A10	Supply & install 150mm dia. PVC DR18 WM on private property (open cut)	100.00m			
A11	Supply & install 50mm dia. DR9 PEX WM service including connection to main and 50mm curb stop & box	100.00m			
SUB TOTAL					147316.00
HST					19151.08
GRAND TOTAL					166467.08



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: David Sparling
DATE: 13/10/2016
SUBJECT: Diesel exhaust removal system for FDNH Wingham Station
ATTACHMENTS: AirVac 911 proposal

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby authorize the purchase of an AirVac 911 from Air Vacuum Corporation for the exhaust removal requirements at FDNH Wingham Station at an installed purchase price of \$24,647 US Dollars (approximately \$33,000 Canadian Dollars).

EXECUTIVE SUMMARY

Three vendors submitted proposals for a diesel exhaust system for FDNH Wingham Station. The AirVac 911 system was the lowest proposed price, and the most versatile system to meet our needs.

DISCUSSION

The personal protective equipment worn by FDNH Wingham Station's personnel is stored in the apparatus bay of the building. This exposes the gear to the exhaust emissions from the fire trucks when they start in the station before responding to training or emergencies.

The vendors submitted proposals. Air Vacuum Corporation, Tin Knockers Industrial (Plymovent) and Ward Diesel Filter Systems.

Ward Diesel Filter was significantly over budget and was eliminated from further review.

The scoring matrix below was applied. Green indicating acceptable or exceeds requirements, amber indicating within acceptable range, red indicating possible concern.

	Building alterations required	Works when Blyth Station trucks are in Wingham Station	We can operate power equipment inside station	Costs if we add or change equipment	Warranty	Cost
Airvac 911	attaches to ceiling	yes	yes	no	5 years	\$24,647 US\$ (\$33,000 Cdn \$)
Plymovent	minor to building	no	extra equipment needed	possibly	5 years	\$37,615 or \$40,708 with optional equipment
Ward	attached to trucks	no	no	yes	1-year	\$36,1625.24 US\$ (\$48,000 DCN \$)

Additionally, I contacted an Ontario Fire Department using the AirVac 911 system (not a department they had provided as a reference) to discuss the system. This department had nothing but positive comments about AirVac 911.

FINANCIAL IMPACT

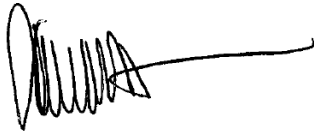
The AirVac 911 system is within the budget of \$33,000 and can be installed prior to 31 December 2016.

FUTURE CONSIDERATIONS

Annual operating costs for the AirVac 911 system are approximately \$1,500 (US\$) per year plus electricity costs.

RELATIONSHIP TO STRATEGIC PLAN

Goal 3. Ensure our community is healthy and safe.



David Sparling,
Director Fire & Emergency Services



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Connie Goodall
DATE: 13/10/2016
SUBJECT: George Agnew Reid Mural Project (East Wawanosh – Canada 150 Grant Application)

ATTACHMENTS:

RECOMMENDATION:

THAT the Council of the Township of North Huron provide a letter for the East Wawanosh Canada 150 Grant application indicating permission to erect replicas of George Agnew Reid paintings in three spots in East Wawanosh (sites to be determined upon successfully receiving the grant). Potential sites include, the Belgrave Arena, the Belgrave picnic pavilion and the rest stop on highway 4.

EXECUTIVE SUMMARY

East Wawanosh 150th Anniversary Committee will be submitting a grant application for their Anniversary Celebrations in 2017. The Canada 150 Fund is funding projects designed to celebrate the 150th Anniversary of Canada, and looks to honour Canadian Artistic Excellence. The committee would like to erect 3 replicas of George Agnew Reid's work in the municipality. A native of East Wawanosh, George Reid is an artist of significant national renown.

DISCUSSION

East Wawanosh is the birth place of George Agnew Reid, a successful genre painter and muralist. He served as the president of both the Ontario Society of Artists and the Royal Canadian Academy of Art and principal of the Ontario College of Art. He produced the murals for the Palaeontology Galleries of the Royal Ontario Museum and Toronto City Hall. The Canada 150 Fund provides an excellent opportunity to recognize the Art of George Reid. Our municipality experiences significant tourist traffic that is generated by Arts and Culture. The Blyth Festival draws thousands to Blyth each summer. Most recently, the R2R conference hosted delegates from across Canada, as well as, international visitors. This month visitors from Hong Kong visited the Alice Munro Garden and spent the day in North Huron and surrounding area. George Agnew Reid is well respected in the art world with many of his paintings housed at the Art Gallery of Ontario, the National Art Gallery and the Parliament Buildings in Ottawa.

FINANCIAL IMPACT

If the funding application is successful, the cost of the project will be covered by the Canada 150 Fund. An administration fee is also allowable in the application which would fund a short term contract position to oversee the project and lend some support to the East Wawanosh 150 planning committee.

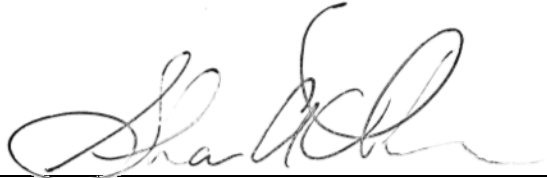
FUTURE CONSIDERATIONS

RELATIONSHIP TO STRATEGIC PLAN

GOAL: Our community is attractive to new business and residents

- Tourism is a driver in Economic Development

Connie Goodall – EDO



Sharon Chambers, CAO



TOWNSHIP OF NORTH HURON

REPORT

Item No.

REPORT TO: Reeve Vincent and Members of Council
PREPARED BY: Sharon Chambers, CAO
DATE: 15/09/2016
SUBJECT: Central Huron Cross Border Services Agreement
ATTACHMENTS: CBSA

RECOMMENDATION:

THAT the Council of the Township of North Huron hereby accepts the report of the CAO regarding a Cross Border Services Agreement with the Municipality of Central Huron relating to the provision of water services to the Cowbell Brewing Company Development.

EXECUTIVE SUMMARY

Over the past several months, the North Huron Cross Border Services Working Group have been meeting with representatives from Central Huron Council and staff to negotiate a Cross Border Services agreement to service for the supply of domestic water service and fire suppression to the Cowbell Brewing Company development located in Central Huron. BM Ross was engaged to prepare the draft agreement, which was presented to Council in closed session on October 3rd, 2016. Over the past several weeks, North Huron staff, Central Huron staff and representatives of the Cowbell Brewing Company have reviewed and provided comment on the draft Agreement. After vetting through legal representation by all Parties, the final draft is presented to both Central Huron and North Huron Councils for adoption on October 17th.

DISCUSSION

There are currently three Central Huron properties serviced by the Blyth Water System, under no Agreement. North Huron Council wishes to enter into an agreement with Central Huron for the servicing of the Cowbell Brewery and all future developments to ensure that the details of the servicing arrangements are clearly understood.

The following provisions within the CBSA are highlighted for Council's information;

General Provisions;

- Schedule A describes the Water Property
- Schedule B describes the Water Service Structure, including a preliminary drawing which has been reviewed by BM Ross. The Water Service Structure shall be constructed by the Developer's Contractor and approved by the Township. Once approved, the water service shall become part of the Blyth Water System, owned and maintained by North Huron. The specific details of this arrangement shall be outlined in a separate Agreement between the Developer and North Huron. This Agreement will be discussed in a report by Director Molenhuis and presented to Council for consideration on October 17th, 2016.
- Schedule C contains "Form 1" – the approval mechanism required under the Township's Drinking Water Licence for extensions to the Water System.
- Schedule D contains County approval for the watermain crossing Huron County Road 25.

- Schedule E is an acknowledgement by the Water Property (Cowbell Developer) of the CBSA between North Huron and Central Huron.
- The water service shall be for domestic water supply to the restaurant portion of the development only. Water will also be supplied for fire suppression purposes, however North Huron does not guarantee that the Blyth Water System is able to supply “any or all” fire suppression requirements. The Developer, through their Site Plan Agreement with Central Huron will have to demonstrate that they are meeting fire suppression requirements.

FINANCIAL

- Rates and fees shall be charged to the water property based on North Huron’s current fee by-law.
- Unpaid accounts for water service shall be invoiced to Central Huron and added to the tax bill.
- North Huron Council has agreed to share 50% of the cost of the extension of the watermain because it provides a benefit to the Blyth water system by looping the system. The details of the cost sharing are included in the Development Agreement between North Huron and the Developer. Central Huron has agreed to contribute half of North Huron’s share of extending the watermain, up to a maximum of \$43,000.

FINANCIAL IMPACT

The financial impact of the watermain extension is discussed in the Director of Public Works October 17th report relating to the Development Agreement between Cowbell Brewing Company Ltd. and North Huron.

FUTURE CONSIDERATIONS

A CBSA shall be required for all service extensions beyond North Huron borders.

RELATIONSHIP TO STRATEGIC PLAN

GOAL #1

Our community is attractive to new business and residents

Outcome: We foster a positive business environment that retains, promotes, and attracts businesses and investment.

Sharon Chambers, CAO

RECEIVED

OCT - 3 2016

October 1st, 2016

TOWNSHIP OF NORTH HURON

Dear North Huron Council;

For the a number of years our church, Living Water Christian Fellowship in Blyth, has provided a free breakfast on Good Friday at the Memorial hall. We realize that this year the hall is not an option because of the renovations. As such we have booked the hall in the upstairs at the arena for Friday, April 14th.

As mentioned, this is a free breakfast and usually attracts a lot of the less fortunate in the Blyth area as well as other. Last year we were able to serve about 175 people - eggs, bacon, sausage, ham, toast, muffins and lots of fruit.

I was wondering if you, as a council, might consider waving the cost of the rental (about \$142.00) to help us in this endeavour. We do all the clean-up after and will set the tables as well.

Thanks for your consideration in this outreach.

Sincerely Yours,

A handwritten signature in cursive script that reads "Gary Lisle".

Gary Lisle

Huron Natural Heritage Plan Implementation Strategy



DRAFT

September 2016

DRAFT Huron Natural Heritage Plan Implementation Strategy

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Introduction: A Sustainable Huron Approach to Natural Heritage Planning

The Huron Natural Heritage Plan (HNHP) defines the natural heritage system within Huron County, and identifies tools to enhance and protect these features.

The HNHP consists of two documents:

- The HNHP Technical Document , which describes the methodology used to identify significant natural features and the natural heritage system in Huron County
- The HNHP Implementation Strategy, which defines the approach to protecting natural heritage features

The Implementation Strategy identifies a suite of tools to protect and enhance natural heritage features in Huron County, including:

- | | |
|-----------|--|
| Section 1 | Supporting economic development related to forestry, forest products and recreation in natural areas |
| Section 2 | Recognizing and protecting natural heritage systems within municipal Official Plans |
| Section 3 | Recognizing existing regulatory tools including the Forest Conservation By-law |
| Section 4 | Recognizing and supporting the efforts of private property owners, community organizations and agencies in sustainable forestry management and stewardship efforts |

The Take Action for Sustainable Huron: Community Sustainability Plan (Huron County 2011) advocates a balanced approach to developing local solutions while understanding connections to global trends. The Sustainable Huron Plan recognizes the connection of environmental, social and economic systems (see Figure 1) and promotes strategies to recognize and support all three. As informed by the Sustainable Huron Plan, the HNHP Implementation Strategy employs economic development and stewardship tools as well as planning policies and regulation to protect and enhance Huron County's ecological resources.

The HNHP Implementation Strategy recognizes that the vast majority of natural features in Huron County are on privately owned land. The success of the NHP depends on the ability of landowners, municipalities and agencies to work together.



Figure 1: Three spheres of sustainability—Environment, Society & Culture, Economy.

1 Sustainable Economic Development

As informed by the Sustainable Huron Plan, the Huron Natural Heritage Plan recognizes that forests are a valuable natural resource that contribute to the livelihoods of Huron County residents. In 2014, the County of Huron adopted *Forests For Our Future: Management Plan for the County Forests Recommendations for Tree Cover Enhancement* (Huron County, 2014).

Forests For Our Future provides recommendations for management and utilization of the Huron County forest tracts for 2014 to 2033. The plan outlines challenges and opportunities for both County forests and privately owned forests throughout Huron. *Forests For Our Future* recognizes the integral role of forest cover to the Huron County economy.

1.1 Forest Cover and Agriculture

The agricultural industry in Huron County has gross sales of about one billion dollars per year. This amount exceeds the individual outputs of Nova Scotia, New Brunswick and Prince Edward Island. With the increasing intensity of adverse and extreme weather events, the benefits provided by maintaining a balance of agricultural and forested land are becoming more evident. Woodlands and windbreaks reduce topsoil erosion caused by wind and water. Woodland soils and associated wetlands recharge groundwater aquifers and help to equalize increasingly volatile water flow patterns in streams and rivers. Studies in Ontario and around the world have also demonstrated crop yield increases by strategic placement of windbreaks and forest cover.

Recommendation:

- *Continue outreach and education on the benefits of forest cover to agricultural production.*

1.2 Forest Products Industry

Huron County is home to a thriving forest products industry. While woodland owners generate millions of dollars annually from timber and firewood sales, the County also supports over a dozen commercial sawmill operations. In addition, numerous local manufacturers, woodworkers and other artisans utilize forest products from both local sources and sources outside of the County.

Well managed woodlands in Huron County have the potential to produce more income per acre per year than conventional field crops. The greatest challenge to this fact is lack of previous forest management and lack of planning for marketing. Most property owners only market timber from a woodlot three or four times in their lifetime. In addition, the rapid specialization and expansion of farm operations often leaves woodlots as an afterthought to the overall management plan of a farm. More than ever, support from knowledgeable professionals and peers is critical for long term success. To support good forest management, the County of Huron offers a “Forest Management Plan and Woodlot Enhancement” grant through the Huron Clean Water Project. Information about the Huron Clean Water Project is available on the Huron County website <http://www.huroncounty.ca/plandev/water.php>

Other programs in Ontario promote collaboration within the forest products industry.

- “Ontario Wood” is a provincial program that supports the connections between local wood products, sustainable forest management and a strong economy. <http://www.ontario.ca/business-and-economy/ontario-wood>
- Ottawa Valley Wood is an award winning program in Renfrew County to promote local businesses in the forest product and wood industries. <http://www.ottawavalleywood.com/>

Recommendations:

- *Using existing County economic development strategies, increase promotion of forest products and wood related manufacturers, artisans and retailers with targeted promotional programs similar to “Ottawa Valley Wood”.*
- *Promote the use of provincial awareness programs like “Ontario Wood” to local forest industry partners.*
- *Facilitate the development of value added markets for local forest products and to promote beneficial relationships between local wood producers and manufacturers.*
- *Continue the Forest Management Plans and Woodlot Enhancement Grant through the Huron Clean Water Project.*

1.3 Forest Cover and Recreation

Nearly every resident in Huron County lives within a ten minute drive of an accessible woodland, whether it be a County forest tract, conservation area or community trail. Tourism is central to the County’s economy, and much of the attraction to “Ontario’s West Coast” is based on the natural environment. Many Huron County destinations are associated with forest cover, including the Lake Huron shoreline, the Maitland Trail, the Hullett Wildlife Management Area, Point Farms Provincial Park and the conservation areas managed by the Ausable-Bayfield and Maitland Valley Conservation Authorities. With increased management and oversight, the County forests have great potential to be an integral part of future tourism promotions as diverse destinations for various recreational activities.

Recommendation:

- *Further enhance partnerships among County departments, the Huron County Health Unit, community organizations and conservation authorities to increase the accessibility and utilization of trails by pedestrians in community owned forests and on nature trails throughout the County.*
- *Explore strategies for protecting the forest cover along the Lake Huron Shoreline. Possibilities include, but are not limited to: enhance collaboration between Conservation Authorities, Huron County Forestry, lakeshore municipalities and Huron County Planning and Development; local Forest Conservation By-laws; a development permit system for lakeshore areas.*

2 Natural Heritage Planning

Local Official Plans provide a vision for a community's future. Official Plans outline what is valued in the community, and how growth and development will balance environmental, social and economic factors. The HNHP Technical Document defines and identifies natural heritage feature and the natural heritage system within Huron County. Section 2 provides recommendations for incorporating the Huron Natural Heritage Plan into the County Official Plan and local Official Plans.

2.1 Provincial Policy Statement 2014

The 2014 Provincial Policy Statement (PPS; OMMAH 2014) is issued under the authority of Section 3 of the Planning Act and came into effect on April 30, 2014. Section 3 of the Planning Act requires that decisions affecting planning matters "shall be consistent with" policy statements issued under the Act. The PPS is to be read in its entirety. Relevant sections to the Huron Natural Heritage Plan include:

- Section 2.1 Natural Heritage
- Section 2.2 Water
- Section 2.3 Agriculture
- Section 2.5 Mineral Aggregates
- Section 4.0 Implementation

PPS Section 2.1 Natural Heritage is below.

2.1.1 Natural features and areas shall be protected for the long term.

2.1.2 The diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

2.1.3 Natural heritage systems shall be identified in Ecoregions 6E & 7E, recognizing that natural heritage systems will vary in size and form in settlement areas, rural areas, and prime agricultural areas.

