

MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario N0G 1H0

Tel: 519-887-6137 ext. 21 Fax: 519-887-6424 Email: nmichie@morristorynberry.ca



Nancy Michie
Administrator Clerk-Treasurer

February 7, 2017

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

Attn: Jeff Molenhuis - Director of Public Works

**Re: Request for Water and Sanitary Sewer Services
Park Lots 9,21,24, Peter Street Closed Registered Plan 432**

Please be advised that the Municipality of Morris-Turnberry has received a request from 'Britespan Building Systems' for water and sanitary sewer services for a new development at Park Lots 9, 21-24 and Peter Street Closed –Registered Plan 432, located in the Municipality of Morris-Turnberry.

This property is located in the Industrial Land Strategy area and was included in the study area, but has not been included on the Property Schedule s 'A' and 'B' of the current agreement.

The property is currently owned by 914572 Ontario Limited and proposed to be purchased by Britespan Building Systems.

The following documents are attached for your information and review:

1. *A copy of the current agreement.*
2. *2015 Cross Border Servicing Policy*
3. *Maps of the area.*
4. *Email from owner Rob Stute- for the 914572 Ontario Ltd property- and Mark Heimpel – Consultant for Britespan - requesting services*
5. *Report from Meritech Engineering*
6. *Site Plan Concept February 3, 2017- showing easement for services from North Street*
7. *Dale Erb – BM Ross email in regards to capacity*
8. *Planning Comments January 17, 2017*

Dale Erb has commented on the capacity for the services in his December 6, 2016 email, as attached, and has stated that:

1. Sanitary Capacity - we would anticipate that the area can be accommodated in the downstream sewage system;
2. Water- There should be no concerns with supply for the proposed development.

At the one development meeting, it was determined that Dale Erb will work with Jeff Molenhuis to prepare the recommendation for the North Huron Council for the servicing request.

Please review this proposal and proceed to review with the North Huron Council.

Should the Council of the Township of North Huron be in agreement to add Park Lots 9,21,24, Peter Street Closed Registered Plan 432 , to the agreement, we would like to proceed as soon as possible to amend the Cross Border Servicing agreements to include this property for water and sanitary sewer services.

Thank you.

Yours truly,



Nancy Michie

Cc: Sharon Chambers CAO
Susanna Reid - Huron County Planner
Dale Erb- BM Ross and Associates Limited



THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 55 -2014

BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY AND THE CORPORATION OF THE TOWNSHIP OF NORTH HURON, REGARDING THE SUPPLY OF WATER and SEWER SERVICES, TO OWNERS OR OCCUPANTS OF LAND BEYOND THE LIMIT OF THE MUNICIPALITY OF THE MUNICIPALITY OF MORRIS-TURNBERRY

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS, the Council of the Municipality of Morris-Turnberry is agreeable to enter into an Agreement with the Township of North Huron, to have water and sewer service supplied to the owners or occupants of land beyond the limits of the municipality in the Municipality of Morris-Turnberry;

NOW THEREFORE, the Council of the Municipality of Morris-Turnberry enacts as follows:

- 1.0 That the Municipality of Morris-Turnberry enter into an agreement to receive water and sewer service for the owners or occupants of land on the edge of the Town of Wingham, located in the Township of North Huron;
- 2.0 That the Mayor and Clerk be authorized to sign the agreement as attached as Schedule 'A';
- 3.0 That By-law No. 79-2010 passed under the authority of this Act on the 16th day of November, 2010, is hereby rescinded and repealed; and that By-law No. 7-1999 passed under the authority of this Act on the 2nd day of March, 1999, is hereby rescinded and repealed
- 4.0 This By-law shall come into full force and effect upon its final passage;
- 5.0 This By-law may be cited as the " The Cross- Border Servicing Agreement By-law ".

Read a first, second, and third time and finally passed this 2nd day of September, 2014.

 Mayor, Paul Gowing

 Clerk, Nancy Michie



CROSS-BORDER SERVICING AGREEMENT

THIS AGREEMENT dated this 2nd day of September, 2014.

BETWEEN:

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

OF THE FIRST PART

– and –

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

OF THE SECOND PART

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

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

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

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

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

GENERAL TERMS OF SERVICING

1. Attached hereto as Schedule "A" is a list of properties located within Morris-Turnberry which shall be serviced with potable water provided by North Huron during the term of this Agreement (the "Water Properties").
2. Attached hereto as Schedule "B" is a list of properties located within Morris-Turnberry which shall be serviced with wastewater services provided by North Huron during the term of this Agreement (the "Sanitary Sewer Properties").
3. Attached hereto as Schedule "D" and "E" is Township of North Huron Application for Water and Sewer Service. These applications must be completed by the applicant and submitted to the North Huron Utilities Department as part of the process to connect to the water and sewer systems.
4. The parties hereby acknowledge and agree that the Water Properties and the Sanitary Sewer Properties shall only be serviced by North Huron provided there is sufficient capacity available to North Huron to first meet the needs of its own residents.
5. The provision of potable water and sanitary sewer services to the Water Properties and the Sanitary Sewer Properties shall not be construed to mean that North Huron will support and/or provide these or other municipal services to any other lands that are not subject to a municipal servicing agreement approved by North Huron, now or in the future.
6. The Services, installed to the property line and including the water meter, shall remain in the ownership of North Huron and all maintenance, repairs, alterations and replacement of the Services shall be carried out by North Huron or its agents to North Huron's sole satisfaction.
7. North Huron and Morris-Turnberry agree that the Capacity Assignment listed on Schedules "A" & "B" will be reviewed at least once during the term of the agreement.

WATER SERVICING

8. The parties agree that the municipal water Services extended from North Huron to the Water Properties pursuant to this Agreement shall only be used to service the Water Properties within the volumes assigned in Schedule "A" during the term of this Agreement unless otherwise permitted by North Huron in writing. Without limiting the generality of the foregoing, no additional connections or capacity shall be made to the Services without North Huron's prior written consent, which may be withheld in its sole discretion.
9. Morris-Turnberry shall ensure that all Water Properties have an installed water meter supplied by North Huron.
10. North Huron shall be responsible for the maintenance, repairs and replacement of the municipal water Services, pursuant to this agreement, on public lands or easements within both North Huron and Morris-Turnberry, and Morris-Turnberry hereby grants to North Huron the irrevocable right in the nature of an easement to enter on, over, into and under such lands for such purposes.

11. North Huron may, at North Huron's expense, conduct periodic watermain leak detection on the water service infrastructure, pursuant to this agreement, within Morris-Turnberry's boundaries. If the leak detection levels are of concern to North Huron, Morris-Turnberry shall initiate a watermain repair program, at Morris-Turnberry's expense, for the water services located on public lands within Morris-Turnberry and water services located within easements in favour of Morris-Turnberry within a reasonable period of time. Any dispute between the parties as to the leak detection levels and/or the necessity to undertake a watermain repair program shall be resolved by an independent third party consulting engineer collectively retained and mutually agreed upon and paid for by the parties, and the decision of the third party consulting engineer shall be binding on the parties.
12. The parties agree that there shall be no private wells allowed to be cross-connected with the municipal water Services system or to discharge to the municipal sanitary Services without the prior written approval of both North Huron and Morris-Turnberry.
13. The parties agree that water Services under this Agreement shall be designed to prevent the backflow of non-potable or contaminated water into the municipal water Services.