2.1.4 Development and site alteration shall not be permitted in:

- a) significant wetlands in Ecoregions 5E, 6E and 7E1; and*
- b) coastal wetlands.*

2.1.5 Development and site alteration shall not be permitted in:

- a) significant wetlands in the Canadian Shield north of Ecoregions 5E, 6E and 7E;*
- b) significant woodlands in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River);*
- c) significant valleylands in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River);*
- d) significant wildlife habitat;*
- e) areas of natural and scientific interest; and*
- f) coastal wetlands in Ecoregions 5E, 6E and 7E1 that are not subject to policy 2.1.4(b) unless it has been demonstrated that there will be no negative impacts on the natural features or their ecological functions.*

2.1.6 Development and site alteration shall not be permitted in fish habitat except in accordance with provincial and federal requirements.

2.1.7 Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.

2.1.8 Development and site alteration shall not be permitted on adjacent lands to the natural heritage features and areas identified in policies 2.1.4, 2.1.5, and 2.1.6 unless the ecological function of the adjacent lands has been evaluated and it has been demonstrated that there will be no negative impacts on the natural features or on their ecological functions.

2.1.9 Nothing in policy 2.1 is intended to limit the ability of agricultural uses to continue.

Regarding **water**, the PPS states (in part):

2.2.1 Planning authorities shall protect, improve or restore the quality and quantity of water by:

- a) using the watershed as the ecologically meaningful scale for integrated and long-term planning, which can be a foundation for considering cumulative impacts of development;*
- b) minimizing negative impacts, including cross-jurisdictional and cross-watershed impacts;*
- c) identifying water resource systems consisting of ground water features, hydrologic functions, natural heritage features and areas, and surface water features including shorelines, which are necessary for the ecological and hydrological integrity of the watershed;*
- d) maintaining linkages and related functions among surface water features, ground water features, hydrologic functions and natural heritage features and areas, and surface water features including shoreline areas; ...*

Definitions from the 2014 PPS:

Ecological function: means the natural processes, products or services that living and non-living environments provide or perform within or between species, ecosystems and landscapes. These may include biological, physical and socio-economic interactions.

Negative impacts: means...

- b) in regard to policy 2.2, degradation to the quality and quantity of water, sensitive surface water features and sensitive ground water features, and their related hydrologic functions, due to single, multiple or successive development or site alteration activities;*
- c) in regard to fish habitat, any permanent alteration to, or destruction of fish habitat, except where, in conjunction with the appropriate authorities, it has been authorized under the Fisheries Act; and*
- d) in regard to other natural heritage features and areas, degradation that threatens the health and integrity of the natural features or ecological functions for which an area is identified due to single, multiple or successive development or site alteration activities.*

Regarding **mineral aggregates** the PPS states (in part):

- 2.5.1 *Mineral aggregate resources shall be protected for long-term use and, where provincial information is available, deposits of mineral aggregate resources shall be identified.*
- 2.5.2.2 *Extraction shall be undertaken in a manner which minimizes social, economic and environmental impacts.*

Regarding **agriculture** the PPS states (in part):

- 2.3.1 *Prime agricultural areas shall be protected for long-term use for agriculture.*
- 2.3.3.2 *In prime agricultural areas, all types, sizes and intensities of agricultural uses and normal farm practices shall be promoted and protected in accordance with provincial standards.*

Section 4.0 **Implementation and Interpretation** provides direction for implementing the Huron Natural Heritage Plan. The PPS states (in part):

- 4.4 *This Provincial Policy Statement shall be read in its entirety and all relevant policies are to be applied to each situation.*
- 4.7 *The official plan is the most important vehicle for implementation of this Provincial Policy Statement. Comprehensive, integrated and long-term planning is best achieved through official plans.*

Official plans shall identify provincial interests and set out appropriate land use designations and policies. To determine the significance of some natural heritage features and other resources, evaluation may be required. ...
- 4.9 *The policies of this Provincial Policy Statement represent minimum standards. This Provincial Policy Statement does not prevent planning authorities and decision-makers from going beyond the minimum standards established in specific policies, unless doing so would conflict with any policy of this Provincial Policy Statement.*

2.2 Huron County Official Plan

The following amendments are recommended to the County of Huron Official Plan. In the County and lower-tier Official Plans, the terms ‘natural heritage’ and ‘natural environment’ are used interchangeably.

2.2.1 Recommended Policy Amendments

Amendments to the County of Huron Official Plan are proposed for the Natural Environment policies (Section 6) and Extractive Resources policies (Section 5). Policies to be added are shown in **bold and underline**. Policies to be removed are shown with a ~~strikethrough~~.

Section 6. Natural Environment, paragraph 4 refers to the natural heritage features and areas in the County.

Recommendation: *Section 6 paragraph 4 be amended to refer to natural heritage systems and the natural heritage features and linkages defined in the Natural Heritage Plan Technical Document.*

Proposed amendment for Section 6 paragraph 4:

The County **natural heritage system** contains a diversity of natural features, ~~and areas~~ **and linkages** including: wetlands, shoreline areas, woodlands, valley lands, **surface and ground water features, life science and earth science areas of natural and scientific interest (ANSIs)** and wildlife habitat. These features, where mapping is available, are shown on the Natural Environment Resources Map.

The County Official Plan Section 6.3.2 refers to the Natural Heritage Plan.

Recommendation: *Section 6.3.2 of the County of Huron Official Plan be amended to recognize the completed Natural Heritage Plan*

Proposed amendment for 6.3.2:

The County, in consultation with stakeholders, the public and the Province, ~~will~~ **has developed** a Natural Heritage Plan. The Natural Heritage Plan ~~will~~ **builds** on existing information relating to the identification and evaluation of natural heritage features, areas of local, and provincial significance, and ~~hazard lands and~~ will identify opportunities for linkages, restoration and enhancement as part of a natural heritage system. ~~The~~ **Updated** Natural Heritage ~~policies Plan~~ **may result in amendments to the County and/or will be incorporated into the** Local Official Plans, ~~in order~~ to reflect the recommendations of the Natural Heritage Plan.

2.2.2 Recommended Mapping Revisions

The Huron County Official Plan Natural Environment Resource Map is a reference map and is not an interpretation of the Natural Environment policies, nor does it represent land use designations (Huron County Official Plan Section 1.2).

It is recommended that the Natural Environment Resource Map be revised:

- *to include all significant and candidate patches as identified in the HNHP Technical Document Appendix A: 'Significant and Candidate Natural Heritage Features'*
- *to remove existing natural heritage features on the Natural Environment Map that are not identified in the HNHP Technical Document Plan Appendix A: 'Significant and Candidate Natural Heritage Features'*

2.3 Local Official Plans

The following policy changes are recommended for the local Official Plans. Draft local Official Plan policies are included in Appendix 1.

2.3.1 Natural Heritage Policies

- *Add a policy to refer to "How Much Habitat is Enough?" (Environment Canada 2013). This guideline provides thresholds for ecological requirements on a watershed scale.*
- *Define the following natural heritage features and functions: adjacent lands, areas of natural and scientific interest (ANSI), coastal wetlands, fish habitat, habitat of endangered and threatened species, natural heritage system, negative impacts, significant, significant*

woodlands, valleylands, watershed, wetlands, wildlife habitat, woodlands with definitions from the 2014 Provincial Policy Statement and refer to the Natural Heritage Plan Technical Document

- *Add a policy to refer to Natural Heritage Schedules identifying natural features: wetlands (provincially significant, provincially significant coastal, locally significant, coastal wetlands), woodlands, life science and earth science areas of natural and scientific interest (ANSIs), wildlife habitat. An Official Plan Amendment to revise the Natural Environment Schedules will be required*
- *Add a policy reference to the Natural Heritage Plan including reference to the Natural Heritage Plan Technical Document*
- *Add a policy to define watersheds as the ecologically meaningful scale of planning that can be used as the foundation for considering cumulative impacts of development*
- *Remove policy reference to woodlot size in the local Official Plans*
- *Add a policy to describe the natural heritage systems approach which supports connectivity and linkages between natural heritage features. Refer to Natural Heritage Systems Schedule mapping*
- *Add a policy stating that development in the area of significant habitat for threatened and endangered species cannot proceed unless in conformity with the Federal and the Provincial Species at Risk legislation*
- *Revise the adjacent lands policies in the local Official Plan to define adjacent lands as 120 metres from all natural heritage features. An Environmental Impact Study may be required for development within the adjacent lands.*
- *Add a reference to the Ausable Bayfield Conservation Authority, Maitland Valley Conservation Authority, Saugeen Valley Conservation Authority and Upper Thames River Conservation Authority Watershed Report Cards where applicable*
- *Add a policy recognizing stewardship programs will work to increase natural cover and improve linkages and connectivity between natural features*
- *Add a policy to encourage development to give consideration to increasing natural cover and improving linkages*
- *Add a policy to allow natural features, and functions and linkages to be protected through site plan control*
- *Add a policy defining the Natural Heritage System*
- *Add a policy requiring that Environmental Impact Studies consider alternate development options, the possibility of avoiding impacts of development on natural heritage features and the impact on connectivity of natural heritage systems. Environmental Impact Studies must have regard for the Natural Heritage Systems Study in the Huron Natural Heritage Plan Technical document.*

2.3.2 Agricultural policies

- *Add a policy reference to protecting natural heritage linkages in Agricultural ‘Goals’*

2.3.3 Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park policies

- *Clarify that an Environmental Impact Study may be required for development within or adjacent to natural heritage features in Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park designations*

- *Clarify that development will be in accordance with the Huron County Forest Conservation By-law in Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park designations*
- *Add protection of natural heritage features, functions and linkages to the Site Plan Control policies*

2.3.4 Mineral Aggregate policies

The PPS establishes a provincial interest for both protecting mineral aggregate resources and natural heritage resources. In the Huron County landscape, natural heritage and mineral aggregate resources commonly overlap.

The Huron County Aggregate Strategy (2005) recommended that local Official Plans designate primary and secondary aggregate deposits where there are zero constraints or one constraint. Natural environment constraints are defined by the 2005 Aggregate Strategy as: locally significant wetlands, locally significant life science ANSIs, significant woodlands, sinkholes, significant valleylands and floodplains. This means that where the Huron County Aggregate Strategy has been implemented as recommended in the local Official Plans, and there is only one natural heritage feature (according to 2005 natural heritage mapping), an existing aggregate resource has been designated Mineral Aggregate.

The Natural Heritage Plan provides updated mapping and modeling of the natural heritage features and systems in Huron County.

Recommendations:

- *Assess the policy implications of the Huron Natural Heritage Plan on the Mineral Aggregate Strategy*

Further, it is recommended that the following policies be added to local Official Plans that have implemented the Mineral Aggregate Strategy.

- *For Mineral Aggregate deposits that are designated Mineral Aggregate: Local Official Plans require an Environmental Impact Study prior to rezoning. EIS policies to include requirements for considering the impact of development on natural heritage systems (landforms and waterways) as identified in the HNHP Technical document 'Appendix B: Natural Heritage System in Huron County'. Policy to require that development and site alteration shall not be permitted in:*
 - *provincially significant wetlands*
 - *Significant woodlands, significant valleylands, significant wildlife habitat and significant areas of natural and scientific interest, or on lands adjacent to the foregoing features, unless the ecological functions of the feature and of the adjacent lands have been evaluated and it has been demonstrated that there will be no negative impacts on the natural heritage feature or area, or on their ecological functions*
 - *Fish habitat and habitat of endangered species and threatened species, except in accordance with provincial and federal requirements*
- *For Mineral Aggregate deposits that are not designated Mineral Aggregate: Add a policy stating an Environmental Impact Study may be required for proposed mineral aggregate operations. EIS policies to include requirements for considering the impact of development on natural heritage features and natural heritage systems (landforms and waterways) as identified in the HNHP Technical document 'Appendix B: Natural Heritage System in Huron County'. Policy to require that development and site alteration shall not be permitted in:*

- Provincially significant wetlands
- Significant woodlands, significant valleylands, significant wildlife habitat and significant areas of natural and scientific interest, or on lands adjacent to the foregoing features, unless the ecological functions of the feature and of the adjacent lands have been evaluated and it has been demonstrated that there will be no negative impacts on the natural heritage feature or area, or on their ecological functions
- Fish habitat and habitat of endangered species and threatened species, except in accordance with provincial and federal requirements

2.3.5 Mapping Recommendations

2.3.5.1 Natural Environment Designations within Agricultural Areas

- Include all significant and candidate patches as Natural Environment designations identified by the HNHP Technical Document 'Appendix A: Significant and Candidate Natural Heritage Features' mapping
- Where lands that are currently designated Natural Environment in local Official Plans but are not identified as significant or candidate in the HNHP Technical Document 'Appendix A: Significant and Candidate Natural Heritage Features' the Natural Environment designation may be changed to Agriculture

2.3.5.2 Natural Environment Designations within Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park Areas

- Significant and candidate patches identified in the HNHP Technical Document 'Appendix A: Significant and Candidate Natural Heritage Features' mapping be designated Natural Environment and/or recognized in a Natural Heritage Schedule. An Environmental Impact Study of natural heritage features may be required.
- Review lands that are designated Natural Environment in the local Official Plans and not identified in the HNHP Technical Document 'Appendix A: Significant and Candidate Natural Heritage Features' mapping. Where justified revise Natural Environment designation to appropriate designation.
- Local Official Plans to differentiate between 'natural heritage features' and 'parkland and open space' in Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park designations. Natural Environment mapping to be shown on the 'Natural Environment Schedules' including areas to be designated 'Natural Environment'. Parks and/or open space to be designated 'Parks and Open Space'.

2.3.5.3 Natural Heritage Schedules

It is recommended that Natural Heritage Schedules be added to the local Official Plans to identify natural features and the natural heritage system.

- Include Natural Environment Schedules in the local Official Plans identifying natural features: wetlands (provincially significant, provincially significant coastal, locally significant and coastal wetlands), woodlands, life science and earth science areas of natural and scientific interest (ANSIs), wildlife habitat. Official Plan Amendments are required to revise the Natural Environment Schedules.
- The HNHP Technical Document 'Appendix B: Natural Heritage System in Huron County' identifies the components of the natural heritage system including natural heritage features, and linkages

(waterways and landforms.) Local Official Plans to include appendix mapping illustrating the linkage components of the natural heritage system: landforms and waterways. The natural heritage systems appendix will state that the natural heritage systems mapping is not a designation. Official Plan Amendments are required to revise the natural heritage system appendix mapping.

2.4 Municipal Zoning By-laws

As required by the Planning Act Section 26(9), the municipal Zoning By-laws will be updated following five year Official Plan reviews to be consistent with the Official Plan.

Recommendation: *Update local Zoning By-laws to recognize natural environment features with following the direction of the HNHP Technical Document and the local Official Plan, with Natural Environment zones. Within Urban Settlement, Village and Hamlet, Lakeshore Residential, Recreational and Residential Park areas –Holding zones may be used to recognize natural heritage features*

3 Regulatory Tools for Natural Heritage Planning

The HNHP Implementation Strategy recognizes the Huron County Forest Conservation By-law and provincial and federal legislative tools for protecting natural heritage in Huron County.

3.1 Forest Conservation By-law

The Huron County Forest Conservation By-law 38-2013 regulates all woodlots greater than 0.2 hectares (0.5 acres) and woodlands greater than 1 hectare (2.47 acres). The size of a woodlot/woodland is not determined by property boundaries but by the number of trees per hectare of a certain size. The larger the trees, the fewer that are required per area for the by-law to apply.

3.2 Provincial and Federal Legislation

Natural heritage features may be considered under the legislative framework of the following provincial acts: Conservation Authorities Act; Drainage Act; Endangered Species Act; Environmental Assessment Act; Migratory Birds Convention Act; Aggregates Act; Nutrient Management Act; Clean Water Act.

Federal legislation which protects natural heritage features includes: Species at Risk Act; Fisheries Act.

4 Supporting a Stewardship Ethic

Stewardship is defined as voluntary personal actions to care for, protect, conserve, enhance and improve a resource. The natural heritage features in Huron County have benefitted from a long history of stewardship completed both independently and with the assistance of agencies and government.

Stewardship can take several forms: projects, management decisions and most importantly, a conservation ethic. The majority of land in Huron County is privately owned and landowner stewardship is critical to not only protecting but improving natural heritage. Even agricultural lands that have no or limited natural cover can still perform natural functions such as infiltration, groundwater recharge, and

provision of habitat for species movement, feeding, or migration. Voluntary stewardship based on a conservation ethic has the potential to have the greatest positive, long-term effect on natural heritage.

4.1 Provincial Policy Statement direction for Stewardship Efforts

Stewardship projects, management and ethics are consistent with Section 2.1 of the PPS (OMMAH 2014).