SANITARY SEWER SERVICING

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

FINANCIAL

18. The Council of North Huron shall set the water service rates and the sewage service rates for users outside the boundaries of North Huron. The parties agree that the current rates for such services are set out on the attached Schedule "C". North Huron shall have the authority to amend the water service rates and/or the sewage service rates from time to time, without notice and in its sole discretion, provided that rates for users outside the boundaries of North Huron shall not exceed 150% of the rates paid by similar users within the boundaries of North Huron.
19. North Huron agrees to read and maintain the water meters and all related water supply and sewage collection facilities constructed to serve the Water Properties and the Sanitary Sewer Properties.
20. Morris-Turnberry shall collect from the owners and/or tenants of the Water Properties and the Sanitary Sewer Properties their proportionate share of the water service rates and the sewage service rates. Morris-Turnberry shall pay to North Huron, within thirty (30) days of receipt of an invoice from North Huron, the full amount of the outstanding water service rates and sewage service rates owing for the applicable period regardless of whether or not Morris-Turnberry has been able to collect the proportionate share from the end-user. Any delay in payment shall result in penalty charges and interest accruing consistent with North Huron's standard practice for overdue utility accounts.
21. Morris-Turnberry agrees to pay to North Huron its proportionate share of the replacement cost of water and sanitary sewage Services incurred by North Huron which is attributable to the increased volume and use required to service the Water Properties and the Sanitary Sewer Properties. The replacement cost shall be calculated as per the Capital Charge or Infrastructure Recovery Fee set out in Schedule "C" to this Agreement. North Huron shall have the authority to amend the Capital Charge or Infrastructure Recovery Fee from time to time, without notice and in its sole discretion, based on the opinion of a duly qualified professional engineer.
22. Morris-Turnberry agrees to pay to North Huron a Hydrant Charge as set out in Schedule "C".
23. The cost to install water and/or sewage services shall be based on the actual cost to install the service to the property line of the Water Property or the Sanitary Sewer Property, as the case may be, as per the Connection Charge as set out in Schedule "C" to this Agreement. The Charge or Fee shall be recoverable from Morris-Turnberry by North Huron in the same manner as the water service rates and the sewage service rates.
24. Morris-Turnberry shall reimburse North Huron for its cost of preparing this Agreement.

GENERAL

25. Morris-Turnberry shall adopt and enforce a sewer use by-law for the control of discharges to municipal sewers that contains the same provisions and is consistent with By-law No. 37-2004 of North Huron. In the event By-law No. 37-2004 is amended or replaced, Morris-Turnberry shall as soon as practicable amend or replace its sewer use by-law to ensure the by-laws remain

consistent. Morris-Turnberry shall provide a copy of its most current sewer use by-law to North Huron.

26. Morris-Turnberry shall indemnify and hold harmless North Huron from and against any and all actions, causes of action, suits, claims, demands and costs of any nature or kind whatsoever arising under or in way related to this Agreement or the Services, unless such costs are due solely to the negligence of North Huron.
27. All disputes relating to this Agreement shall be resolved by arbitration in accordance with the following procedure:
 - (a) the party wishing to commence the arbitration process shall give written notice to the other party advising that it is exercising its right to submit the issue in dispute to arbitration by a single arbitrator (the "Arbitrator") and providing the names of three (3) potential Arbitrators who are acceptable to it;
 - (b) within ten (10) days of receipt by the other party of the notice referenced in subsection 27(a), the parties shall agree upon an Arbitrator, either one named in such notice or otherwise, failing which either party may seek the appointment of an Arbitrator by a judge of the Superior Court of Justice (Ontario);
 - (c) the arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991* or its successor legislation as the case may be; and
 - (d) the Arbitrator's award shall be in writing, shall state the reasons for the award, may include an award of costs (including reasonable legal fees and disbursements and fees and expenses of the Arbitrator) and shall be binding on the parties.
28. In the event of an occurrence of an unauthorized connection or alteration to the Services, or the extension of water services and/or sanitary sewer services to any property not set out in Schedules "A" or "B" to this Agreement, North Huron shall have the authority to immediately terminate the provision of water services and/or sanitary sewer services to the Water Properties and/or the Sanitary Sewer Properties.
29. This Agreement shall run for a term of five (5) years from the date first written above at which time, subject to the terms hereof and unless either party provides notice in writing to the contrary at least one (1) year in advance of the first or any subsequent termination date, the agreement will be automatically renewed for successive periods of five (5) years. The parties hereto agree that this Agreement may not be amended except with the mutual written consent of both parties. Any written notice or account under this Agreement shall be deemed properly given if either mailed or delivered by facsimile to the parties at the addresses as follows:
 - (a) To North Huron:

The Corporation of the Township of North Huron,
PO Box 90,
274 Josephine Street,
WINGHAM, ON N0G 2W0

Attn: Kathy Adams, Director of Corporate Services, Deputy Clerk
 Fax: 519.357.1110

(b) To Morris-Turnberry:

The Corporation of the Municipality of Morris-Turnberry
 41342 Morris Road,
 PO Box 310,
 BRUSSELS, ON N0G 1H0
 Attn: Nancy Michie, Administrator Clerk-Treasurer
 Fax: 519.887.6424

30. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
31. This Agreement supersedes all former agreements passed under the authority of the Municipal Act and hereby replaces and revokes By-Law No. 58-2010 of the Township of North Huron and By-law No. 79-2010 of the Municipality of Morris-Turnberry; and By-Law No. 2445 (1999) of the Town of Wingham and By-Law No 7 (1999) of the Township of Turnberry.
32. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. This Agreement may also be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes. Any party delivering this Agreement by facsimile or pdf, shall forthwith deliver originally executed copies to the other party hereto.

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

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

Per:

Neil Vincent

Neil Vincent
 Reeve

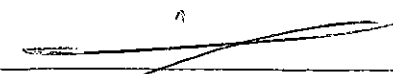
Per:

Kathy Adams

Kathy Adams
 Director of Corporate Services,
 Deputy Clerk


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

Per:



Paul Gowing
Mayor

Per:



Nancy Michle
Administrator Clerk-Treasurer

SCHEDULE "A"
WATER PROPERTIES

<u>Roll Number</u>	<u>Owner</u>	<u>Property Description</u>	<u>Capacity Assignment</u> <u>(m³/day)</u>
1. 40 60 540 001 00805	Joe Kerr Ltd.	Con 1 Pt Lot 7 As RP 22R-2829 Part 1	2
2. 40 60 540 001 00900	Leslie Motors Ltd.	Con 1 Pt Npt Lot 7 and 8 as RP 22R2829 Part 3	2
3. 40 60 540 001 00905	MW Simpson Construction Ltd	Concession 1 Part Lot 8, Morris, as RP 22R 1196, Part 2	To be established
4. 40 60 540 001 00940	Wescast Industries Inc.	Con 1 Pt Lots 7, 8, 9, 10 AS RP 22R4246 Parts 1 & 2	654
5. 40 60 490 001 00450	Pioneer Hi-Bred Production LP	Con 1 Pt Lots 7,8 Turnberry	2
6. 40 60 490 001 00501	Municipality of Morris- Turnberry	Con 1 S Pt Lot 9 Turnberry Central School	7.5
7. 40 60 490 020 07400	Royal Homes Limited	Plan 410 Park Pt Lot 26 S of RR as RP 22R2467 Part 3	1
8. 40 60 490 020 07700	Royal Homes Limited	Plan 410 Park Lot 27 & 28 Pt Park Lot 26 as RP 22R2467	1
9. 40 60 490 020 07900	Green's Meat Market & Abattoir Ltd.	Plan 410 Pt Park Lot 30 and RP 22R4063 Part 1	To be established
10. 40 60 490 023 00125	1822007 Ontario Inc. 'Britespan'	Plan 432 Lot 17 Part Lot 18 as 22R2824 Part 5	5
11. 40 60 490 023 00300	Kenneth J. VanderWoude Wendy VanderWoude	Plan 432 Lot 14	1
12. 40 60 490 023 00400	Peter Stacey	Plan 432 Pt Park Lot 13	1
13. 40 60 490 023 00500	Bradley Van Niekert	Plan 432 Pt Park Lot 12, 13 As RP 22R1807 Part 1	1
14. 40 60 490 023 00600	Terese Gebhardt	Plan 432 Pt Lot 12	1
15. 40 60 490 023 00700	Johannes and Annaluise Weigand	Plan 432 Pt Lot 11 Pt Lot 12	1
16. 40 60 490 023 00860	914572 Ontario Ltd. C/O Rob Stute	Plan 432 SE Pt Lots 15,16 63 North St W	1
17. 40 60 490 023 01500	J E Hodgins Lumber	Con 8 Pt Lot 24 including RP 22R 366 Part 1	1
18. 40 60 490 023 01600	Jake and Annie Kikkert	Plan 432 Park Lot 10, Pt Park Lots 11, 12, 13	1
19. 40 60 490 023 99800	Municipality of Morris- Turnberry	Con 8 Pt Lots 22, 23,24 Con 9 Pt Lot 9 Former CPR lands	1

SCHEDULE "B"**SANITARY SEWER PROPERTIES**

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

15. 40 60 490 023 02601	Mac Gowan Nursing Homes Ltd.	Con 8 Pt Lot 23 and RP 22R727 Parts 1, 2, & 3	Equivalent of 25 homes

SCHEDULE “C”
CROSS-BORDER SERVICING RATES

1. Water Rate

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

Municipality of Morris-Turnberry costs will be:

Consumption Costs:

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

Residential/Small Commercial Costs/Institutional per premises – Monthly

\$12.50 X 1.5 = \$18.75, and

\$.84 X 1.5 = \$ 1.26 per cubic metre, and

\$10.00 capital reserve.

(Based on current Township of North Huron water rates)

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

\$12.50 X 1.5 = \$18.75, and

\$.49 X 1.5 = \$.735 per cubic metre, and

\$10.00 capital reserve per inch of service (10 inch service = \$100 capital reserve)

(Based on current Township of North Huron water rates)

Capital Charge or Infrastructure Recovery Fee:

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

Connection Charge:

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

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

Hydrant Charge:

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

2. Sewer Rate

Residential Rates:

The monthly sewage rate for authorized Morris-Turnberry sanitary sewer connections shall be at 1.5 times the standard residential North Huron sewer rate (currently $\$20.75 \times 1.5 = \31.13), plus 100% of the normal North Huron capital reserve rate.

Capital Reserve:

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

Capital Charge or Infrastructure Recovery Fee:

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

Commercial, Institutional and Industrial Rates:

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

Connection Charge:

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

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


Sewage Rates for Wescast Industries

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

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

Sewage Rates for MacGowan Nursing Home

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

	Township of North Huron	
	Section: Utilities	Policy number: 2015-01
	Sub-section:	Effective Date: July 2, 2015
	Subject: Cross Border Servicing Policy	Revision Date: Prepared By: SC

1) **Purpose:**

- a. To establish a fair and equitable process for handling requests from adjacent municipalities to provide water and sanitary sewer services to properties outside of the Township of North Huron.
- b. To ensure that the Township of North Huron water and wastewater systems are adequately compensated for capacity being assigned to users located outside of the Township borders.
- c. To ensure that new development achieved as a result of cross border servicing is financially beneficial to both the receiving municipality and the Township of North Huron.

2) **Policy Statement:** The Township of North Huron is interested in working with neighbouring municipalities to support economic development in the region. The provision of water and sanitary sewer services to properties outside of the municipality is one way the Township can help to facilitate development that creates jobs.

Where development is proposed in an abutting municipality, the Township of North Huron will consider providing water and sanitary sewer services, where feasible, on properties suitably zoned for the proposed uses. In exchange for services, the Township of North Huron's requirements are as follows;

3) **Cross Border Servicing Agreement:** The receiving municipality shall enter into a Cross Border Servicing Agreement in the form required by the Township of North Huron. Agreements may be for multiple properties, or may be negotiated on a case by case basis for individual properties and developments, at the discretion of the Township of North Huron.