Landowner knowledge and a stewardship ethic will protect natural features and areas for the long term. (Section 2.1.1)

Native plant species are used in restoration projects. Although many tree planting projects use conifers, these are the best species for establishing forests and many native species fill in around the conifers to provide biodiversity. New plantations are colonized by vegetation that provide habitat for pollinators and birds. Over several decades, conifer plantations are naturally converted to a mix of deciduous species. (Section 2.1.2)

Natural areas are part of effective agricultural systems as less productive, erosion-prone land is retired from agriculture, allowing fuel and crop inputs to be used effectively and cost-efficiently on the best farmland. (Section 2.1.9)

A combination of a stewardship ethic and programs will reduce the planning and regulation applications to develop and alter habitat, wetlands, woodlands, valleylands and other areas of natural and scientific interest. (Section 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8)

4.2 A Collaborative Approach to Stewardship

Government, agencies and community groups play an important role in enabling and assisting private land stewardship. Assistance comes in the forms of education, technical assistance and financial incentives. Examples of these programs and initiatives will be discussed further in the document. As landowners, conservation authorities, municipalities, the county, the province and Nature Conservancy of Canada and Huron Tract Land Trust Conservancy have an impact on natural heritage in the way their properties are managed.

Since 2004, the County of Huron has supported a multi-stakeholder 'Water Protection Steering Committee' (WPSC) to foster a collaborative approach to land stewardship. Members of the WPSC include Council representatives, provincial ministries, agricultural and lakeshore representatives, industry organizations and conservation authorities. Many innovative approaches to stewardship have been launched as a result of bringing diverse perspectives to a regular forum.

4.3 Stewardship Programs

The majority of stewardship projects in Huron County occur on agricultural land to control soil erosion, control barnyard runoff, and manage nutrients. These conservation farming techniques can improve and protect water quality and quantity. Farm and non-farm rural landowners increase natural heritage features by planting trees on erosion-prone land, around existing forests and in floodplains along watercourses. These projects also reduce the amount of sediment that enters watercourses.

Local Funding: Many programs are focusing on increasing and improving natural heritage features. The Huron Clean Water Project (HCWP) began providing technical assistance and financial incentives to county residents in 2005 to undertake stewardship projects to improve and protect water quality. This program has important secondary benefits to natural heritage and the local economy. The project is funded by the County of Huron and delivered by the Ausable Bayfield Conservation Authority (ABCA) and Maitland Valley Conservation Authority (MVCA). More than 1,800 projects have been completed between 2005 and 2014 including planting more than 150 hectares of trees, establishing 100 kilometers of windbreaks and fencing cattle out of 40 kilometers of streams. The HCWP is a good example of a program that improves natural heritage.

Provincial and Federal Grant Programs: Several government ministries and organizations provide funding for implementing stewardship projects such as tree planting and stream restoration. Conservation authority and Huron Stewardship Council staff work with the landowners and funders to coordinate projects and optimize the use of funds.

Watershed Planning: Community-based stewardship plans protect and improve natural heritage. The provincial Healthy Lake Huron program has targeted stewardship efforts along the Lake Huron shoreline, including three watersheds in Huron County. Watershed plans have been developed for the Main Bayfield, Bayfield North and Glenn Garvey watersheds to protect and improve forest conditions, wetlands, and water quality. Recommendations from watershed plans include establishing buffers and rain gardens, creating wetlands or berms, maintaining crop residue, following nutrient management plans, and planting windbreaks and trees on marginal land. Individual landowners and farmers complete stewardship projects each year. For example, 20 projects were completed in 2014 in the three Health Lake Huron watersheds within Huron.

Tax Incentive Programs: Terrestrial natural heritage resources are protected and conserved through tax incentive programs including the Managed Forest Tax Incentive Program (MFTIP) and Conservation Land Tax Incentive Program (CLTIP). However, non-farm rural landowners may need to pay the full residential tax rate on their natural areas if they do not qualify for the MFTIP or CLTIP programs. This can be a disincentive to retire agricultural land which is producing revenue. Forests on land owned by registered farmers are taxed at the same rate as agricultural land unless the land is taxed at a lower rate because it is designated as an Area of Natural and Scientific Interest (ANSI).

Performance Incentives: The Alternative Land Use Services (ALUS) program began in Norfolk County and provides annual payments to landowners for providing ecological goods and services on their land. This may include natural heritage features but also includes pollinator habitat, wildlife habitat and carbon sequestration. Grants are available to help establish the projects. There is potential for a similar project in Huron County.

4.4 Publicly Owned Forest Tracts as Demonstration Sites

Woodlands in Huron County have diverse ownership. Approximately 87% of the woodlands in the County are privately owned with the remaining 13% ownership combined between provincial and municipal governments and the Ausable-Bayfield and Maitland Valley Conservation Authorities.

County Forests: The County forest tracts total approximately 1521 acres (616 ha) and make up 1.2% of the total forest cover in the County. An additional 512 acres (207 ha) of environmentally significant woodlands are owned by the Nature Conservancy of Canada, including the Morris Tract provincial nature reserve.

The thirteen Huron County forest tracts are a legacy of the massive reforestation effort across southern Ontario that was undertaken by municipalities in partnership with the province, starting in the early 1900's. The County forests are symbolic of a province-wide effort to reverse serious problems including soil erosion, flooding and water pollution, resulting from non-strategic clearing and lack of forest management by the early settlers of Ontario. With proper management and community partnerships, these forest tracts can serve as valuable sources of environmental protection, education and recreation for current and future generations in Huron County.

4.5 Outreach and Education

Natural heritage features can be degraded or threatened from a lack of understanding of the environmental benefits, goods and services provided. Outreach and education programs increase awareness of the ecosystem services and the benefits of natural features in the lives of the landowner families. The programs also provide practical information to protect and improve natural heritage features.

Environmental Farm Plan: Since 1991, the agricultural community has used the Environmental Farm Plan Program to learn about the best management practices to reduce the environmental impact of agriculture while improving profits and protecting natural heritage features. The EFP is delivered by Ontario Soil and Crop Improvement Association and is a voluntary, confidential program. The plans can be used to strategically address environmental issues.

The Rural Landowner Stewardship Guide: Developed for rural residents who do not farm, The Rural Landowner Stewardship Guide helps rural landowners who wish to protect and enhance natural features and environmental quality on their properties. This will add value to landowners' enjoyment of their lands as well as contribute to the long-term protection of our natural heritage and clean water for future generations of Ontarians.

Environmental Education: Conservation Authorities and the Huron Stewardship Council deliver environmental education programs to school classes and youth that prepare young people to be good stewards now and when they become landowners. The programs connect school curriculum to local environmental issues.

Many local organizations and agencies hold workshops and outreach events. Topics are specific to the interests of the community and can include information that benefits natural heritage.

The Huron-Perth Chapter of the Ontario Woodlot Association is the largest organization dedicated to managing woodlots in a sustainable manner. Activities include information meetings and tours about restoration, biodiversity and caring for woodlots. These events foster relationships between like-minded people who can serve the role of community champions and mentors.

Education increases the conservation ethic and appreciation of nature. A conservation ethic is an ethic of resource use, allocation, exploitation, and protection. Its primary focus is upon maintaining the health of the natural world: its forests, fisheries, habitats, and biological diversity. Secondary focus is on materials conservation and energy conservation, which are seen as important to protect the natural world.

4.6 References

Huron County. 2014. Forests for our Future: Management Plan for County Forests Recommendations for Tree Cover Enhancement. County of Huron. 40 pp. Available on-line at <http://www.huroncounty.ca/plandev/forestry-services.php>

Ontario Ministry of Municipal Affairs and Housing (OMMAH). 2014. Provincial Policy Statement, 2014. 50pp.

Ontario Ministry of Natural Resources (OMNR). 2010. Natural Heritage Reference Manual for Policy 2.3 of the Provincial Policy Statement. 2nd edition. 233 pp.

Appendix 1: Natural Heritage Policies for Local Official Plans

The following policy amendments are provided as a template to incorporate the NHP Implementation Strategy in the local Official Plans. Policy wording may be revised to accommodate the format of local Official Plans. Bold underline refers to **wording to be added**; Strikethrough refers to ~~wording to be deleted~~.

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
Add reference to “How Much Habitat is Enough?”	<p>Natural Environment areas consist of:</p> <ul style="list-style-type: none"> • Wetlands; • Woodlands; • Rivers, streams and fish habitat; • Valleys; • Groundwater; • Life science areas of natural and scientific interest; • Earth science areas of natural and scientific interest; • Wildlife habitat; • The lakeshore and lake bank; • Habitat for threatened and endangered species. <p>Since settlement in the 1800s, extensive areas of natural environment have been diminished through clearing, drainage and development. The remaining natural environment areas take on a greater significance for the health and integrity of the ecosystem. The intent of this Plan is to protect these areas to ensure healthy ecosystems.</p> <p>Forests cover about XX% of (name of municipality) land base and provide many benefits for the natural and human environment. A forest cover target of XX% has been established for all (name of municipality) sub-watersheds. This amount of forest cover is achievable without removing any land from agricultural production. A map of sub-watersheds and forest cover targets is included in the background maps.</p> <p><u>“How Much Habitat is Enough?” (Environment Canada 2013) provides thresholds for ecological requirements on a watershed scale.</u></p> <p>These natural features are part of a larger system, and should be protected with a view to enhancing the entire ecosystem. Watershed planning is supported as a comprehensive and integrated approach for conservation. <u>The Ausable Bayfield /Maitland Valley/Saugeen Valley/Upper Thames River Watershed report card(s) are/is a valuable tool for measuring change in natural heritage coverage.</u></p>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
Include 2014 PPS definitions for natural environment features and	<p>Natural Environment Definitions</p> <p><u>Natural features are defined below and are further explained in Schedules # to # of this Plan.</u></p>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
refer to the Natural Heritage Plan Technical Document	<p><u>Adjacent Lands means lands contiguous to a specific natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the feature or area.</u></p> <p><u>Areas of natural and scientific interest (ANSI) means areas of land and water containing natural landscapes or features that have been identified as having life science or earth science values related to protection, scientific study or education.</u></p> <p><u>Coastal wetland means</u></p> <ul style="list-style-type: none"> <u>a) any wetland that is located on Lake Huron; or</u> <u>b) any other wetland that is on a tributary to Lake Huron, and lies, either wholly or in part, downstream of a line located 2 kilometres upstream of the 1:100 year floodline (plus wave run-up) of the large water body to which the tributary is connected.</u> <p><u>Fish habitat as defined in the Fisheries Act, means spawning ground and any other areas, including nursery, rearing, food supply and migration areas on which fish depend directly or indirectly in order to carry out their life processes.</u></p> <p><u>Habitat of endangered and threatened species means</u></p> <ul style="list-style-type: none"> <u>a) with respect to a species listed on the Species at Risk in Ontario List as an endangered or threatened species for which a regulation made under clause 55(1)(a) of the Endangered Species Act, 2007 is in force, the area prescribed by that regulation as the habitat of the species; or</u> <u>b) with respect to any other species listed on the Species at Risk in Ontario List as an endangered or threatened species, an area on which the species depends, directly or indirectly, to carry on its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding, as approved by the Ontario Ministry of Natural Resources; and</u> <p><u>places in the areas described in clause (a) or (b), whichever is applicable, that are used by members of the species as dens, nests, hibernacula or other residences.</u></p> <p><u>Natural heritage system means a system made up of natural heritage features or areas and linkages intended to provide connectivity (at the regional or site level) and support natural processes which are necessary to maintain biological and geological diversity, natural functions, viable populations of indigenous species.</u></p> <p><u>Negative impacts means</u></p> <ul style="list-style-type: none"> <u>a) in regard to the quality and quantity of water, degradation to the quality and quantity of water, sensitive surface water features and sensitive ground water features, and their related hydrologic functions, due to single, multiple or successive development or site alteration activities;</u> <u>b) in regard to fish habitat, any permanent alteration to, or destruction of fish habitat, except where, in conjunction with the appropriate authorities, it has been authorized under the Fisheries Act; and</u>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
	<p><u>c) in regard to other natural heritage features and areas, degradation that threatens the health and integrity of the natural features or ecological functions for which an area is identified due to single, multiple or successive development or site alteration activities.</u></p> <p><u>Significant means it is ecologically important in terms of features, functions, representation or amount and contribution to the quality and diversity of an identifiable geographic area or natural heritage system. The Huron Natural Heritage Plan Technical document defines significance criteria for natural heritage features and linkages within Huron County, and provides the scientific justification for these features.</u></p> <ul style="list-style-type: none"> • <u>Significant, with regards to wetlands, coastal wetlands and areas of natural and scientific interest, means an area identified as provincially significant by the Ontario Ministry of Natural Resources using evaluation procedures established by the Province, as amended from time to time.</u> • <u>Significant woodlands are areas which are ecologically important in terms of features such as species composition, age of trees and stand history; functionally important due to its contribution to the broader landscape because of its location, size or due to the amount of forest cover in the planning area; or economically important due to site quality, species composition or past management history. The Huron Natural Heritage Plan Technical Document defines significance criteria for woodlands.</u> <p><u>Valleylands means a natural area that occurs in a valley or other landform depression that has water flowing through or standing for some period of the year.</u></p> <p><u>Watershed means an area that is drained by a river and its tributaries.</u></p> <p><u>Wetlands means lands that are seasonally or permanently covered by shallow water, as well as lands where the water table is close to or at the surface. In either case the presence of abundant water has caused the formation of hydric soils and has favoured the dominance of either hydrophytic plants or water tolerant plants. The four major types of wetlands are swamps, marshes, bogs and fens. Periodically soaked or wet lands being used for agricultural purposes which no longer exhibit wetland characteristics are not considered to be wetlands for the purposes of this definition.</u></p> <p><u>Wildlife habitat means areas where plants, animals and other organisms live, and find adequate amounts of food, water, shelter and space needed to sustain their populations. Specific wildlife habitats of concern may include areas where species concentrate at a vulnerable point in their annual or life cycle; and areas which are important or non-migratory species.</u></p> <p><u>Woodlands means treed areas that provide environmental and economic benefits to both the private landowner and the general public, such as erosion prevention, hydrological and nutrient cycling, provision of clean air and the long-term storage of carbon, provision of wildlife habitat, outdoor recreational opportunities, and the</u></p>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
	<u>sustainable harvest of a wide range of woodland products. Woodlands include treed areas, woodlots or forested areas and vary in their level of significance at the local, regional and provincial levels.</u>
Add reference to Natural Environment Schedules	<u>Natural Environment Schedules</u> <u>Natural Environment Schedules are included for guidance in interpreting the Natural Environment policies and do not contain designations. Schedules #-# include wetlands (provincially significant, provincially significant coastal, locally significant, coastal wetlands), significant woodlands and woodlands, wildlife habitat, significant valleylands, significant earth science ANSIs and life science ANSIs, as identified in the Natural Heritage Plan Technical document. Changes to the Natural Environment Schedules may only be made by amendment to this Plan.</u>
Add reference to the Natural Heritage Plan	<u>Natural Heritage Plan</u> <u>The Huron Natural Heritage Plan (HNHP) has been prepared for the County of Huron. The HNHP Technical Document defines significance criteria for natural heritage features within the County of Huron, and the Municipality of . It also defines the natural heritage system within the County of Huron and the Municipality of .</u>
Revise reference to watershed planning	Watershed Planning The integrity and function of the ecosystem will be protected, restored and enhanced. Watershed or sub-watershed planning integrates water management, environmental management and land use planning on an ecosystem basis. The Municipality of _____ consists of X sub-watersheds: <ul style="list-style-type: none"> • _____ sub-watershed • _____ sub-watershed • Etc <p>The boundaries of watersheds and sub-watersheds provide natural limits for managing the relationships between human activities and the environment. <u>Watersheds boundaries will be used as the ecologically meaningful scale of planning and can be used as the foundation for considering cumulative development. Sub-watersheds within the Municipality of are shown in Appendix #.</u> The Municipality will participate in watershed and sub-watershed studies in cooperation with the Conservation Authority, adjacent municipalities, community groups and other agencies. Relevant findings of watershed planning may be implemented through amendment to this Plan and/or the Zoning By-law.</p>
Remove habitat for threatened and endangered species from “Natural Environment—Full Protection” to “Natural Environment—	<u>Areas of Natural Environment—Full Protection: Provincially Significant Wetlands, Significant Habitat for Threatened and Endangered Species and Fish Habitat</u> Natural Environment areas identified as provincially significant wetlands, significant habitat for threatened or endangered species and fish habitat are considered no development zones and are designated as Natural Environment—Full Protection. <u>Areas of Limited Protection Use of Existing Natural Environment Lots – Locally Significant Wetlands, Coastal Wetlands, Significant ANSIs, Significant Wildlife Habitat, Significant Valleylands, Significant Woodlands, Adjacent Lands, Habitat for Threatened and Endangered Species</u>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
<p>Limited Protection”</p> <p>Add policy to permit Site Plan Control to protect natural heritage features</p>	<p>Development shall be directed away from forested and other natural areas where an alternative location exists on the property. However in some cases, Natural Environment areas identified as locally significant wetlands, significant ANSIs, significant wildlife habitat, significant valleylands, significant woodlands, may contain a residence and/or accessory buildings without detrimentally affecting the natural environment goals of this Plan. These properties may be rezoned to a special natural environment zone provided:</p> <ul style="list-style-type: none"> • no alternative location exists on the property that is outside the Natural Environment designation; • the affected area is not a wetland, floodplain, a hazard area (unstable slopes, soils or sinkholes) or an area of natural or scientific interest; • on valleyland properties, no alternative building site exists outside of the valley land; • the development results in minimal effects no negative effects on the ecological features and functions of the area; • groundwater will be protected, particularly in vulnerable areas; • the local Conservation Authority or other appropriate agencies shall be consulted; • the residence may not be severed from the holding on which it is located; • the proposed dwelling complies with the MDS I formula, using Type B land use; • the site is suitable for construction, the soil is suitable for sewage disposal and an adequate supply of potable water is available; • development is in accordance with the County Forest Conservation By-law; • the site is serviced by a fully maintained municipal road (alternative standards may apply to existing developed areas); • development is in compliance with applicable Conservation Authority regulations; and • development may be conditional on natural environment enhancements, such as forest improvements, linkages, stewardship agreements and conservation easements; • <u>Site Plan Control (Section XX) may be used to protect natural features and functions.</u>
<p>Add policy referencing Fish Habitat and SAR legislative requirements</p>	<p><u>Fish Habitat and Habitat for Threatened and Endangered Species</u> <u>Development and site alteration shall not be permitted in fish habitat and/or habitat of threatened and endangered species except in accordance with provincial and federal requirements.</u></p>
<p>Add a policy defining the natural heritage system</p>	<p><u>Natural Heritage Systems</u> <u>The natural heritage system includes both natural heritage features such as: woodlands and wetlands; and linkages, such as valleylands, watercourses and hedgerows. Linkages provide connectivity between natural heritage features. The linkage components are shown on Schedule # to this Plan. While the linkage components are not designated Natural Environment in the Official Plan, their importance to the natural heritage system is recognized. Development is encouraged to protect and improve connectivity between natural features. An Environmental Impact Study may include a requirement to evaluate the impact of development on the natural heritage system as shown on Schedule #. Changes to Schedule # will require an amendment to this Plan.</u></p>