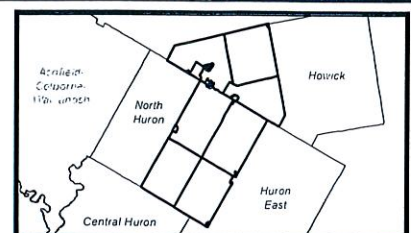
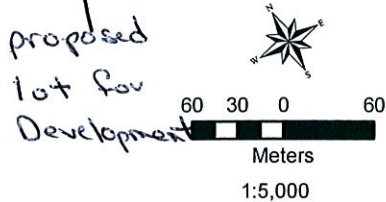
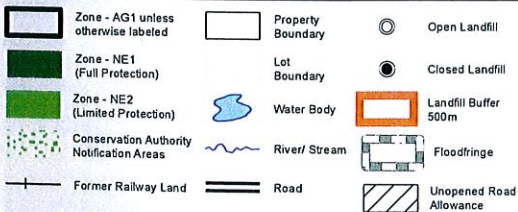
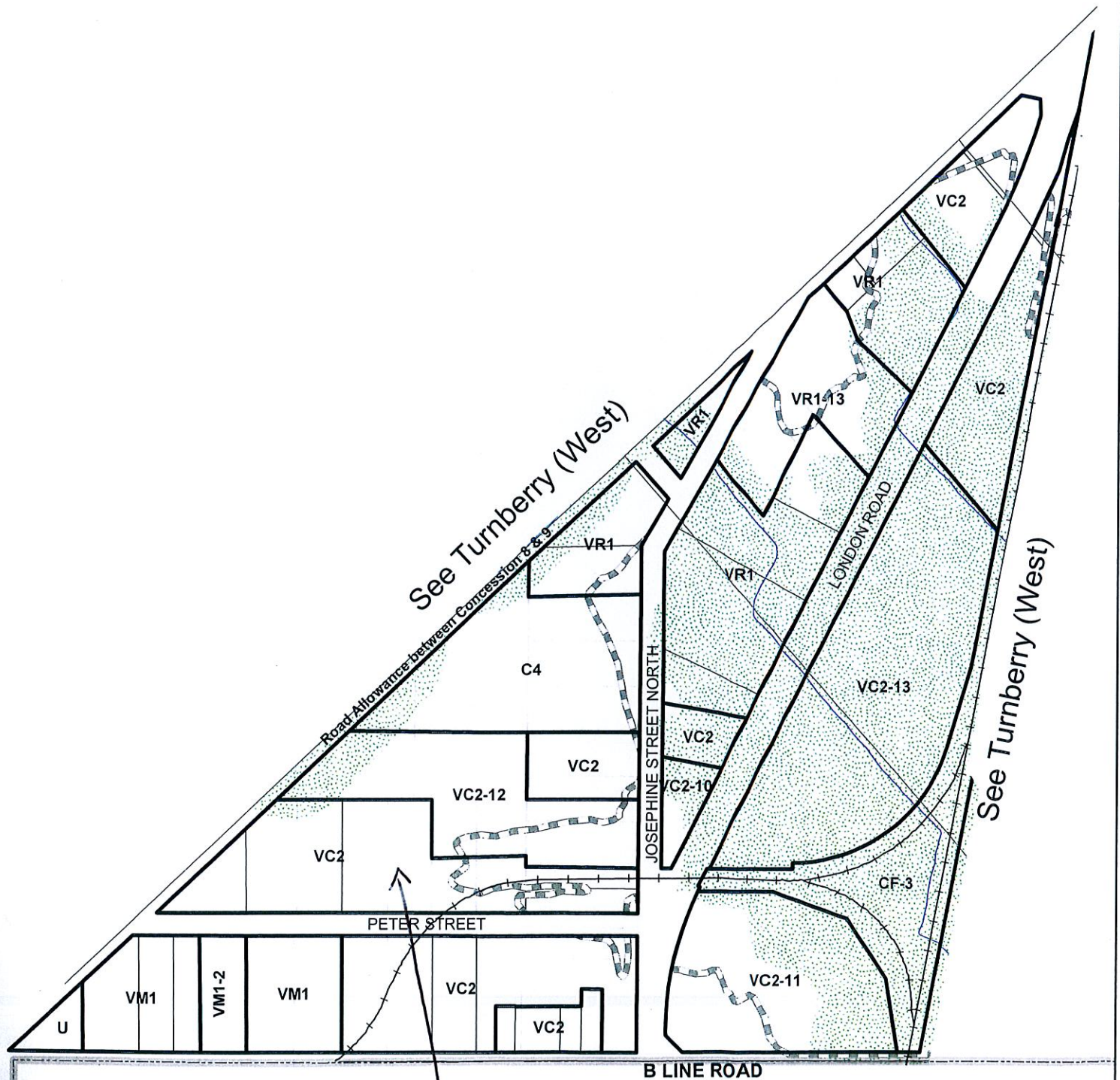
The Cross Border Servicing Agreement shall include, but not be limited to the following;

- a. Provisions outlining the financial contributions required by North Huron from the receiving municipality to extend the services, including;
 - i. An Infrastructure Recovery Fee (IRF) for each property in the receiving municipality that will receive water service. The IRF will be calculated based on the capacity being allocated to each property (Capacity Assignment) in the receiving municipality. The IRF is intended to compensate the Township of North Huron fully for the Capacity Assignment. The IRF shall be subject to change from time to time, based on engineering reviews which may be initiated by the Township of North Huron.

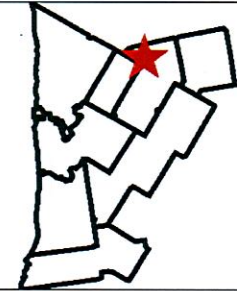
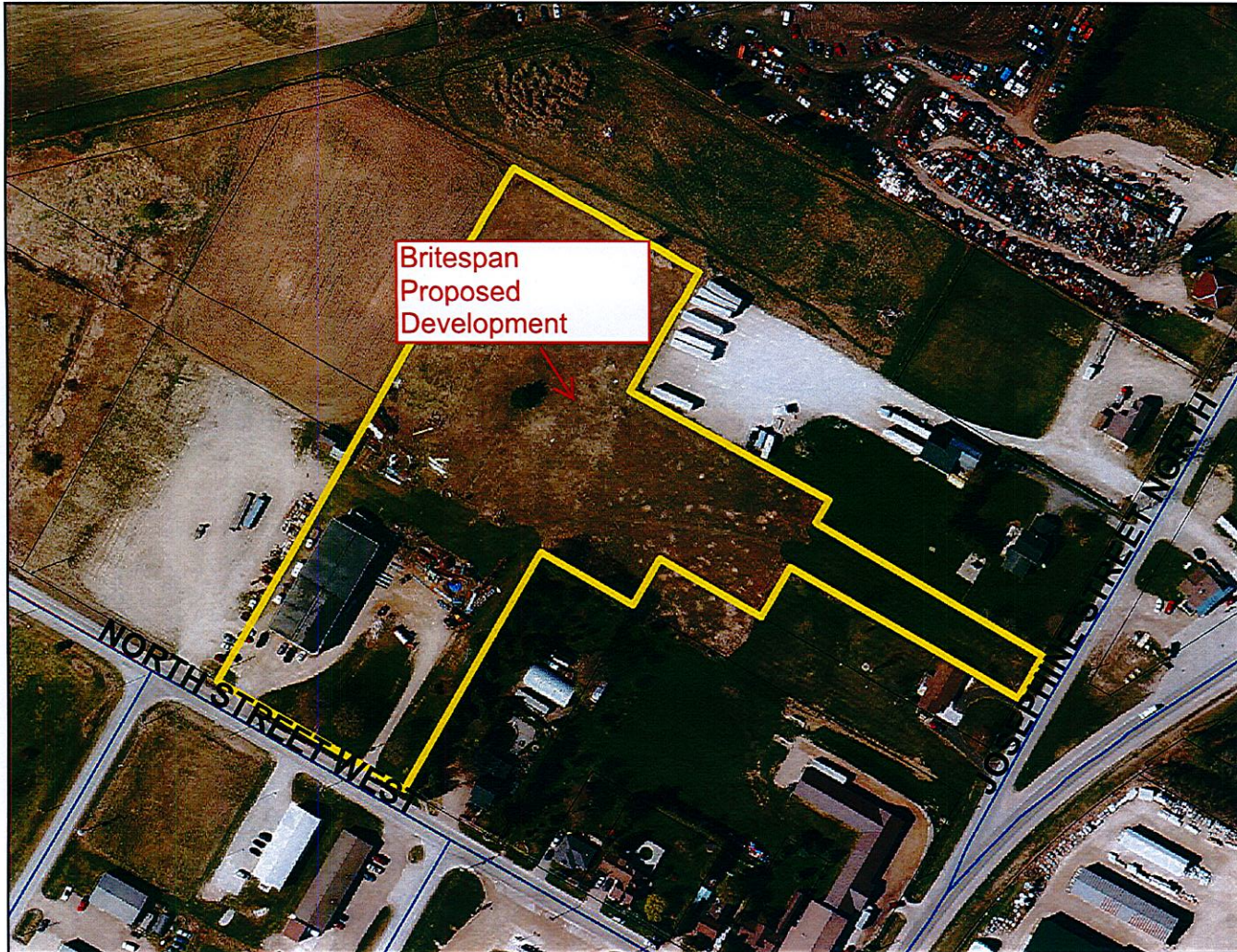
- ii. An Infrastructure Recovery Fee (IRF) for each property in the receiving municipality that will receive sewer service. The IRF will be calculated based on the Capacity Assignment for each property in the receiving municipality. The IRF is intended to compensate the Township of North Huron fully for the capacity being assigned. The IRF shall be subject to change from time to time, based on engineering reviews which may be initiated by the Township of North Huron.
 - iii. Full cost recovery for the installation of water and/or sewer services to the property line of the receiving property, based on the actual cost to install the services.
 - iv. Recovery of any other capital costs or professional fees that may be required to service a particular development.
 - v. Recovery of the cost of preparing the Cross Border Servicing Agreement.
- b. Provisions outlining the ongoing operating fees and reserve contributions that will be assessed by North Huron to the receiving properties, including, but not limited to;
 - i. Monthly water and sewer operating fees shall be charged at the “Out of Township Boundary” rate established in the most recent version of the Township of North Huron Fee By-law. Operating fees shall be subject to change from time to time based on periodic rate studies which may be undertaken by the Township of North Huron.
 - ii. Monthly reserve contributions for both water and sewer services shall be charged at the “Out of Township Boundary” rate established in the most recent version of the Township of North Huron Fee By-law. Reserve contributions are subject to change from time to time, based on periodic rate studies which may be undertaken by the Township of North Huron.
- c. Provisions which recognize ongoing partnership between the receiving municipality and the Township of North Huron, including;
 - i. A requirement for the receiving municipality to contribute annually to other Township of North Huron services or programs which may include but not be limited to recreation, cemeteries, libraries, day care centres, airport, economic development, etc., as mutually agreed by the Parties; and/or,
 - ii. A requirement for the receiving municipality to share taxation revenue resulting from the proposed development, as mutually agreed by the Parties; and/or,
 - iii. Other financial contributions, as mutually agreed by the Parties.