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
Adjacent lands are defined as 120 metres from all natural heritage features	<p>Lands Adjacent to Natural Features</p> <p>Provincial Policies require that lands adjacent to significant natural features be protected from incompatible development within 120 metres of significant natural features wetlands.</p> <p>50 metres of significant woodlands, significant wildlife habitat, significant valleylands, locally significant wetlands, earth and life science ANSIs.</p>
<p>Add reference to Watershed Report Cards</p> <p>Add a policy to encourage improving linkages with stewardship projects</p>	<p>Community Stewardship</p> <p>To become environmental leaders and to create a healthy ecosystem, the efforts and stewardship of the whole community are essential. Numerous individual and community initiatives are necessary for a healthy environment. Initiatives include awareness, water management, septic system maintenance, sustainable agricultural practices and forestry management. The Municipality will work with the Conservation Authorities, the Stewardship Council, the Planning Department County of Huron, the Huron County Health Unit and other community groups to promote a healthy environment. <u>The Maitland Valley/Ausable Bayfield/Upper Thames River/Saugeen Valley Conservation Authority's Watershed Report Card is updated every five years and County 'State of the Environment Report' will monitor and evaluate the natural environment coverage at a subwatershed level. and the Municipality will provide information to the County when available. The Municipality of will rely on the Watershed Report Card to monitor the changing health of the natural environment.</u></p> <p><u>Stewardship programs will work to increase natural cover and improve linkages and connectivity between natural features, as identified in Appendix #, to enhance the natural heritage system.</u></p>
Remove policy referring to size of woodlot	<p>Forested areas greater than 1 hectare and less than 4 hectares are of local importance. Forested areas 4 hectares or larger are of Provincial significance. All of these areas shall be protected.</p>
Revise EIS Terms of Reference to consider development location(s) outside natural heritage areas	<p>APPENDIX: ENVIRONMENTAL IMPACT STUDY (EIS) TERMS OF REFERENCE</p> <p>Environmental Impact Studies should be conducted in two phases with Phase I identifying the suitability of the site for the proposed land use and/or development including an inventory of the natural features and functions present on the site. Phase II should identify conditions for development and any potential mitigation measures. The Phase I report must be reviewed and approved by the appropriate agencies before Phase II is initiated.</p> <p>A pre-consultation will establish the scope of the development proposal, identify the natural heritage/hazard issues to be addressed, detail the accepted methods of evaluation potential impacts, and specify the qualifications of personnel required to carry out these evaluations. The Terms of Reference for any Environmental Impact Study must have regard for the Natural Heritage Systems Study in the Huron Natural Heritage Plan Technical document. The Municipality may develop more specific guidelines; however the EIS will address the following issues at a minimum.</p> <p>Phase I: Site Suitability</p> <ul style="list-style-type: none"> • An identification and description of the purpose of the proposed land use change and proposed development

SECTION 2.3.1	NATURAL ENVIRONMENT POLICIES
	<ul style="list-style-type: none"> • <u>Consideration of possible development locations outside natural heritage areas</u> • The natural heritage features and functions, and/or hazard features present • The <u>components of a natural heritage system, including linkages</u> existing interconnections or corridors with adjacent natural features • The nature and duration of potential impacts to the site, adjacent lands and ecological processes/functions; and the potential cumulative effects of the proposed development • In the case of natural hazards, information relevant to the slope stability, flooding potential, and existing natural hazard processes will be addressed • The specific location of boundaries or edges of such features and functions, and the location of proposed development or site alteration with respect to these delineated boundaries • A description of the environment, including ecological processes/functions that will be affected by the development, as well as a description of the effects that will be or might reasonably be expected to be caused to the environment. <p>The data will be reviewed and recommendations will be made to the Municipality on the suitability of the proposal from an environmental perspective. If the proposal is deemed suitable, actions will be identified that are necessary to mitigate the effect(s) on the environment.</p> <p>Phase II may or may not be required as a result of Phase I.</p> <p>Phase II: Development/ Maintenance/ Management Requirements.</p> <p>An assessment of the proposal giving particular attention to the following:</p> <ul style="list-style-type: none"> • Potential or expected impacts on the features or functions or natural hazard conditions, • Opportunities for enhancing the conservation and management or the features or functions, • Expected or proposed mitigation measures, • The applicant is required to complete an appropriate development plan for the proposal, including maintenance and management plans to protect the environment. The plan is to be approved by the Municipality based upon the recommendation of the technical review committee.
SECTION 2.3.2	AGRICULTURAL POLICIES
Add reference to linkages in Agricultural Goals	To encourage the retention and reestablishment of woodlots, wetlands, <u>linkages</u> and other natural areas recognizing their benefits for agriculture and the natural environment
SECTION 2.3.3	URBAN SETTLEMENT, VILLAGE AND HAMLET, LAKESHORE RESIDENTIAL, RECREATIONAL and RESIDENTIAL PARK POLICIES
Remove Natural Environment	<u>URBAN NATURAL ENVIRONMENT AND OPEN SPACE AND PARKLAND</u>

<p>references from Open Space and Parkland policies</p>	<p>Urban Natural Environment and Open Spaces <u>and Parkland</u> serve important functions in urban areas including:</p> <ul style="list-style-type: none"> • recreation, tourism and beautification • protection of unique or sensitive natural features • shaping and guiding urban development, and • providing buffers between conflicting land uses. <p>1. Definition and Location</p> <p>The predominant use of land designated Urban Natural Environment and Open Spaces <u>and Parkland</u> shall be for conservation, recreation and park purposes. This designation covers the broad spectrum of open space and recreational areas in the settlement area from the grassy areas and treescape along roadside boulevards to the continuous open space along water courses. Flood plain policies apply to water courses susceptible to flooding.</p> <p>LOCATION: The general location of lands designated Urban Natural Environment and Open Space and Parkland, and the limits of the flood plain area are shown on Schedule B. Specific locations for types of open space uses are shown in the Zoning By-law.</p> <p>2. Goals</p> <p>The Urban Natural Environment and Open Space <u>and Parkland</u> planning goals are as follows:</p> <ul style="list-style-type: none"> • to provide the widest possible choice of recreational opportunities; • to beautify and enhance the quality of the urban environment; • to promote tourism in the settlement areas; • to protect unique and fragile natural landscapes and environments such as aquifers, woodlots, floodplains, and fish and wildlife habitats; • to creatively use natural environment, parks and open spaces to shape and guide urban development; • to work with neighbourhood residents, service clubs and interested groups, and government agencies in meeting the parks and open space needs of the community; • to undertake a flood plain management program to ensure proper land use, and to minimize the level of risk to life, property damage and social disruption from flooding and the need for large capital expenditures for flood protection purposes. <p>3. Urban Natural Environment & Open Space <u>and Parkland</u> Policies</p> <p>1. Zoning</p>
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	<p>Parks, and open spaces and natural environment areas, both public and private, will be placed under the Urban Natural Environment and Open Space and Parkland designation in the Official Plan and zoned to their specific use in the Zoning By-law.</p> <p>The establishment of new parks and open spaces will proceed by amendment to the Zoning By-law.</p> <p>2. Development and Maintenance of Open Space and Parkland</p> <p>The Municipality supports the development and maintenance of Urban Natural Environment and Open Space and Parkland areas and recreational facilities in accordance with community needs and availability of resources.</p>
EIS required in Urban areas	<p>Environmental Impact Study</p> <p>Natural features and functions designated on Schedule B and/or shown on the Natural Heritage Schedules will be protected <u>in accordance with the policies in Section # (Natural Environment Section) of this Plan. An Environmental Impact Study may be required for development within or adjacent to natural heritage features. Where an Environmental Impact Study is required, it will be conducted according to Section # and Appendix # of this Plan.</u></p>
Development to proceed in accordance with the Huron County Forest Conservation By-law	<p><u>Forest Conservation By-law</u></p> <p><u>Development shall proceed according to the requirements of the Huron County Forest Conservation By-law and the Municipality of _____ Forest Conservation By-law.</u></p>
Natural Heritage Features on Natural Heritage Schedules may be zoned Natural Environment or -Holding	<p><u>Where natural features are identified on Natural Heritage Schedules, they may be zoned Natural Environment in the Municipality's Zoning By-law or a -Holding Zone may be used until an Environmental Impact Study is completed as required.</u></p>
SECTION 2.3.4	MINERAL AGGREGATE POLICIES
For local Official Plans that have implemented the Aggregate Plan, add a requirement that EIS demonstrate of 'no negative impacts'	<p>Proposed Operations in Designated Mineral Aggregate Deposits</p> <p>...A number of studies shall be completed to the satisfaction of the Municipality, the Ministry of Natural Resources, and other applicable ministries or agencies before approvals are obtained under the Planning Act (re-zoning) or the Aggregate Resources Act (aggregate license). The required studies are outlined in Appendix #.</p> <p><u>An Environmental Impact Study may be required. Where an Environmental Impact Study is required, development and site alteration shall not be permitted in:</u></p>

SECTION 2.3.4	MINERAL AGGREGATE POLICIES
	<ul style="list-style-type: none"> • <u>Provincially significant wetlands</u> • <u>Significant woodlands, significant valleylands, significant wildlife habitat and significant areas of natural and scientific interest, or on lands adjacent to the foregoing features, unless the ecological functions of the feature and of the adjacent lands have been evaluated and it has been demonstrated that there will be no negative impacts on the natural heritage feature or area, or on their ecological functions</u> • <u>Fish habitat and habitat of endangered species and threatened species, except in accordance with provincial and federal requirements</u>
<p>Where an OPA is required to change the designation to Mineral Aggregates add a policy that EIS demonstrate 'no negative impacts'</p>	<p>Proposed Operations Outside Designated Mineral Aggregate Deposits <u>An Environmental Impact Study may be required for proposed mineral aggregate operations.</u></p> <p><u>Where an Environmental Impact Study is required, development and site alteration shall not be permitted in:</u></p> <ul style="list-style-type: none"> • <u>Provincially significant wetlands</u> • <u>Significant woodlands, significant valleylands, significant wildlife habitat and significant areas of natural and scientific interest, or on lands adjacent to the foregoing features, unless the ecological functions of the feature and of the adjacent lands have been evaluated and it has been demonstrated that there will be no negative impacts on the natural heritage feature or area, or on their ecological functions</u> • <u>Fish habitat and habitat of endangered species and threatened species, except in accordance with provincial and federal requirements</u>

SECTION 2.3.5	IMPLEMENTATION
<p>Site Plan Control can protect natural heritage features</p>	<p>Site Plan Control</p> <p>The site plan control provisions of section 41 of the Planning Act will be used to:</p> <ul style="list-style-type: none"> - maximize compatibility between new and existing development and between different land uses; - improve the efficiency, safety and appearance of land uses; - ensure the provision of service and facilities; - widen County highways for a 30 metre wide road allowance; - <u>protect natural heritage features, functions and linkages;</u> and - implement development agreements. <p>All land use designations are proposed site plan control areas, except for lands used primarily for one- and two- unit dwellings. Within proposed site plan control areas, Council may pass by-laws designating all or part of the areas as site plan control areas.</p>

From: Linda Aitken [REDACTED]
Sent: Wednesday, October 5, 2016 2:43 PM
To: Local Municipalities [REDACTED]; Judith Parker
[REDACTED]; [REDACTED];
Cc: Susan Cronin [REDACTED]; Susanna Reid [REDACTED]
Subject: Huron Natural Heritage Plan Implementation Strategy

Good Afternoon,

You are invited to attend public open houses to provide comments on the Huron County Natural Heritage Plan Implementation Study.

The meeting dates and locations are as follows:

Thursday October 20, 7 pm to 9 pm at the Belgrave Community Centre, 12 Queen's Street, Belgrave

Thursday October 27, 7 pm to 9 pm at the Zurich Arena, 15 East Street, Zurich

A copy of the Heritage Plan Implementation Strategy is attached.

Linda Aitken
Administrative Assistant
Corporation of the County of Huron
[REDACTED]

The Corporation of the Township of North Huron

By-law No. 83-2016 Respecting Development Charges

WHEREAS section 2(1) of the Development Charges Act, 1997 S.O. 1997, c 27, authorizes the Council of a municipality to pass By-laws for the imposition of development charges against land located in the municipality where the development of land would increase the need for municipal services as designated in the By-law;

AND WHEREAS the Township of North Huron has completed a Development Charge Background Study in accordance with Section 10 of the Development Charges Act, 1997;

AND WHEREAS the Council has given notice of its intention to pass a By-Law and held a public meeting in accordance with Section 12 of the Development Charges Act, 1997;

NOW THEREFORE the Council of the Township of North Huron hereby **ENACTS** as follows:

Part I - Definitions

1. **Definitions**

The following terms shall, for the purposes of this By-law have the meanings stated below:

- a. **“Apartment, Bachelor”** means a dwelling unit consisting of one bathroom and not more than two (2) habitable rooms, providing therein living, dining, sleeping and kitchen accommodation in appropriate individual or combination room or rooms;
- b. **“Apartment Building”** means the whole of a structure that contains four or more dwelling units which units have a common entrance from street level and are served by a common corridor and the occupant of which units have the right to use in common the corridors, stairs, elevators, yards or one or more of them, and “apartment” shall mean one such unit located within an apartment building;
- c. **“Average Level of Service”** means the average level of service in the municipality for the ten years immediately preceding the preparation of the background study;
- d. **“Background Study”** means the study required prior to passage of this By-law of the increases in services, and the capital costs associated therewith, projected as a result of development;
- e. **“Bedroom”** means a habitable room larger than 7 square metres, including a den, study or similar area, but does not include a living room, dining room and kitchen;
- f. **“Blyth Ward”** includes all properties within the boundaries of the Blyth;
- g. **“Capital Costs”** means costs incurred or proposed to be incurred by the Corporation or a local board thereof directly or under an agreement;
 - (i) Costs to acquire land or an interest in land, including a leasehold interest;

- (ii) Costs to improve land;
- (iii) Costs to acquire, lease, construct or improve buildings and structures;
- (iv) Costs to acquire, lease, construct or improve facilities including;
 - 1. Rolling stock with an estimated useful life of seven years or more,
 - 2. Furniture and equipment, other than computer equipment, and
 - 3. Materials acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act;
- (v) Costs to undertake studies in connection with any of the matters referred to in paragraphs i-iv;
- (vi) Costs of the development charge background study; and
- (vii) Interest on money borrowed to pay for costs described in paragraphs i-iv

only the capital component of costs to lease anything or to acquire a leasehold interest is included as a capital cost;