- 4) **Mediation:** In order to facilitate and expedite the negotiation of a Cross Border Servicing Agreement, the Township of North Huron and the receiving municipality may mutually agree to hire a neutral third party to mediate the process. The cost of the mediation shall be at the expense of the receiving municipality, unless otherwise agreed by the Township of North Huron.
- 5) **Pre-Agreement Costs:** In some cases, the Township of North Huron may incur engineering, consulting or other professional costs associated with investigating the adequacy of North Huron water and sanitary sewer systems to service a particular development prior to striking a CBSA with the receiving municipality. The Township of North Huron shall require agreement from the receiving municipality to cover the cost of such investigation prior to proceeding with the work.
- 6) **Proviso:** This Cross Border Servicing Policy provides a general summary of the Township of North Huron's requirements for municipalities seeking to obtain water and sanitary sewer services from the Township. Notwithstanding any of the provisions set out in this Policy, the Township of North Huron shall reserve the right to negotiate any other conditions within Cross Border Servicing Agreements, at their sole discretion.

REVISION DATE October 21, 2014



Britespan



Legend

- HC_Lower_Tier
- MTu_Assessment
- RoadsPUBLICMar182014
- huron_cty_boundary
- Huron2010_DVD.sid

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Map center: 475444, 4860643



Scale: 1:2,500

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Nancy Michie

From: Rob Stute <rstute@maitlandwelding.com>
Sent: Thursday, February 02, 2017 4:11 PM
To: 'Heimpel Design'; Nancy Michie; 'Susanna Reid'
Cc: 'Ben Hogervorst'; 'Christopher Togerez'
Subject: RE: Proposed BriteSpan Fabric Facility, Josephine St Wingham - FORMAL REQUEST FOR SERVICES FROM NORTH STREET

Hello all, the Maitland Welding Property has been referenced as 47 North street and in fact it is 63 North street.

From: Heimpel Design [mailto:heimpeldesign@gmail.com]
Sent: Thursday, February 02, 2017 11:44 AM
To: Nancy Michie <nmichie@morristurnberry.ca>; Susanna Reid <sreid@huroncounty.ca>
Cc: Ben Hogervorst <bhogervorst@britespanbuildings.com>; Rob Stute (rstute@maitlandwelding.com) <rstute@maitlandwelding.com>; Christopher Togerez <christophert@meritech.ca>
Subject: Proposed BriteSpan Fabric Facility, Josephine St Wingham - FORMAL REQUEST FOR SERVICES FROM NORTH STREET

Hello Nancy:

On Behalf of Britespan Building Systems, please accept this email and attachments as a formal request for connection to services on North Street to serve the above noted property/development.

A 9 meter wide easement is proposed on Maitland Welding lands from North Street to south limits of subject property. The proposed easement is for hydro, Internet, natural gas, water and sanitary sewer services.

In support of this request please find attached:

- Report prepared by Meritech Engineering confirming proposed services size and location, demands and flows, proposed easement size/configuration, etc.
- Overall site plan concept (Jan 27 2017) showing subject property and proposed services easement location/configuration.

Thank you

Mark Heimpel
Heimpel Design Inc.
519-497-4561
heimpeldesign@gmail.com

Please note the following email addresses are no longer active:

heimpel.design@rogers.blackberry.net
mheimpel@rogers.com

Only the Gmail address above is active.



February 2, 2017

Britespan Building Systems
37651 Amberly Road
Lucknow, ON N0G 2H0

Attention: Ben Hogervorst
Owner

Dear Mr. Hogervorst,

**Re: Servicing Easement & Capacity Allocation Request
BriteSpan Lot 2, Josephine Street, Wingham
Municipality of Morris-Turnberry**

This letter is in support of the various planning approvals such as an Official Plan Amendment, Zoning By-law Amendment and the Severance Application submitted for the above referenced site.

As you are aware, the proposed 9m-wide easement along the east side of the existing industrial property at 47 North Street is for hydro, natural gas, sanitary sewerage and municipal water supply. The easement is required because municipal services are not present on Josephine Street along the site's frontage. We have reviewed the depths of the water and sanitary services, as well as the required horizontal separations for utilities, to confirm that a 9m wide easement is sufficient.

As described by Mr. Dale Erb in the attached correspondence, dated December 6, 2016, the water demands and subsequent sanitary sewerage flows are anticipated to be low. We have confirmed by reviewing the last 12 months of water billing records for the existing BriteSpan facility that the average water usage is 14.8 L/day/employee for an average of 27 employees. This gives an estimated average monthly demand for the new facility, for six employees, of 2.7m³.

To estimate the peak flow for the proposed service sizing, we have used Ontario Building Code (OBC) methodology. The peak flow for the existing plant by OBC calculations is 2L/s; refer to the attached hand calculations. The estimated peak sanitary sewerage flow by OBC is anticipated to be 0.5L/s – 2L/s for the proposed facility, assuming fewer or similar washroom facilities as the existing plant. This range of potential peak sanitary flows is able to be conveyed in a 100mm diameter service. In order to minimize the number of cleanouts, a 150mm service is proposed to North Street West. The anticipated peak flow of 0.7L/s shown in the sewer design sheet represents an additional flow to the existing 200mm diameter sewer in North Street West of approximately 3% of its capacity.