- h. **“Corporation”** means the Corporation of the Township of North Huron;
- i. **“Council”** means the Council of the Corporation;
- j. **“Development”** which includes redevelopment, means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure including alterations to the interior of a building that has the effect of changing the size or usability thereof, and includes all enlargement of existing development which creates new dwelling units or additional commercial or institutional space; and “redevelopment” has a corresponding meaning;
- k. **“Development Charge”** means a charge imposed for increased capital costs required because of increased need for service arising from development of the area to which this By-law applies;
- l. **“Dwelling”** means a building, occupied or designed to be occupied exclusively as a home, residence or sleeping place by one or more persons, but shall not include hotels, boarding or rooming houses, motels or institutions;
- m. **“Dwelling, Duplex”** means the whole of a dwelling that is divided horizontally into two separate dwelling units each of which has an independent entrance either directly from the outside or through a common vestibule;
- n. **“Dwelling, Multiple”** means all dwellings other than a single detached dwelling, a semi-detached dwelling, a duplex dwelling, a bachelor apartment and an apartment;
- o. **“Dwelling, Semi-Detached or Row”** means a residential building, which contains a single dwelling unit, that has one or two vertical walls, but no other parts, attached to other buildings;
- p. **“Dwelling, Single Detached”** means a residential building, which contains a single dwelling unit, that is not attached to other buildings;
- q. **“Dwelling Unit”** means one or more habitable rooms occupied or designed to be occupied by an individual or family as an independent and separate housekeeping

establishment in which separate kitchen and sanitary facilities are provided for the use of such individual or family, with a private entrance from outside the building or from a common hallway or stairway inside the building;

- r. **“East Wawanosh Ward”** includes all properties within the boundaries of the East Wawanosh;
- s. **“Front-End Payment”** means a payment made by an owner pursuant to a front-ending agreement, which may be in addition to a development charge that the owner is required to pay under this By-law, to cover the capital costs of the services designated in the agreement that are required to enable land to be developed within the Corporation;
- t. **“Gross Floor Area”** means the total floor area, measured between the outside of exterior walls or between the outside of exterior walls and the centre line of party walls dividing the building from another building, of all floors above the average level of finished ground adjoining the building at its exterior wall;
- u. **“Hard Services”** means sanitary sewage service, water service, fire protection and roads, bridges and sidewalks;
- v. **“Local Board”** means a public utility commission, transportation commission, public library board, board of park management, board of health, police service board, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of the Corporation or any part or parts thereof, but does not include a board defined in subsection 1(1) of the Education Act;
- w. **“Minister”** means the Minister of Municipal Affairs and Housing;
- x. **“OMB”** means the Ontario Municipal Board;
- y. **“Owner”** means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- z. **“Services”** means those services designated in section 9 of this By-law or in an agreement made under Part V of this By-law;
- aa. **“Soft Services”** means administration and parkland development;
- bb. **“Treasurer”** means the treasurer for the Township of North Huron;
- cc. **“Wingham Ward”** includes all properties within the boundaries of the Wingham Ward and any properties outside of Wingham Ward within North Huron that are:
 - (i) created by consent; or
 - (ii) created by Plan of Subdivision or Condominium; or
 - (iii) governed by Site Plan Control; or
 - (iv) are existing lots of record;
 - (v) and that are allowed to connect to the existing water system or the existing sanitary sewers system or the existing storm water drainage system of the Municipality.

Part II - Application

2. This By-law applies to all lands in the geographic area of the Corporation. Different charges shall apply to development of land within the Wingham Ward, and Blyth and East Wawanosh Ward, as set out in the schedule of charges.
3. This By-law does not apply to land that is owned by and used for the purposes of;
 - a. A board of education;
 - b. The Corporation or any local board thereof;
 - c. The Corporation of the County of Huron or any local board thereof.
4. No development charge under section 5 is payable where the development;
 - a. Is an enlargement of an existing dwelling unit;
 - b. Creates one or two additional dwelling units in an existing single detached dwelling if the total gross floor area of the additional dwelling unit or units does not exceed the gross floor area of the existing dwelling unit;
 - c. Creates one additional dwelling unit in a semi-detached or row dwelling if the total gross floor area of the additional dwelling unit does not exceed the gross floor area of the existing dwelling unit;
 - d. Creates one additional dwelling unit in any other residential dwelling if the total gross floor area of the additional dwelling unit does not exceed the gross floor area of the smallest dwelling unit contained in the building;
 - e. Is a place of worship and land used in connection therewith and every churchyard, cemetery, burying ground or burial site that is exempt from taxation under section 3 of the Assessment Act;
 - f. Is the enlargement of an existing industrial building if the gross floor area is enlarged by fifty percent or less; or
 - g. Is a bona fide non-residential farm building;
 - h. Is a redevelopment where a residential unit or units existed on a property prior to a period of not more than five years prior to an application for a building permit(s) for new residential dwellings on the same property. The new units are not subject to a development charge up to and including the original number of units that existed on the site within five years prior to the application for building permit(s) on the property. All units in excess of the original number are subject to the current development charge.
5. Subject to section 6, Development Charges shall be imposed upon and shall be applied, calculated and collected in accordance with the provisions of this By-law on all land to be developed for residential uses, where
 - a. The development of the land will increase the need for services; and
 - b. The development requires any one of;
 - i. The passing of a zoning by-law or of an amendment thereto under Section 34 of the Planning Act;

- ii. The approval of a minor variance under Section 45 of the Planning Act;
 - iii. A conveyance of land to which a by-law passed under Subsection 50(7) of the Planning Act applies;
 - iv. The approval of a plan of subdivision under Section 51 of the Planning Act;
 - v. A consent under Section 53 of the Planning Act;
 - vi. The approval of a description under Section 50 of the Condominium Act or
 - vii. The issuing of a permit under the Building Code Act, 1992 in relation to a building or structure.
 - viii. All lots of record shall pay a development charge upon issuance of a building permit, where no development charge or lot levy has previously been collected for that lot.
6. Section 5 shall not apply in respect of,
- a. Those services, relating to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under Section 51 of the Planning Act; and
 - b. those services to be installed or paid for by the owner as a condition of approval under Section 53 of the Planning Act.
7. Development charges shall not be imposed to pay for increased capital costs required because of increased needs for any of the following:
- a. the provision of cultural or entertainment facilities, including museums, theatres and art galleries but not including public libraries;
 - b. the provision of tourism facilities including convention centres;
 - c. the acquisition of land for parks;
 - d. the provision of a hospital as defined in the Public Hospitals Act;
 - e. the provision of landfill sites and services;
 - f. the provision of facilities and services for the incineration of waste; or
 - g. the provision of headquarters for the general administration of municipalities and local boards.
8. In no event shall a shortfall caused by the exclusion of development charges listed in Section 4 be made up for by increasing the development charge for other development.

Part III – Rates and Calculations

9. Development charges against land within the Corporation which is to be developed shall be based upon the following designated services provided by the Corporation:
- a. sanitary sewage service, including sewage treatment facilities, trunk sanitary sewers and pumping stations;

- b. water services including water supply, treatment and distribution facilities;
 - c. public works facilities;
 - d. fire protection;
 - e. parkland development;
 - f. administration, including capital growth studies;
10. Subject to the provisions of this Part and this By-law, development charges imposed upon land within the Corporation which is to be developed shall be calculated and collected as set out in Schedule "A" to this By-law.
 11. Development charges imposed pursuant to this By-law may be adjusted annually on January 1, without amendment to this By-law, in accordance with the Statistics Canada Consumer Price Index.

Part IV - Complaints

12. An owner may complain in writing to the Council in respect of the development charge imposed by the Corporation that,
 - a. the amount of the development charge was incorrectly determined
 - b. whether a credit is available to be used against the development charge, or the amount of the credit or the service with respect to which the credit was given, was incorrectly determined
 - c. there was an error in the application of this By-law
13. A complaint may not be made under section 12 later than 90 days after the date the development charge, or any part of it, is payable.
14. The complaint must be in writing, must state the complainant's name, the address where notices can be given to the complainant and the reasons for the complaint.
15. The Council shall hold a hearing into the complaint and shall give the complainant an opportunity to make representation at the hearing.
16. The Clerk of the Corporation shall mail a notice of the hearing to the complainant at least fourteen (14) days before the hearing.
17. Council may:
 - a. dismiss the complaint; or
 - b. rectify any incorrect determination or error that was the subject of the complaint
18. The Clerk of the Corporation shall mail to the complainant a notice of the Council's decision and of the last day for appealing the decision, which shall be the day that is forty (40) days after the day the decision is made. The notice required under this section must be mailed not later than twenty (20) days after the day the Council's decision is made.

Part V – Front Ending Agreements

19. The services which may be the subject of a front-ending agreement must be services to which the work relates and to which this By-law relates and are set out below.
 - a. sanitary sewage service, including sewage treatment facilities, trunk sanitary sewers and pumping stations;
 - b. water service, including water supply and watermain;
20. A front-ending agreement may provide for the following to be included in the cost of the work
 - a. the reasonable costs of administering the agreement; and
 - b. the reasonable costs of consultants and studies required to prepare the agreement.
21. A front-ending agreement must contain the following:
 - a. a description of the work to be done, a definition of the area of the municipality that will benefit from the work and the estimated cost of the work;
 - b. the proportion of the cost of the work that will be borne by each party to the agreement;
 - c. the method for determining the part of the costs of the work that will be reimbursed by the persons who, in the future, develop land within the area defined in the agreement;
 - d. the amount, or a method for determining the amount, of the non-reimbursable share of the costs of the work for the parties and for persons who reimburse parts of the costs of the work; and
 - e. a description of the way in which amounts collected from persons to reimburse the costs of the work will be allocated.
22. A front-ending agreement may contain other provisions in addition to those required under section 21.
23. A front-ending agreement may provide for a person who is not a party to the agreement to
 - a. pay an amount only if the person develops land and a development charge could be imposed for the development under Section 5.
24. Sections 5, 10 and 11 apply with modifications to amounts a person who is not a party to a front-ending agreement must pay under the agreement.
25. A front-ending agreement may provide for persons who reimburse part of the costs of the work borne by the parties to be themselves reimbursed by persons who later develop land within the area defined in the agreement.
26. A front-ending agreement must not provide for a person to be reimbursed for any part of their non-reimbursable share of the costs of the work as determined under the agreement.
27. A front-ending agreement comes into force on the day the agreement is made.
28. A front-ending agreement that is terminated by the OMB shall be deemed to have never come into force.

29. A person who develops land within the area defined in a front-ending agreement shall pay any amount to the Corporation that the agreement provides upon a building permit being issued for the development unless the front-ending agreement provides for the amount to be payable on a later day or on an earlier day.
30. A front-ending agreement may provide that an amount payable for development that requires approval of a plan of subdivision under section 51 of the Planning Act or a consent under Section 53 of the Planning Act and for which a subdivision agreement or consent agreement is entered into, be payable immediately upon the parties entering into the subdivision or consent agreement.
31. The Corporation shall place money received under a front-ending agreement into a special account, which shall be used, in accordance with the agreement, only to pay for work provided for under the agreement and to reimburse those who, under the agreement, have a right to be reimbursed.
32. Notwithstanding Section 31, if the Corporation receives money from parties to the agreement to pay for work provided under the agreement, the Corporation shall, if the agreement so provides return to the parties any amounts that are not needed to pay for the work.
33. If an objection to a front-ending agreement is made, the Corporation shall retain any money received from persons who are not parties to the agreement until all the objections to the agreement are disposed of by the OMB.
34. If the OMB makes an order that the agreement be terminated unless amended in accordance with the OMB's order the Corporation shall retain the money until the agreement is either terminated or amended.
35. A person is entitled to be given a credit towards a development charge for the amount of their non-reimbursable share of costs of work under a front-ending agreement.
36. If the work would result in a level of service that exceeds the average level of the service in the ten (10) year period immediately preceding the preparation of the background study for this by-law, the amount of the credit must be reduced in the same proportion that the costs of the work that relate to a level of service that exceeds that average level of service bear to the costs of the work.
37. Credits under Section 34 shall be treated as though they were credits under Section 43.
38. A party to a front-ending agreement may register the agreement or a certified copy of it against the land to which it applies

Part VI – Reserve Funds

39. The Corporation shall establish a separate reserve fund for each category of service to which the development charge relates.
40. Payments received by the Corporation under Part III of this By-law shall be paid into the reserve fund or funds to which the charge relates and shall be used only for capital costs.
41. Notwithstanding Section 39, the Corporation may borrow money from a reserve fund but if it does so the Corporation shall repay the amount used plus interest at a rate not less than the Bank of Canada rate on the day this By-law comes into force.
42. The Treasurer shall each year on or before such date as the Council may direct, give the Council a financial statement relating to this By-law and reserve funds established under Section 38 and make it available to the public.

43. The Treasurer shall give a copy of the statement required by Section 41 to the Minister of Municipal Affairs and Housing on request.

Part VII – Credits

44. The Corporation shall give a person a credit towards the development charge in accordance with the agreement if the person performs work that relates to a service to which a development charge by-law relates.
45. The amount of the credit is the reasonable cost of doing the work as agreed by the Corporation and the person who is to be given the credit.
46. No credit may be given for any part of the cost of work that relates to an increase in the level of service that exceeds the average level of service.
47. A credit, or any part of it, may be given before the work for which the credit is given is completed.
48. A credit given in exchange for work done is a credit only in relation to the service to which the work relates.
49. If the work relates to more than one service, the credit for the work must be allocated, in the manner agreed by the Corporation, among the services to which the work relates.
50. The Corporation may agree that a credit given be in relation to another service to which this By-law applies.
51. The Corporation may agree to change a credit so that it relates to another service to which this By-law relates.
52. A credit may not be transferred unless the holder and person to whom the credit is to be transferred have agreed in writing to the transfer, and the Corporation has agreed to the transfer, either in the agreement under which the holder was given the credit or subsequently.
53. The transfer of a credit is not effective until the Corporation transfers it.
54. The Corporation shall transfer a credit upon being requested to do so by the holder, the person to whom the credit is to be transferred or the agent of either of them and being given proof that the conditions in Section 50 are satisfied.
55. A credit that relates to a service may be used only with respect to that part of a development charge that relates to the service.
56. A credit may only be used by the holder, his agent or the transferee in the event that the credit has been transferred by the holder with the approval of the Corporation.

Part VIII - Administration

57. A Development Charge is payable for a development prior to the issuance of a Building Permit.
58. If any amount is payable under a front-ending agreement by a person who develops land, the Corporation shall not issue a building permit for the development until the amount is paid.
59. Despite Sections 57, the Corporation may enter into an agreement with a person who is

required to pay a development charge providing for all or any part of a development charge to be paid before or after it would otherwise be payable.

60. The total amount of a development charge payable under an agreement under Section 59 is the amount of the development charge that would be determined under this By-law on the day specified in the agreement or, if no such day is specified, at the earlier of,
 - a. the time the development charge or any part of it is payable under the agreement; and the time the development charge would have been payable in the absence of the agreement.
61. An agreement under Section 59 may allow the Corporation to charge interest, at a rate stipulated in the agreement, on that part of the development charge paid after it would otherwise be payable.
62. Nothing in this by-law prevents the Council from passing subsequent development charges by-laws applying to the area covered under this by-law.
63. A certified copy of this by-law may be registered against the land to which it applies.
64. Where a development charge or any part of it remains unpaid after it is payable, the amount unpaid shall be added to the tax roll and shall be collected in the same manner as taxes.
65. This By-law shall be administered by the Chief Building Official.
66. This By-law shall come into force and effect on _____ (date).
67. This By-law shall continue in force and effect for a period not to exceed five (5) years from the date of passage, unless it is repealed at an earlier date by a subsequent By-law.
68. This By-law may be cited as the Development Charges By-law.
69. That By-law No. 43-2011 shall be repealed upon this By-law coming into force and effect.

READ a First and Second time this 19th day of September, 2016.

CORPORATE SEAL

Neil Vincent, Reeve

Kathy Adams, Clerk

READ a Third time and finally passed this ____ day of _____, 2016.

Neil Vincent, Reeve

CORPORATE SEAL

Kathy Adams, Clerk

Appendix ‘A’
Township of North Huron
Development Charge Amounts

Wingham Ward								
Residential Type	Persons Per Unit	Sanitary Sewage Service	Water Services	Transportation	Firefighting	Parks and Recreation	Administration	Total
Single and Semi-Detached	2.5	\$3,453.13	\$0.00	\$754.29	\$52.89	\$270.00	\$574.09	\$5,104.38
Multiple Units and Townhouses	2.1	\$2,900.63	\$0.00	\$633.60	\$44.43	\$226.80	\$482.23	\$4,287.68
Apartments (2 bedrooms +)	1.5	\$2,071.88	\$0.00	\$452.57	\$31.73	\$162.00	\$344.45	\$3,062.63
Apartments (Bachelor and 1 bedroom)	1.1	\$1,519.38	\$0.00	\$331.89	\$23.27	\$118.80	\$252.60	\$2,245.93

Blyth Ward								
Residential Type	Persons Per Unit	Sanitary Sewage Service	Water Services	Transportation	Firefighting	Parks and Recreation	Administration	Total
Single and Semi-Detached	2.5	\$0.00	\$912.30	\$754.29	\$52.89	\$270.00	\$574.09	\$2,563.56
Multiple Units and Townhouses	2.1	\$0.00	\$766.34	\$633.60	\$44.43	\$226.80	\$482.23	\$2,153.39
Apartments (2 bedrooms +)	1.5	\$0.00	\$547.38	\$452.57	\$31.73	\$162.00	\$344.45	\$1,538.14
Apartments (Bachelor and 1 bedroom)	1.1	\$0.00	\$401.41	\$331.89	\$23.27	\$118.80	\$252.60	\$1,127.97

East Wawanosh Ward								
Residential Type	Persons Per Unit	Sanitary Sewage Service	Water Services	Transportation	Firefighting	Parks and Recreation	Administration	Total
Single and Semi-Detached	2.5	\$0.00	\$0.00	\$754.29	\$52.89	\$270.00	\$574.09	\$1,651.26
Multiple Units and Townhouses	2.1	\$0.00	\$0.00	\$633.60	\$44.43	\$226.80	\$482.23	\$1,387.06
Apartments (2 bedrooms +)	1.5	\$0.00	\$0.00	\$452.57	\$31.73	\$162.00	\$344.45	\$990.76
Apartments (Bachelor and 1 bedroom)	1.1	\$0.00	\$0.00	\$331.89	\$23.27	\$118.80	\$252.60	\$726.55



THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 94-2016

BEING A BY-LAW TO PROVIDE A SCHEDULE OF RETENTION PERIODS FOR THE RECORDS OF THE TOWNSHIP OF NORTH HURON.

WHEREAS, Section 255 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, provides that a municipality may, subject to the approval of the municipal auditor, establish retention periods during which the records of the municipality and local boards of the municipality must be retained and preserved in accordance with Section 254 thereof;

AND WHEREAS, the Council of the Township of North Huron deems it desirable to establish retention periods for the records of the municipality by enactment of this by-law;

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

- 1. THAT** authority for establishing and amending retention periods for the records of The Corporation of the Township of North Huron shall be delegated to the Municipal Clerk subject to the approval of the Municipal Auditor of such schedules.
- 2. THAT** the Records Retention Program Policy attached hereto as Schedule “A” be adopted and the Municipal Clerk be authorized to amend the policy from time to time.

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

1. DEFINITIONS

- a) Auditor means the person or firm appointed by the Council of the Township of North Huron from time to time to perform the annual audit of the records of the Township of North Huron.
- b) Classification (as in records classification) means the systematic identification and arrangement of records into categories according to logically structured conventions, methods, and procedural rules, represented in a classification scheme.
- c) Destroy means the process of eliminating or deleting data, documents and records so that the recorded information no longer exists. NOTE: See also the definition for expungement.
- d) Disposition with respect to records – means a range of processes; associated actions; implementation; retention; destruction; loss; or transfer of custody or ownership that are documented in disposition authorities or other instruments.

- e) Expungement means a process to eliminate completely, to wipe out, to destroy, or to obliterate an electronic record. NOTE: See also the definition for destruction.
- f) Files has the same meaning as “records” and may be used inter-changeably.
- g) Medium/media means the physical material which serves as a functional unit, in or on which information or data is normally recorded, in which information or data can be retained and carried, from which information or data can be retrieved, and which is non-volatile in nature.
- h) Records Management Coordinator means the Township of North Huron Records Management Coordinator as designated by the Clerk.
- i) Official records means recorded information in any format or medium that documents the Township's business activities, rights, obligations or responsibilities or recorded information that was created, received distributed or maintained by the Township in compliance with a legal obligation.
- j) Orphan Data means data that is not machine readable because the data exists with no identifiable computer application or system that can retrieve it, or the data is machine readable but does not have sufficient content, context or structure to render it understandable.
- k) Records means any recorded information, however recorded, whether in printed form, on film, by electronic means or otherwise, including correspondence, memoranda, plans, maps, drawings, graphic works, photographs, film, microfilm, microfiche, sound records, videotapes, Laserfiche, e-mail, machine readable records, and any other documentary material regardless of physical form or characteristics, and including “official records” and “transitory records”.
- l) Retention period means the period of time during which records must be kept by the Township before they may be disposed of.
- m) Retention schedule means a control document that describes the Township’s records at a series level, and indicates the length of time that each series shall be retained before its final disposition. It specifies those records to be preserved for their archival or legal values, and authorizes on a continuing basis the destruction of the remaining records after the lapse of a specified retention period or the occurrence of specified actions or events. Records retention schedules serve as the legal authorization for the disposal of the Township’s records.
- n) Township means The Corporation of the Township of North Huron.
- o) Transitory records means records kept solely for convenience of reference and of limited value in documenting the planning or implementation of Township policy or programs, such as:
 - i) copies of miscellaneous notices or memoranda concerning routine administrative matters or other minor issues;
 - ii) information copies of widely distributed materials, such as minutes, agendas and newsletters, unless the information copy has been annotated to reflect significant input or for other program purposes;
 - iii) preliminary drafts of letters, memoranda or reports and other informal notes which do not represent significant steps in the preparation of a final document and which do not record decisions;
 - iv) duplicate copies of documents in the same medium which are retained only for convenience or future distribution;
 - v) voice-mail messages;
 - vi) e-mail messages and other communications that do not relate to Township business;

- vii) copies of publications, such as, published reports, administration manuals, telephone directories, catalogues, pamphlets or periodicals;
- viii) duplicate stocks of obsolete publications, pamphlets or blank forms;
- ix) unsolicited advertising materials, including brochures, company profiles and price lists.

2. RETENTION SCHEDULE

- a) The records retention schedule attached hereto as Schedule “A”, forms part of this by-law.
- b) The Records Management Coordinator shall administer this by-law and shall ensure that the retention periods set out in Schedule “A” attached hereto comply with all relevant legal requirements for records retention.
- c) In determining the retention periods for any records, the Records Management Coordinator shall consider, in consultation with other Township employees where appropriate:
 - i. The operational nature of the records, including the period of time during which the Township uses the records to perform its functions;
 - ii. The legal nature of the records, including the period of time necessary to comply with statutory or regulatory requirements or requirements imposed by agreements, permits or similar documents, or to ensure that the records are available in case of investigation or litigation;
 - iii. The fiscal nature of the records, including the period to time necessary for audit or tax purposes; and,
 - iv. The historical nature of the records, including the long-term value of the records for documenting past events or the origins and history of the Township.

3. EMPLOYEE RESPONSIBILITIES

All Township employees who create, work with or manage records shall:

- i. Comply with the retention periods as specified in Schedule “A” attached hereto;
- ii. Ensure that official records in their custody or control are protected from inadvertent destruction or damage; and,
- iii. Ensure that transitory records in their custody or control are destroyed when they are no longer needed for short-term reference.

4. RECORDS MANAGEMENT COORDINATOR

The Records Management Coordinator shall:

- i. Develop and administer policies and establish and administer procedures for the Township’s records management program;
- ii. Periodically review and make recommendations with respect to this by-law, including Schedule “A” attached hereto;
- iii. Ensure that official records are preserved and disposed of in accordance with Schedule “A” attached hereto; and,
- iv. Ensure that all disposition notices prepared pursuant to Subsection (a) of Section 5 of this by-law and all certificates of disposition prepared pursuant to Subsection (f) of Section 5 of this by-law are preserved.

5. DISPOSITION OF RECORDS

- a) The Records Management Coordinator shall notify the appropriate Township department head or manager in writing of the scheduled disposition of records, including a list of the records eligible for disposition and the scheduled disposition date.

- b) The Township department head or manager shall notify the Records Management Coordinator in writing, before the scheduled disposition date, whether any of the records included in the disposition notice need to be retained past the scheduled disposition date, and the reason why such further retention is necessary.
- c) Prior to destruction of an information database or orphan data, the following documents are required:
 - 1. a written description containing, to the extent that such information is available, the following:
 - a. the title of the system;
 - b. the identification of the business unit responsible for the creation or use of the data;
 - c. a brief description of the system's purpose;
 - d. where possible, a contents list of the information being destroyed; or
 - e. a brief description of any sub-systems, their purpose and relationship to the main system or other sub-systems; and
 - f. the name of the technical contact person who is responsible for documenting the system.
 - 2. the written approval of the signing authority; and
 - 3. where applicable to satisfy the provisions of the *Federal Income Tax Act*, *Excise Tax Act*, *Employment Insurance Act* or Canada Pension Plan, an exemption from the Minister of National Revenue from the requirement to keep records in an electronically readable format.
 - 4. After the destruction of an information database or orphan data, the signing authority must provide a destruction certificate to the Records Management Coordinator to provide an audit trail.
- d) Where appropriate and taking into account the principles governing the disposition of official records, the Records Management Coordinator shall re-schedule the disposition of any records listed in the notice referred to in Subsection (b) of this Section for up to one year later than the scheduled disposition date.
- e) Re-scheduling the disposition of any records beyond a one year period requires written notice from the Township department head or manager to the Records Management Coordinator for each additional year.
- f) If no notice is received under Subsection (b) of Section 5 of this by-law before the scheduled disposition date, the records shall be deemed to be authorized for disposition by the Township department head or manager.
- g) When official records have been disposed of pursuant to this by-law, the Records Management Coordinator shall obtain written confirmation of such disposition.

6. PRINCIPLES GOVERNING THE DESTRUCTION OF OFFICIAL RECORDS

- a) The following principles govern the destruction of official records:
 - i. When there are no further business or legal reasons for retaining official records, they shall be destroyed or expunged as appropriate;

- ii. Official records pertaining to pending or actual investigation or litigation shall not be destroyed;
 - iii. Official records disposed of at the end of a retention period, as well as drafts and copies of records disposed of on a regular basis, shall be destroyed in a way that preserves the confidentiality of any information they contain.
- b) Official records in the custody or control of the Township shall not be destroyed unless such records are older than the retention period set out in Schedule “A” attached hereto and have been identified in a disposition notice prepared pursuant to Subsection (a) of Section 5 of this by-law.
 - c) Copies of official records may be destroyed at any time if the original records are being retained in accordance with Schedule “A” attached hereto.

7. APPROVAL OF BY-LAW

- a) This by-law shall not take effect until the Township’s auditor has approved it in writing.

8. CITING OF BY-LAW

- a) This by-law may be cited as the “Records Retention By-law”.

9. REPLACE AND REVOKE

- a) This By-law replaces and revokes By-law Number 41-2010.

READ A FIRST AND SECOND TIME THIS 17th DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 17th DAY OF OCTOBER, 2016.

CORPORATE SEAL

Reeve Neil G. Vincent

Clerk Kathy Adams

Paul Seebach, Auditor
Vodden Bender & Seebach

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	1 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Schedule "A" to By-law 94-2016

Primary Heading: Administration							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
A00	Administration -general	Originating	1	-	1		
A01	Associations and Organizations	Originating	1	-	1		
A02	Staff Committees and Meetings	Originating	1	3	4**		g076
A03	Computer Systems and Architecture Information	Treasury	S	6	S+6		g033
A04	Conferences and Seminars	Originating	1	-	1**	archival review if sponsored by the Municipality	
A05	Consultants	Originating	2	-	2**		
A06	Inventory Control	Originating	1	5	6		g003 g032 g122
A07	Office Equipment and Furniture	Originating	E	-	E	E= Disposal of item	
A08	Office Services	Originating	1	-	1		
A09	Policies and Procedures	Originating	S	P	P**		g003 g010 g062 g076 g122 g124 g125
A10	Records Management	Clerk's	S	-	S		g067
A11	Records Disposition	Clerk's	P	-	P		g067
A12	Telecommunications Systems	Originating	S	-	S		
A13	Travel and Accommodation	Originating	1	-	1		
A14	Uniforms and Clothing	Originating	S	-	S**		
A15	Vendors and Suppliers	Originating	2	-	2		
A16	Intergovernmental Relations	Originating	1	4	5**		

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	2 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Administration							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
A17	Accessibility of Records (F.O.I.)	Clerk's	1	1	2 years		g071 g067
A18	Security	Originating	2	3	5		
A19	Facilities Construction and Renovations	Originating	E	2	E + 2** As built = until superseded	E = project finished	g015 g073 g059
A20	Building and Property Maintenance	Originating	2	3	5 Setup tests and manuals = Equipment removed + 1 year		g074 g100 g101 g059
A21	Facilities Bookings	Originating	1	-	1		
A22	Accessibility of Services	Clerk's	2	3	5	No legislated retention requirements	g010
A23	Information Systems Production Activity & Control	Treasury	2	-	2		g033
A24	Access Control & Passwords	Treasury	2	-	2		g033
A25	Performance Management/ Quality Assurance	CAO	S	-	S**		

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	3 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Council and By-Laws							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
C00	Council and By-Laws –general	Originating	1	-	1		
C01	By-Laws	Clerk's	P	-	P**	Copy retention S	g118 g119
C02	By-Laws - Other Municipalities	Clerk's	S	-	S		
C03	Council Agenda	Clerk's	S	5	S+5		
C04	Council Minutes	Clerk's	P	-	P**	Copy retention 2 years Working notes 6 years	g091 g118 g119 g131
C05	Council Committee Agenda	Clerk's	S	-	S		
C06	Council Committee Minutes	Clerk's	6	-	6**		g091 g118 g119 g131
C07	Elections	Clerk's	E+4 Ballot = 120 days after voting or resolution of recount	-	E+4 Ballot = 120 days after voting or resolution of recount	E= day action took effect or voting day	g069 g070
C08	Goals and Objectives	Originating	S	-	S**		
C09	Motions and Resolutions	Clerk's	P	-	P**	Copy retention 1 year	g091 g118 g119 g131
C10	Motions and Resolutions - Other Municipalities	Clerk's	S	-	S		
C11	Reports to Council	Clerk's	1	P	P**		g118 g119

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event

C - Current Year; ****** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Council and By-Laws							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
C12	Appointments to Boards and Committees	Clerk's	1	P	p**		g119
C13	Accountability Transparency & Governance	Clerk's	2		2		g059

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Tab:	Records retention	#:	03-01-04
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Primary Heading: Development and Planning							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
D00	Development and Planning -general	Originating	1	-	1		
D01	Demographic Studies	Planning	5	5	10**		
D02	Economic Development	Planning	5	5	10**		
D03	Environment Planning	Planning	E+5		E+5**	E = later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5.	g008 g036 g044 g089
D04	Residential Development	Planning	5	5	10**		
D05	Natural Resources	Planning	5	-	5**		g044 g082
D06	Tourism Development	Planning	5	5	10**		
D07	Condominium Plans	Planning	5	P	P Applications = 2 years after final decision		g015
D08	Official Plans	Clerk's	S	P	P**	Copy retention S	g090
D09	Official Plan Amendment Applications	Planning	E+1	4	E+5	E= Final decision	g090
D10	Severances	Planning	E+1	5	E+6	E= land titles registration	g133
D11	Site Plan Control	Planning	5	P	P	Application 2 years after final decision	
D12	Subdivision Plans	Planning	5	P	P	Application 2 years after final decision.	
D13	Variances	Planning	E+2	P	P	E= Final decision	
D14	Zoning	Planning	E+2	-	E+2	E= Final decision	

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event

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All numbers in retention columns refer to years unless otherwise specified

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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Development and Planning							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
D15	Easements	Planning	E+1	5	E+6**	E= Termination of right	g133
D16	Encroachments	Planning	E+1	5	E+6**	E= Termination of right	
D17	Annexation/ Amalgamation	Clerk's	1	P	P**		
D18	Community Improvement Projects	Planning	E+1	5	E+6**	E= Completion of project	
D19	Municipal Addressing	Planning	S	10	S+10**		
D20	Reference Plans	Planning	S	P	P		
D21	Industrial/ Commercial Development	Planning	5	5	10**		g044
D22	Digital Mapping	Planning	S	-	S	Excludes actual data residing on these systems.	
D23	Agricultural Development	Planning	5	5	10**		
D24	Background Reports for Official Plan	Planning	E+1	4	E+5	E= Final Decision	
D25	Deeming Process	Planning	E+2	-	E+2	E= Final decision	
D26	Development Charges Study	Planning	5	5	10**		g128

Legend: P - Permanent; * - Maximum Copy Retention; S - Superseded; E - Event
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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Environmental Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
E00	Environmental Services	Originating	1	-	1		
E01	Sanitary Sewers	Works	C+1	-	C+1 Specifications = permanent		g038 g073
E02	Storm Sewers	Works	C+1	-	C+1** Specifications = permanent		g038 g073
E03	Treatment Plants	Works	5	-	5 Specifications = permanent Plans = cease to apply + 2		g015 g038 g073 g082
E04	Trees	Works	2	3	5		
E05	Air Quality Monitoring	Engineering	E+5	-	E+5**	E = later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5	g008 g076 g089
E06	Utilities	Works	2	3	5**		
E07	Waste Management	Works	2 or Cease to apply + 2	8	10 or cease to apply + 10** Annual landfill operations report and Hazardous waste sites records – depot ceases to operate + 2		g008 g009 g036 g037 g038 g039 g040 g041 g042 g089 g112 g117 g121

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event

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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Environmental Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
E08	Water Works	Works	1	14 Specifications =P	15 Specifications =P		g008 g073 g089 g082 g108 g111 g116
E09	Drains	Works	E+1	4	5** Specifications =P		g073 g082
E10	Pits and Quarries	Works	2	3 Specifications =P	5** Specifications =P	Specifications are kept for the life of the pit or quarry.	g073 g082
E11	Nutrient Management	Works	2	3	5** or expiry of plan + 2 years		g129
E12	Private Sewage Disposal Systems	Works	2	3 Specifications =P	5** Specifications =P		g073 g082
E13	Water Monitoring	Engineering	2	13	15		g008 g016 g082 g089 g108 g110 g111 g115
E14	Water Sampling	Engineering	2	13	15		g008 g016 g082 g089 g108 g111 g110 g115
E15	Chemical	Engineering	2	13	15		g008