WWW.MERITECH.CA

It is our opinion that the 9m easement is sufficient for the proposed servicing, and we request that approval agencies approve this allocation request in support of the planning and Site Plan applications.

Yours very truly,

MERITECH ENGINEERING

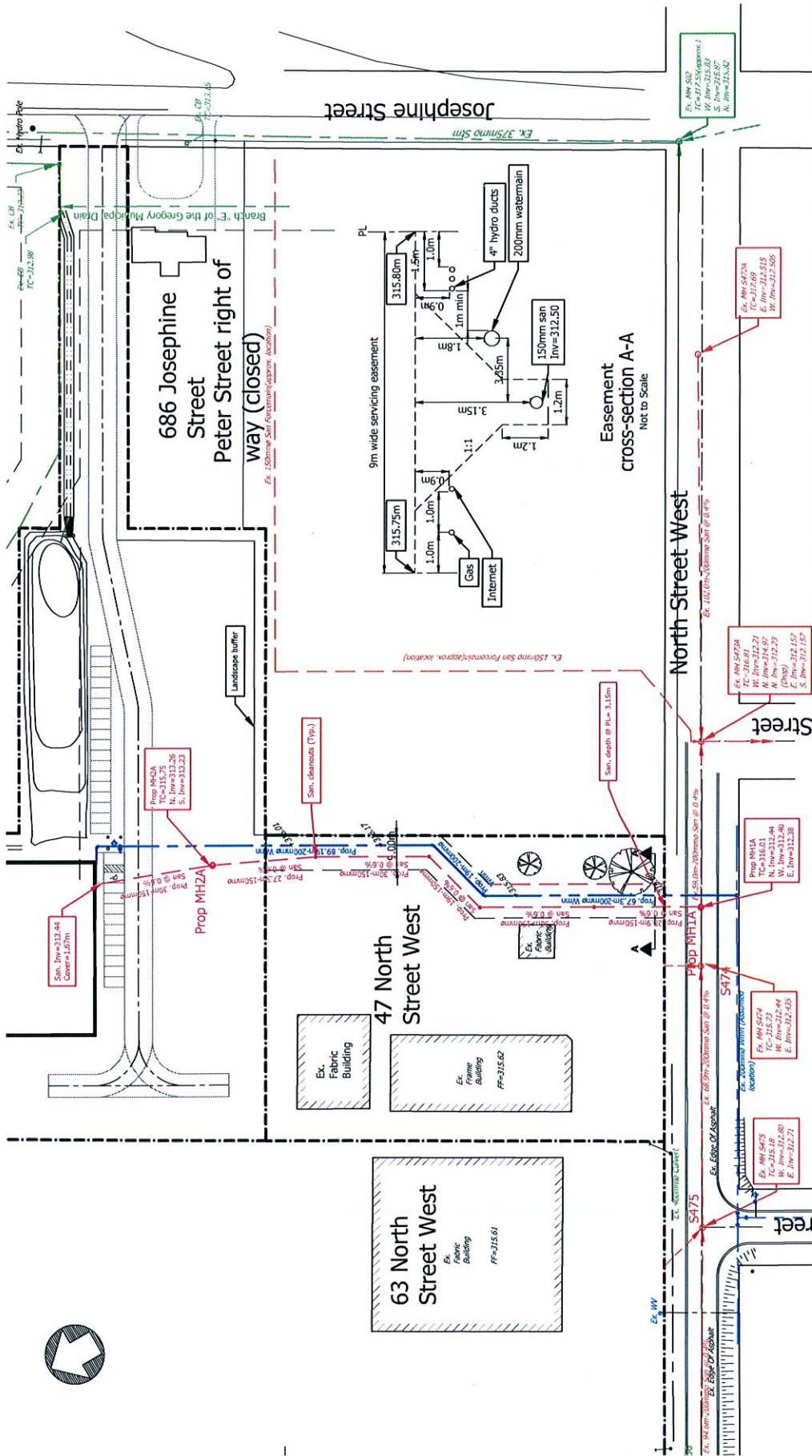


Chris Togeretz, P.Eng.
Project Engineer

cht/

Enclosures ("Site Servicing (Lot 2)" figure dated Feb.1, 2017; Correspondence dated Dec. 6, 2016, Sanitary Sewer Design Sheet, Wastewater Outlet Sizing hand calculations)

cc Mr. Rob Stute, Maitland Welding
Mr. Mark Heimpel, Heimpel Design Inc.