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Environmental Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
	Sampling of Water						g016 g089 g108 g111 g110
E16	Backflow Prevention and Cross Connection Control	Engineering	2	13	15		g008 g089 g082 g108 g111 g110
E17	Energy Management		E+1	6	E+7	E = End of reporting period to which relates	g040 g044
E18	Natural Heritage		E+1	2	E + 3	E = end of designated year	g044 g057 g072 g080 g081
E19	Renewable Energy		2	48	50		g044
E20	Source Water Protection –		15	-	15		g016
E21	MOE Environmental Compliance Approvals	Engineering			Cease to apply + 2 years		g038 g059 g132

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Finance and Accounting							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
F00	Finance and Accounting – general	Originating	1	-	1	Do not file accounting records required for tax purposes	
F01	Accounts Payable	Treasury	E+1	6	E+7	E = fiscal year end For welfare & child care payments E = provincial government year end	g006 g005 g007 g018 g032 g096 g034 g032 g051 g055 g062 g086 g095 g127
F02	Accounts Receivable	Treasury	E+1	6	E+7		g006 g007 g018 g032 g034 g055 g062 g127
F03	Audits	Treasury	1	5	6		g069
F04	Banking	Treasury	1	5	6		g006 g007 g062
F05	Budgets and Estimates	Treasury	1	5	6**		
F06	Assets	Treasury	E+1	5	E+6**	E= Disposal of asset	g006 g007 g095

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event

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All numbers in retention columns refer to years unless otherwise specified

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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Finance and Accounting							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
F07	Cheques	Treasury	1	5	6		g006 g007 g034 g032 g086 g127
F08	Debentures and Bonds	Treasury	E+1	5	E+6	E= Debentures surrendered for exchange/cancellation	g007 g034
F09	Employee and Council Expenses	Treasury	E+1	6	E+7		g006 g007
F10	Financial Statements	Treasury	2	P	P**		g069
F11	Grants and Loans	Treasury	E+1	5	E+6	E = the end of the fiscal year	g006 g007 g127
F12	Investments	Treasury	E+1	5	E+6	E= Closure of account	g006
F13	Journal Vouchers	Treasury	E+1	5	E+6	E = the end of the fiscal year	g006 g007 g032 g034 g055 g127
F14	Subsidiary Ledgers Registers and Journals	Treasury	E+1	6	E+7**		g001 g006 g005 g007 g032 g034 g055 g086 g127
F15	General	Treasury	1	P	P		g001

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E - Event**
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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Primary Heading: Finance and Accounting							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
	Ledgers and Journals						g006 g007 g032 g034 g055 g127 g131
F16	Payroll	Treasury	E+1	5	E+6	E = End of fiscal year	g001 g005 g007 g019 g032 g034 g102 g127
F17	Purchase Orders and Requisitions	Treasury	E+1	5	E+6	E = the end of the fiscal year	g006 g007 g032 g127
F18	Quotations and Tenders	Treasury	1	5	6**	Unsuccessful bids - retain for 1 year from contract award	
F19	Receipts	Treasury	1	5	6		g006 g007 g032 g127
F20	Reserve Funds	Treasury	1	5	6		g069
F21	Revenues	Treasury	1	5	6 Mortgage related = 10	Records related to mortgages must be kept for 10 years.	g026 g032 g095 g127
F22	Taxes and Records	Clerk's	S	P	P		g007 g014 g058 g068 g113

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - **Event**

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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Primary Heading: Finance and Accounting							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
F23	Write Offs	Treasury	1	5	6 Court services write-offs – 37 years		g006 g007 g027
F24	Trust Funds	Originating	E	7	E + 7	E= Closure of account	g047 g051 g062 g097
F25	Security Deposit	Treasury	E	6	E+6	E= Closure of account	
F26	Working Papers	Treasury	E+1	-	E+1	E= After completion of audit	

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Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Human Resources							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
H00	Human Resources – general	Originating	1	-	1		
H01	Attendance and Scheduling	Personnel	3	-	3**		g035
H02	Benefits	Personnel	S	-	S		
H03	Employee Records	Personnel	E+3 Drinking Water system trainee: E + 5 years Long-term care home staff: E + 7 years	- Firefighter employment terms: E + 25 years	E+3** Drinking Water system training record – 5 years Long-term care home staff: E + 7 Firefighter employment terms = 25	E = date employee ceased to be employed by employer	g002 g010 g035 g065 g082 g103 g107
H04	Health and Safety	Personnel	1	2	3	Accident reports for construction projects retained 1 year after project completion	g045 g078 g076 g077 g059 g104 g125
H05	Human Resource Planning	Personnel	1	-	1**		
H06	Job Descriptions	Personnel	S	-	S**		
H07	Labour Relations	Personnel	E	10	E+10**	E= Expiry of contract period	g013
H08	Organization	Originating	S	-	S**		
H09	Salary Planning	Personnel	5	-	5		
H10	Pension Records	Personnel	E+6	-	E+6	E= Termination of	g001 g088

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Human Resources							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
						employee/ beneficiary	
H11	Recruitment	Personnel	1	-	1**		g071
H12	Training and Development	Personnel	E+2	-	E+2**	Only courses developed and presented by the Municipality are subject to archival selection E = Date when that particular course ceases to be offered	g043
H13	Claims	Personnel	E+1	2	E+3 Hazardous exposure claims = longer of 40 years or 20 years after last record made	E = Resolution of claim. Records related to exposure to airborne Acrylonitrile benzene lead mercury silica vinyl chloride arsenic ethylene oxide or asbestos must be kept longer	g078 g076 g104 g125
H14	Grievances	Personnel	E+1	6	E+7	E = Resolution of claim.	g013 g059
H15	Harassment And	Personnel	E+1	2	E+3	E = Resolution	

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Primary Heading: Human Resources							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
	Violence					of complaint	
H16	Criminal Background Checks	Personnel	E+2	5	E+7	E = date employee ceased to be employed by employer	
H17	Employee Medical Records – Hazardous Materials	Personnel	E+2	38	E+40 or 20 years after last record of exposure		g079 g103 g114
H18	Employee Medical Records	Personnel	E+1	2	E+3	E = When STD/LTD claims are resolved	g104 g078 g076 g114
H19	Disability Management	Personnel	E+2	3	E + 5	E = day issued or earlier as may be specified by Commission	g010 g078 g054
H20	Confined Spaces	Personnel	E+1	-	E+1 and 2 most recent records retained	Longer of: 1 year after the document was created Or: The period necessary to ensure 2 most recent records retained	g075

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Primary Heading: Justice							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
J00	Justice general	Originating	2	2	4		g021
J01	Certificates of Offence (Part I)	Court Services	2		2	From date of completion	g021 g024
J02	Control Lists Information (Part III)	Court Services	3	3	6	From date of completion	g021 g022 g023
J03	Control Lists	Court Services	2	2	4		g021
J04	Court Dockets	Court Services	3		3		g021 g093
J05	Transcripts and Records of Court Proceedings	Court Services	2	4	6	Reporters Records are subject to archival selection	g020 g029 g093
J06	Enforcements & Suspensions	Court Services	2	6	8		g021
J07	Appeals & Transfers	Court Services	3	4	7		g021
J08	Statistics	Court Services	2	6	8		g021
J09	Disclosure	Court Services	2	4	6		g021
J10	Certificates of Conviction Part 2	Court Services	2	4	6		g021

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Tab:	Records retention	#:	03-01-04
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Primary Heading: Legal Affairs							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
L00	Legal Affairs –general	Originating	1	-	1		
L01	Appeals and Hearings	Clerk's	E	P	P	E= Resolution of appeal	g068 g090
L02	Claims Against the Municipality	Clerk's	E	1	E+1	E= Resolution of claim and all appeals	
L03	Claims By the Municipality	Clerk's	E	1	E+1	E= Resolution of claims and all appeals	g086
L04	Contracts and Agreements - Under By-Law	Clerk's	E+2	13	E+15**	E= act or omission on which claim is based took place	g060
L05	Insurance Appraisals	Clerk's	E+1	14	E+15	E= After a new appraisal has been done	g060
L06	Insurance Policies	Clerk's	E+1	14	E+15	E= Expiry of policy	g060
L07	Land Acquisition and Sale	Clerk's	E	10	E+10**	E= Property disposition	g058 g095
L08	Opinions and Briefs	Clerk's	S	-	S**		
L09	Precedents	Clerk's	S	-	S**		
L10	Federal Legislation	Originating	S	-	S		
L11	Provincial Legislation	Originating	S	-	S		
L12	Vital Statistics	Clerk's	2	P	P	Marriage licences 2 years	g066
L13	Prosecutions	Originating	E	7	E+7	E= Delivery of judgement	
L14	Contracts and Agreements – Simple	Clerk's	E+1	1 long term care service providers = 6	E+2** Long term care service providers = expiry + 7	E= Expiry of contract	g050 g059 g062

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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All numbers in retention columns refer to years unless otherwise specified

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Primary Heading: Media and Public Relations							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Ret.	Remarks	Citation Group
M00	Media and Public Relations - general	Originating	1	-	1		
M01	Advertising	Originating	1	-	1**		
M02	Ceremonies and Events	Originating	1	4	5**		
M03	Charitable Campaigns/Fund Raising	Originating	1	-	1		
M04	Complaints Commendations and Inquiries	Originating	1	-	1**		
M05	News Clippings	Originating	1	-	1**		
M06	News Releases	Originating	1	-	1**		
M07	Publications	Originating	S	-	S**		
M08	Speeches and Presentations	Originating	1	2	3**		
M09	Visual Identity and Insignia	Clerk's	S	5	S+5**		
M10	Website & Social Media Content	Originating	S	-	S		g033

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Protection and Enforcement Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
P00	Protection & Enforcement Services – general	Originating	1	-	1		
P01	By-law Enforcement	Originating	2	4	6**		g008 g089
P02	Daily Occurrence Logs	Originating	1	4	5**		g015
P03	Emergency Planning	Originating	S	-	S**		
P04	Hazardous Materials	Originating	S+1	2	S+3		g038 g076
P05	Incident/ Accident Reports	Originating	E	1	E+1 and 2 most recent records retained	E= One year or such longer period as is necessary to ensure that the two most recent reports or records are on file	g078
P06	Building and Structural Inspections	Building	S	2	E+2 for inspections maintenance and testing related to the fire code		g015 g073 g045 g046
P07	Health Inspections	Public Health	S	-	S		g073 g074
P08	Investigations	Originating	2	8	10**		g011
P09	Licences	Clerk's	E	2	E+2	E= Expiry of licence	g017
P10	Building Permits	Building	2 Residential permits = 5	P	P		g015 g090
P11	Permits Other	Originating	E	2	E+2	E= Expiry of permit	g017

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
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Primary Heading: Protection and Enforcement Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
P12	Warrants	Court Services By-law Services	E+1	1	E + 2 Court services search warrants – 40 years	E= Execution of warrant Search warrants are subject to archival selection	g028 g059
P13	Criminal Records	Court Services By-law Services	E	5	E+5	E= Occurrence/ investigation closed or disposition of charge	
P14	Animal Control	Originating	E+2	-	E+2	E = date animal was last in the pound	g012 g092
P15	Community Protection Programs	Originating	S	2	S+2** Surveillance video 72 hours unless requisitioned for use If requisitioned for use (MFIPPA or other investigation) = S+2		
P16	Emergency Services	Originating	S	2	S+2		
P17	EMS Incident & Impact Reports	EMS	S+2	3	S+5		g011
P18	EMS Accident Reports	EMS	S	5	S+5		g011
P19	EMS Accident Statistics	EMS	S	2	S+2		
P20	Prohibition	Legal	15	-	15		g015

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Primary Heading: Protection and Enforcement Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
	Notices & Orders						g016

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Primary Heading: Recreation and Culture							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
R00	Recreation and Culture -general	Originating	1	-	1		
R01	Heritage Preservation	Clerk's	E	-	E**	E= Removal of designation	g080
R02	Library Services	Clerk's	2	3	5		
R03	Museum and Archival Services	Clerk's	1	-	1**		
R04	Parks Management	Parks & Recreation	2	3	5** Playground equipment maintenance = P		
R05	Recreational Facilities	Parks & Recreation	2	3	5 As built = until superseded	Architectural and engineering drawings As Built = keep until superseded	g049 g073
R06	Recreational Programming	Parks & Recreation	1	-	1**		

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	24 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Social and Health Care Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
S00	Social and Health Care Services - general	Originating	1	-	1		
S01	Children's Day Nursery Services	Comm Service	E+2	- Water testing and reporting records = 4	E+2 Water testing and reporting records = 6 years	Fire drills are kept 2 years and Inspection reports are kept for 2 years	g083 g105 g109 g115 g123 g124
S02	Elderly Assistance	Comm Service	2	5	7 Menus = 1 Fire drills = 2	Fire drills 2 years	g062 g063 g064 g098 g106
S03	Long Term Care Facility Residents	Comm Service	E+2	8	E+10	E= Date of last entry.	g061 g087 g114
S04	Social Assistance Programs	Comm Service	2	8	10		g052 g053 g083 g097
S05	Ontario Works Case Records	Comm Service	E+1	4 9 if outstanding family support issues	E+5 5 years and no ongoing fraud E + 10 if outstanding family support issues	E = applies to an applicant or recipient's case file in total and the documentation contained in the case file.	g019 g084 g085
S06	Medical Case Records	Public Health	E+1	-	E+1	E=1 year or shorter "as set out in by-law or resolution made by the institution. . ." or on consent	g071 g114
S07	Children's Services	Comm Service	3	-	3	Records of handicapped children	g126

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - **Event**

C - Current Year; ****** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	25 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Social and Health Care Services							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
						are kept for at least 3 years after discharge.	
S08	Public Health	Public Health	2	3	5		
S09	Cemetery Records	Clerk's	2	P	P** Transfer to archives if no longer managed Burial permits = 2		g047 g048 g101
S10	Day Nursery Case Records	Comm Service	E+3		Last participated date + 3	E= Every operator shall ensure that the records required to be maintained under this section with respect to a child are retained for at least two years after the discharge of the child Records of handicapped children are kept for at least 2 years after discharge.	g071 g126

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	26 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Transportation							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
T00	Transportation -general	Originating	1	-	1		
T01	Illumination	Works	E	6	E+6 Specifications = P	E= Removal of the equipment	
T02	Parking	Works	E	6	E+6	E= Closure of lot or space	
T03	Public Transit	Works	e1	1	E+1**	E= Closure of route/ shelter/ stop	g094
T04	Road Construction	Works	E	1	E+1** Specifications = P	E = project finished	g073
T05	Road Design and Planning	Works	E	1	E+1** Specifications = P	E = project finished	g073
T06	Road Maintenance	Works	E	1	E+1 Specifications = P	E = project finished	g073
T07	Signs and Signals	Works	E	1	E+1	E= Removal of sign/signal	g073
T08	Traffic	Works	E	1	E+1**	E = project finished Temporary road closures 2 years	
T09	Roads and Lanes Closures	Works	E	1	E+1**	Event = project finished	
T10	Field Survey/Road Survey Books	Works	E	1	E+1	E = project finished	
T11	Bridges	Works	E	1	E+1 Specifications = P	E = project finished	g073

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

Tab:	Records retention	#:	03-01-04
Section:	The schedule	Page:	27 of 27
Subject:	Records retention schedule/citation table	Date:	2016 - 07

Primary Heading: Vehicles and Equipment							
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks	Citation Group
V00	Vehicles and Equipment - general	Originating	1	-	1		
V01	Fleet Management	Originating	E+1	1	E+2 Daily Inspection Logs = 6 months from last entry	E = termination of lease)	g050 g094 g130
V02	Mobile Equipment	Originating	E+1	-	E+1	E= Disposal of equipment	g074
V03	Transportable Equipment	Originating	E+1	-	E+1	E = Disposal of equipment	g074
V04	Protective Equipment	Originating	E+1	-	E+1	E = Disposal of equipment	g074
V05	Ancillary Equipment	Originating	E+1	-	E+1 Set-up tests = until superseded	E = Disposal of equipment minimum 5 years for small water system equipment	g116

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ** - Subject to Archival Selection

All numbers in retention columns refer to years unless otherwise specified

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
BY-LAW NO. 95-2016**

**A BY-LAW TO APPOINT TO THE POSITIONS OF A
CHIEF BUILDING OFFICIAL, BUILDING INSPECTOR,
AND BY-LAW ENFORCEMENT OFFICER AND PROPERTY STANDARDS OFFICER
FOR THE TOWNSHIP OF NORTH HURON**

WHEREAS, the Municipal Act, S.O. 2001 c.25, Section 227 states:

It is the role of the officers and employees of the municipality,

- (a) to implement council's decisions and establish administrative practices and procedures to carry out council's decision;
- (b) to undertake research and provide advice to council on the policies and programs of the municipality; and
- (c) to carry out other duties required under this or any Act and other duties assigned by the municipality;

AND WHEREAS, Section 3. (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, states:

The council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS, the Council of the Township of North Huron deems it expedient to appoint a Chief Building Official, whose duties shall also include Building Inspector and By-law Enforcement Officer, and Property Standards Officer and Building Inspectors, as required;

NOW THEREFORE, the Council of the Township of North Huron hereby enacts as follows:

1. THAT the Council of the Township of North Huron hereby appoints a Chief Building Official for the Township of North Huron as set out in Schedule 'A' of this By-law; and he will act at the pleasure of Council, effective August 15, 2016;
2. THAT the Council of the Township of North Huron hereby appoint Building Inspectors for the Township of North Huron, as set out in Schedule 'A' of this By-law, who will act at the pleasure of Council, effective August 15, 2016 and October 17th, 2016;
3. That the Reeve and Clerk are hereby empowered to sign and execute this said By-law;
4. That this By-law shall come into force and take effect on passing thereof, and supersedes By-law No. 6-2011, By-law No. 64-2011, By-law No. 65-2011, By-law No. 35-2016 and By-law No. 72-2016 and all by-laws passed under the authority of the Act or its predecessors, thereof.