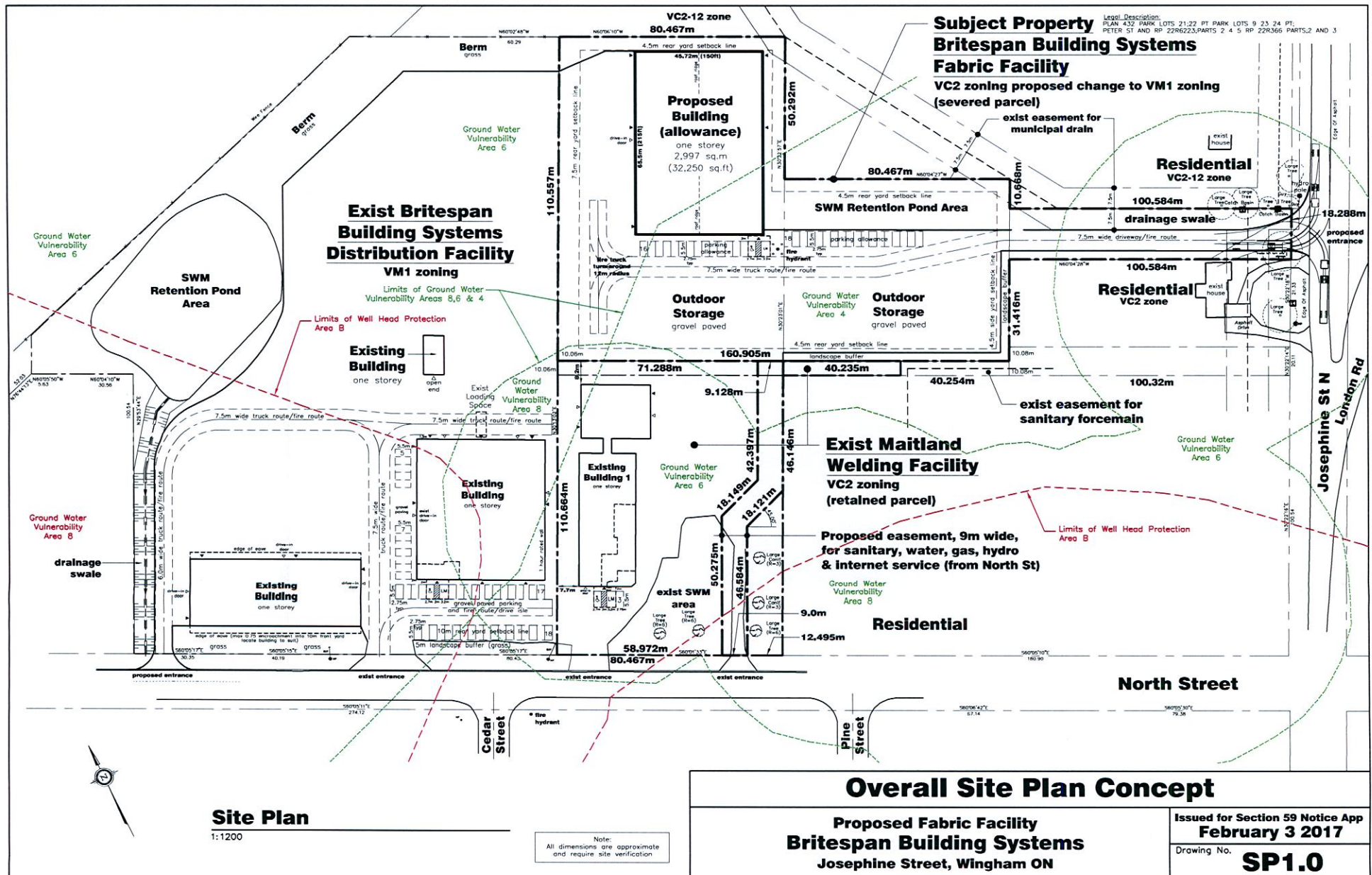
MERITECH
 engineering

1315 Bishop Street North, Suite 202 Cambridge
 T 519.623.1140 F 519.623.7394 www.meritech.ca

DRAWING:

Site Servicing (Lot 2)
 BriteSpan Lands - Josephine Street

DRAWN BY: JSD	CHECKED BY: CHT	SCALE: 1:1000
FILE NAME: 4186.dwg	DATE: Feb 1, 2017	Figure 1



Nancy Michie

From: Dale Erb <derb@bmross.net>
Sent: Monday, January 16, 2017 4:37 PM
To: Rob Stute (rstute@maitlandwelding.com)
Cc: Nancy Michie; Susanna Reid; Christopher Togerez; Jeff Molenhuis
Subject: FW: Site Survey, Britespan proposal-- North of Wingham
Attachments: 07247-North Street-AR.pdf

Hi Rob:

As per our meeting from the other, I am providing you with our email with respect to sewage/water demands. As noted, it is understood that you will have your engineer provide calculations related to what the anticipated demands (water/sanitary) will be from the site.

Regards,

Dale.

From: Dale Erb [mailto:derb@bmross.net]
Sent: Tuesday, December 6, 2016 8:31
To: Susanna Reid <sreid@huroncounty.ca>
Cc: Rob Stute (rstute@maitlandwelding.com) <rstute@maitlandwelding.com>; Nancy Michie <nmichie@morristurnberry.ca>; Kirk Livingston <klivingston@morristurnberry.ca>; Jeff Molenhuis <JMolenhuis@northhuron.ca>; Erin Gouthro (egouthro@mvca.on.ca) <egouthro@mvca.on.ca>; Mark Heimpel Design (heimpeldesign@gmail.com) <heimpeldesign@gmail.com>; Ben Hogervorst <bhogervorst@britespanbuildings.com>
Subject: RE: Site Survey, Britespan proposal-- North of Wingham

As per our meeting yesterday afternoon we noted that we would respond with respect to the following:

- Sanitary Capacity:
Based on our review of the sanitary sewage system for the North Wingham area, completed in August 2015, there was at that time 5.0 L/s of available capacity in the system for new development in Morris-Turnberry. As noted in the meeting, the proposed industry is expected to be a low water user. Based on record information from 2014, most industrial users (apart from Westcast) have peak water demands less than 0.1 L/s. Assuming that the proposed development will have similar peak demands, and recognizing that there are commitments along Arthur Street and the vacant lots south of North Street, we would anticipate that the area can be accommodated in the downstream sewage system.
- Water:
It is understood that the building will be designed to eliminate any sprinkler requirements under the building code. In this regard, there should be no concerns with supply for the proposed development.
- General:
It was discussed that both water and sanitary services would need to be extended within an appropriately sized easement from North Street. We have attached the as-recorded drawings from the North Street project which may be useful in determining the limits of gravity service for the property in question.

Please review the above and let us know if you have any questions.

Regards,

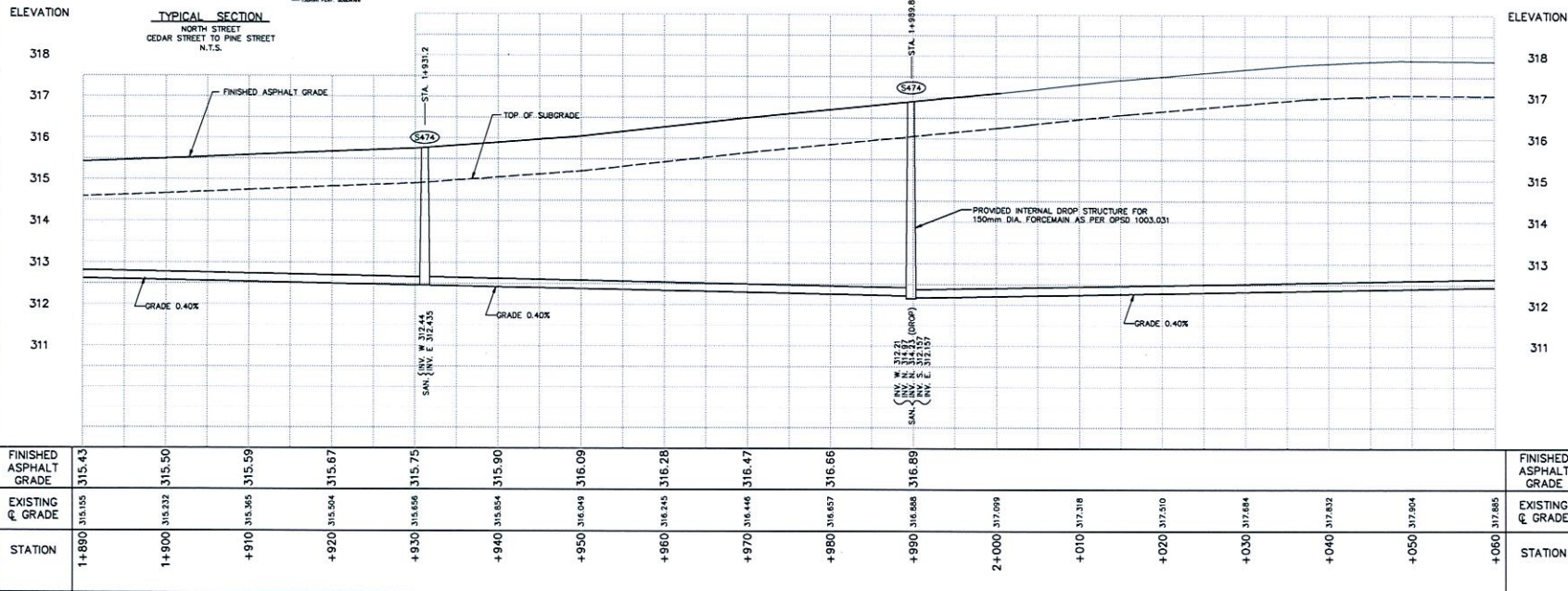
Dale.