READ A FIRST AND SECOND TIME, this 17th day of October, 2016.

READ A THIRD AND FINAL TIME AND PASSED, this 17th day October, 2016.

CORPORATE SEAL

Neil Vincent, Reeve

Kathy Adams, Clerk

SCHEDULE 'A' TO BY-LAW NO. 95-2016

1. The Township of North Huron hereby appoints as Chief Building Official:

Kirk Livingston

2. The Township of North Huron hereby appoints as Building Inspectors:

Steven Fortier - effective August 15th, 2016

Wray Wilson- effective October 17th, 2016

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

BY-LAW NO. 96-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation.

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

AND WHEREAS Council of the Township of North Huron Council is desirous of executing an Amending Agreement Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation;

AND WHEREAS Council deems it expedient to enter into said agreement;

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

1. That the designated officials are hereby authorized to sign an Amending Agreement for Refuse Collection and Bluebox Collection between the Township of North Huron and Waste Management of Canada Corporation.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ 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 17TH DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 17TH DAY OF OCTOBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

**AMENDING AGREEMENT TO TENDER FOR REFUSE COLLECTION AND
BLUEBOX COLLECTION**

THIS AGREEMENT, made in duplicate this day of , 2016.

BETWEEN:

THE TOWNSHIP OF NORTH HURON
(Hereinafter called the "Township")

-and-

Waste Management of Canada Corporation
(Hereinafter called the "Contractor")

WHEREAS, the Township desires to renew the services of the Contractor for the curbside collection of waste and recycling in the Township of North Huron;

AND WHEREAS, this agreement was authorized by council October 3, 2016.

NOW WITNESSETH, that in consideration of these presents and of other good and valuable consideration, the Township of North Huron and the Contractor agrees as follows:

1. Term of Renewal Agreement

This agreement shall be in effect commencing at 12:00 a.m., on the 1st day of January, 2017 and shall continue for a nine (9) month period ending at 11:59 p.m., on the 30th day of September, 2017.

2. Payment

The Township agrees to pay the Contractor a monthly sum in the amount of \$16,716.40 plus HST, an increase of 1.54%. This increase is based on Stats Canada All-items Ontario for the previous 12 months (July to August).

IN WITNESS WHEREOF, the Contractor and the Township have hereunto signed their name on this day of , 2016.



Waste Management of Canada Corporation
Brad Muter, Area Vice President

Signed and sealed by the Corporation of the Township of North Huron in the presence of:

Reeve, Neil Vincent

Director of Corporate Services / Clerk

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

BY-LAW NO. 97-2016

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron
and the Corporation of the Municipality of Central Huron for the provision of water service.

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

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Central Huron for the provision of water service;

AND WHEREAS Council deems it expedient to enter into said agreement;

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

1. That the designated officials are hereby authorized to sign a Cross-Boundary Service Agreement between the Corporation of the Township of North Huron and the Corporation of the Municipality of Central Huron for the provision of water service.
2. That attached hereto is a copy of the said Agreement, Schedule ‘A’, ‘B’, ‘C’, ‘D’ and ‘E’ 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 17TH DAY OF OCTOBER, 2016.

READ A THIRD TIME AND PASSED THIS 17TH DAY OF OCTOBER, 2016.

CORPORATE SEAL

Neil G. Vincent, Reeve

Kathy Adams, Director of
Corporate Services/Clerk

CROSS-BOUNDARY SERVICE AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of October, 2016.

BETWEEN:

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

(hereinafter called "North Huron")

THE PARTY OF THE FIRST PART

- and -

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

(hereinafter called "Central Huron")

THE PARTY OF THE SECOND PART

WHEREAS both North Huron and Central Huron are lower tier municipalities within the County of Huron, Province of Ontario;

AND WHEREAS both North Huron and Central Huron have jurisdiction within their respective municipalities over water distribution;

AND WHEREAS section 19 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes a municipality to exercise its powers to provide a service in an area of another municipality, with the consent of the other municipality;

AND 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 Sections 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, permits the supply of water and the entering into of a contract for the supply of water;

AND WHEREAS Central Huron requires water service to one (1) property adjacent to North Huron's municipal boundary;

AND WHEREAS North Huron wishes to supply water service to Central Huron as set out in this Agreement;

AND WHEREAS Central Huron consents to the supply of water service by North Huron as set out in this Agreement;

AND WHEREAS the Parties hereto wish to set out their respective rights and obligations respecting the supply of Water Service to a property located in Central Huron by North Huron;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein and the sum of TEN DOLLARS (\$10.00) 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" to this Agreement is a description of the property located within Central Huron which shall be serviced with potable water provided by North Huron during the term of this Agreement (the "Water Property").
2. Attached hereto as Schedule "B" to this Agreement is the description of the Water Service Structure servicing the Water Property (the "Water Service Structure") and a preliminary drawing (10F1) of the Water Service Structure. North Huron shall have discretion and the right to approve the final design, any modifications of the design of the Water Service Structure, as well as in the maintenance, repairs, and replacement of the Water Service Structure, all acting reasonably in accordance with good engineering practices.
3. To be attached hereto as Schedule "C" to this agreement is Schedule "C": Form 1 – Record of Watermains Authorized as a Future Alteration from the Township of North Huron
4. To be attached hereto as Schedule "D" is the permit from the County of Huron, giving approval for the construction of the Water Service Structure within Blyth Road (County Road 25)
5. To be attached hereto as Schedule "E" is a letter from 2363769 Ontario Ltd., current owner of the Water Property, acknowledging awareness of, and concurrence with this agreement.
6. Except as otherwise provided in this agreement, North Huron shall supply potable water ("Water Service") to the Water Property from water pipelines owned and maintained by North Huron.
7. The Parties agree that the Water Service Structure extended from North Huron to Central Huron shall be used to supply domestic Water Service to the Water Property and for fire

suppression purposes at the Water Property and for no other purpose. Notwithstanding the foregoing, North Huron does not guarantee that the supply of water to the Water Property shall be sufficient to satisfy any or all fire suppression requirements for the Water Property arising pursuant to any Site Plan Agreement entered into between the owner of the Water Property and Central Huron.

8. The Parties agree that the extension of Water Service to the Water Property is not an extension of water supply to a water distribution system(s) owned by Central Huron
9. Central Huron consents to North Huron's servicing the Water Property through Central Huron from North Huron's water distribution system, and Central Huron has or will take all necessary legislative steps to consent to the works necessary to supply water from North Huron to the Water Property.
10. Central Huron shall not approve any additional development or permit redevelopment to the Water Property that would result in an increase in the demand for water from North Huron without first obtaining the prior, written approval of North Huron.
11. The provision of Water Service to the Water Property shall not be construed to mean that either North Huron and/or Central Huron will support and/or provide Water Service or other municipal services to any other lands.
12. The Parties agree that the Water Property will have an installed water meter(s). Such meter(s) shall remain the property of North Huron. The cost to supply, install and maintain to the satisfaction of North Huron shall be at the expense of the Water Property.
13. The Water Service Structure installed to the property line of the Water Property, shall remain in the ownership of North Huron and all maintenance, repairs, and replacement of the Water Service Structure, including meters and meter reading shall be carried out by North Huron or its agents, to a standard generally equivalent to similar structures elsewhere in North Huron's water distribution system, to North Huron's sole satisfaction.
All water service piping on private property is outside the responsibility of the Township and this agreement. As such, construction and maintenance of water service piping on the Water Property site shall be the responsibility of the Water Property.
14. Central Huron agrees that the plumbing in the Water Property shall be designed to prevent the backflow of non-potable or contaminated water into the North Huron water system.
15. North Huron shall not be required to supply Water Service to the Water Property in the event that the water supply for the water customers of North Huron has failed and is not available. In such an event, and once water supply for the water customers of North Huron is restored, North Huron will make reasonable efforts to return the supply of Water Service to the Water Property as soon as possible, and to the extent reasonably possible, in the same general manner and time frame as the water customers in North Huron.
16. Central Huron acknowledges North Huron's right to ensure that the Water Property in Central Huron abides by the various rules and regulations applied by North Huron to Water Service customers within North Huron. Without limiting the generality of the foregoing, this

includes the requirement that no person shall operate the North Huron municipal water shut off (curb stop) other than the water operator designated by North Huron.

FINANCIAL

17. The Parties agree that the rates and charges that will apply to the Water Property will be as set out in the By-law to Establish Fees & Charges for the Township of North Huron, for the category of properties outside of the Township boundary. North Huron shall have the authority to amend the water service rates and charges from time to time, without notice and at its sole discretion. Rates and charges for Water Service shall commence for the Water Property immediately upon connection of the Water Property to the North Huron water distribution system. North Huron shall attempt to notify Central Huron when the Water Property connects to the system.
18. North Huron shall collect from the owners and/or tenants of the Water Property the Water Service rates and charges. Any delay in payment shall result in penalty charges with interest accruing and overdue account notices, consistent with North Huron's standard practice for overdue utility accounts. North Huron will endeavour to mitigate arrears via their regular accounts receivable procedures.
19. For water service accounts in arrears more than 6 months North Huron shall invoice Central Huron. Central Huron shall pay to North Huron, within (30) days of receipt of an invoice from North Huron, the full amount of the outstanding Water Service rates and charges owing for the applicable period regardless of whether or not Central Huron is able to collect the proportionate share from the end-user. Both parties acknowledge that this fee recovery mechanism is a worst case scenario rather than standard practise.
20. The cost to install the Water Service Structure shall be addressed in an Agreement between the Water Property and North Huron.
21. Central Huron shall provide a minimum of 12 months written notice to North Huron of any intent to put in place an alternative or supplementary water supply for the area to be serviced. Central Huron will be responsible for any costs to modify the works to accommodate the alternative or supplementary supply.
22. Where it is necessary, as decided by North Huron and Central Huron, that future upgrading of the North Huron water supply and distribution system is required and that a frontage or similar charge be levied to pay all, or part of the costs; Central Huron shall prepare the necessary bylaws, collect the charges, and make application for grants or subsidies. Any funds collected shall be paid to North Huron or in some manner credited towards the upgrading project.

CONDITIONAL ON ADDITIONAL APPROVALS

23. This Agreement is conditional upon receipt and continuance of all necessary approvals and permissions including but not necessarily limited to:
- (a) The Township of North Huron and the Water Property entering into a Development Agreement for extension of the North Huron water distribution system and construction of the Water Service Structure;
 - (b) The County of Huron giving approval for the construction of the Water Service Structure within Blyth Road (County Road 25);
 - (c) Form 1 – Record of Watermains Authorized as a Future Alteration from the Township of North Huron.

GENERAL PROVISIONS

24. 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 provide 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 above, the Parties shall agree upon an Arbitrator, either one named in such arbitration 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.

CENTRAL HURON CONTRIBUTION

25. In recognition that the Water Property is in Central Huron, Central Huron has agreed to make a financial contribution to the costs of the extension of the North Huron water distribution system and the Water Service Structure. The amount of the contribution will be the lesser of \$43,000 or 25% of the cost of the works. Central Huron also agrees to pay 50% of the North Huron annual hydrant charge if a hydrant serving the Water Property is located in the County Road right-of-way.
26. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered electronically to the Parties at the addresses as follows:

(a) To North Huron:

Clerk, Municipality of North Huron
274 Josephine Street, Box 90
Wingham, ON N0G 2W0

(b) To Central Huron:

Clerk, Municipality of Central Huron
23 Albert St.
Clinton, ON N0M 1L0

27. 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.
28. 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.
29. Central Huron 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 any way related to this Agreement or the Water Service, unless such costs are due solely to the negligence of North Huron.
30. In the event of an occurrence of an unauthorized connection or alteration to the Water Service Structure, or the extension of Water Service to any property not set out in Schedule "A" to this Agreement, North Huron shall have the authority to immediately terminate the provision of Water Service to the Water Property.
31. The invalidity of any particular provision of this Agreement shall not affect any other provision thereof, but the Agreement shall be construed as if such invalid provision were omitted.
32. The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect their right thereafter to enforce such provision. Nor shall the waiver by either Party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
33. All Parties hereto agree to do everything necessary to ensure that the terms of this Agreement take effect.
34. If at any time during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof. If the agreement between the two municipalities is amended a similar acknowledgment to the form attached as Schedule "E" hereto will be required from the owner of the Water Property before any such amendment is considered effective. However, incidental changes such as rate and/or bylaw changes or information regarding capital

requirements etc. - the owner of the Water Property will be informed via the same mechanisms as any other North Huron water customer

35. It is agreed that this written instrument embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, specifically in relation to the cross-boundary services and that no other understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out in this Agreement.
36. This Agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties hereto.
37. The agreement is limited to a 20-year initial term during which the consumption, terms and conditions will be reviewed. If there is a concern - the Water Property owner will be notified 24 months in advance of the end of the initial term, otherwise the agreement will automatically be renewed for successive 5 year terms, with the same requirement for review and notice.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE
MUNICIPALITY OF NORTH HURON

Neil G. Vincent, Reeve

Sharon Chambers, CAO

We have authority to bind the Corporation.

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL HURON

Jim Ginn, Mayor

Brenda MacIssac, Clerk

We have authority to bind the Corporation.

Schedule "A": The Water Property

Roll Number	Address	P.I.N.	Legal Description	Owner
TBD – MPAC has not processed recent severance or created roll #	Two 911 entrances: 40035 Blyth Road 82974 London Road	41322- 0256(LT)	Part Lot 22, Concession 14 Hullett as in R209161 except Part 1, 22R4936 & except Part 1, 22R5745; and Part Lot 23, Concession 14 Hullett as in R70875 & R81647 except Part 1, 22R6362, Municipality of Central Huron, in the County of Huron.	2363769 Ontario Ltd.

Schedule "B": Water Service Structure

The Water Service Structure servicing the Water Property consists of:

- A 150 mm dia. watermain crossing of Blyth Road.
- Fittings and valves arranged to provide two services; a 150mm diameter complete with 150mm valve shut-off and a 75mm diameter complete with a 75mm valve shut-off located on Blyth Road with valving at the limit of the Water Property

All as shown on Drawing 10F1, County Road 25 Watermain Extension as prepared by R. J. Burnside for the approval of the Township of North Huron.

Schedule “C”: Form 1 – Record of Watermains Authorized as a Future Alteration from the
Township of North Huron

**Schedule "D": Permit from the County of Huron for construction of the Water Service
Structure within Blyth Road (County Road 25)**

**Schedule “E”: A letter of acknowledgement from the owner of the Water Property,
2363769 Ontario Ltd.**

Schedule "E"

(Consider adding letterhead from the Owner of the Water Property)

The undersigned, 2363769 Ontario Ltd. ("Owner") acknowledges that fees and charges as described in the:

Cross-Boundary Service Agreement
between
the Corporation of the Township of North Huron
and
the Corporation of the Municipality of Central Huron
for the provision of water service to the 'Water Property'

including possible future charges for capital improvements to the Drinking Water System, may be levied against the lands described as the 'Water Property' owned by the Owner, pursuant to Section 398 (2) of the Municipal Act, as amended from time to time.

The Owner further acknowledges that notwithstanding any provision contained in the Cross-Boundary Service Agreement referenced above, the Corporation of the Township of North Huron does not guarantee that the supply of water to the Water Property shall be sufficient to satisfy any or all fire suppression requirements for the Water Property arising pursuant to any Site Plan Agreement entered into between the owner of the Water Property and the Corporation of the Municipality of Central Huron.

2363769 ONTARIO LTD.

October 12, 2016

Date

Per: G.R. Steven Sparling

G.R. Steven Sparling

I have the authority to bind the Corporation.

THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 98-2016

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 October 17, 2016, 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 17th day of October, 2016.

READ A THIRD TIME AND FINALLY PASSED this 17th day of October, 2016.

Neil Vincent, Reeve

SEAL

Kathy Adams, Clerk