Dale Erb, P. Eng
B. M. Ross and Associates Limited
Engineers and Planners
62 North Street
Goderich, ON N7A 2T4

Ph: (519) 524-2641
Fax: (519) 524-4403
derb@bmross.net
www.bmross.net

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NOTE

BENCHMARK INFORMATION
B.M. Elev. 317.887
CST nail and flag in east face of HP at north west corner of Josephine St. and North St. West

BENCHMARK INFORMATION
B.M. Elev. 317.427
CST nail and flag in north face of HP at south east corner of Pine St. and North St. West

BENCHMARK INFORMATION
B.M. Elev. 317.427
CST nail and flag in north face of HP at south east
corner of Pine St. and North St. West

Design By: T.L.H. Checked By: D.L.A.

AS RECORDED
The information on this record drawing is believed to be reliable, however it may be based, in part, upon information provided by others, which can not be verified by B.M. Ross and Associates Limited. Those relying on this record drawing are advised to obtain additional verification of its accuracy before applying it for any purpose.
January 11, 2013

No.	DATE	REVISION
1	Feb. 15, 2010	Preliminary Design
2	Jan. 18, 2011	Revised Drawings
3	March 12, 2012	Issued for Tender
4	Jan. 11, 2013	As Recorded



Geddesville (518) 524-2641	Mount Forest (518) 223-2445
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**Township of
North Huron
(Wingham)
North Street**

Plan and Profile from
Sta. 1+890 to Sta. 2+060

Contract No. 07247-2	Project No. 12010
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<p>Scale</p> <p>Horizontal : 1:250</p> <p>Vertical : 1:50</p>	<p>Drawing No.</p> <p>9 of 15</p>
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PLANNING & DEVELOPMENT

57 Napier Street, Goderich, Ontario N7A 1W2 CANADA

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

www.huroncounty.ca

To: Mark Heimpel, Heimpel Design Inc.
Rob Stute, Maitland Welding
Ben Hogervorst, Britespan Welding

From: Susanna Reid, Planner

Re: Planning comments Britespan development
Plan 432 Park Lots 21; 22 Pt Park Lots 9 23 24 Pt; Peter Street and RP 22R6223; Parts
2 4 5 RP 22R366 Parts; 2 and 3

Date: January 17 2017

This property is designated Commercial Area in the Morris-Turnberry Official Plan, and zoned VC2 (Village Commercial Highway) in the Morris-Turnberry Zoning By-law.

Consent application

As discussed, a consent application is required to separate the Maitland Welding property, from the property to be developed (Plan 432 Park Lots 21; 22 Pt Park Lots 9 23 24 Pt; Peter Street and RP 22R6223; Parts 2 4 5 RP 22R366 Parts; 2 and 3).

The Planning Dept suggests that the property to be developed be identified as the severed parcel, and Maitland Welding property be the retained land. As the retained parcel, requirements for addressing noise and air quality concerns between the Maitland Welding lot and residential lots in the vicinity will be identified but would not be required to be addressed as a condition of the severance.

Please seek a legal opinion regarding whether one consent application can be used to create the new lot and a servicing easement over the retained land.

Prior to submitting the severance application, please provide the design/engineering requirements for the water, sewage and gas lines to the Britespan property.

Official Plan Amendment

An OPA is required to change the designation from Commercial to Industrial.

The following studies are required with the application for Official Plan Amendment.

Land Compatibility: The Official Plan (Section 6.4.2) requires that Industrial development comply with Provincial air, noise and water emission standards.

- The Ministry of Environment Guideline D-6 'Compatibility Between Industrial Facilities and Sensitive Land Uses' provides direction to municipal planning authorities when considering a new industrial use in proximity to a sensitive use (such as residences)

- Guideline D-6 is posted on the Ministry of Environment website at:
https://www1.toronto.ca/City%20Of%20Toronto/City%20Planning/Community%20Planning/Files/pdf/D/D6&Procedures_1.pdf
- A study provided by a qualified professional will be required to demonstrate the proposed developments satisfy the D-6 requirements with regard to impacts on the residential land uses in the area
- The study should consider the proposed industrial land use for the site, as well as the uses permitted in the VM1 (Village Industrial) zone

Flood fringe

- Part of the subject property is identified as being within a flood fringe on Schedule B of the Morris-Turnberry Official Plan
- The Official Plan flood fringe policies (Section 6.5.3.4) state that an engineer's report and flood damage reduction measures may be required by the Maitland Valley Conservation Authority for land within a flood fringe. Please contact Brandi Walter at the MVCA for planning requirements.

Municipal services

- Correspondence from North Huron is required to demonstrate that water and sewage servicing is available for the subject property.

Source Water Protection

The property is in a Wellhead Protection Zone C. The Source Water Protection policies for the WHPA Zone C require a Section 59 Land Use Permit issued by the Source Water Protection office and connection to municipal services. Please contact Donna Clarkson, Source Water Protection to obtain a Section 59 Land Use Permit, tel: 519-335-3557 ext 224.
dclarkson@mvca.on.ca

Zoning

The following zoning comments are provided following the review of the December 19 2016 site plan.

- Please show the landscaped open space on the site plan.
- The VM1 zone (Section 17.3.9) has a maximum building height requirement of 12 m. Please confirm that the proposed building will be able to meet this height requirement.
- Please show exterior lighting on the site plan. Section 3.15 of the Zoning By-law requires that the type, location, height, intensity and direction of lighting shall be designed to ensure that lighting is confined to the building face, parking area and vicinity of the site.
- There are planting strips shown on the south lot line, north of a residential lot (47 North Street West), and at the east lot line, west of 686 Josephine Street North. Please show a planting strip on the north side of the driveway, south of 696 Josephine Street North as required by Section 3.33.1.2 of the Zoning By-law.

Special zones are required for the following:

- To recognize a lot frontage of 18.2 metres where the Zoning By-law requires 25 m
- A loading space is required according to Section 3.20. If there will not be a loading space, a special provision is required to state that there is no loading space.
- To recognize parking in the front yard, notwithstanding the provisions of Section 3.32.5

Site Plan Control

The following issues will be addressed through site plan control:

- Storm Water Management plan: For information at the SWM plan requirements, please contact Dale Erb, B.M. Ross, derb@bmross.net, 519-524-2641
- Access on to Josephine Street: engineered drawings showing the entrance on to Josephine Street are required. For information about the access requirements please contact Jeff Molenhuis, Morris-Turnberry, jmolenhuis@northhuron.ca, 519-887-6137
- Conservation Authority Permit: For information about the CA permit requirements please contact Erin Gouthro, MVCA, egouthro@mvca.on.ca, 519-335-3557
- Fire Protection requirements (including the location of a fire hydrant). Please contact James Marshall, Morris-Turnberry Fire Protection Officer, fpmarshall@gmail.com, 226 523 9500x203

Neighbouring property: Neighbours within 120 metres will receive circulation of the Official Plan Amendment and Zoning By-law Amendment application. Neighbours within 60 metres of the subject property will receive notice of the consent application. As mentioned, the Municipality met with Bill Bruce who owns 686 Josephine Street North. Britespan may wish to have advise neighbouring property owners, including Mr. Bruce, prior to the planning applications being circulated.

Planning Applications:

The Official Plan Amendment and Zoning By-law Amendment application is available on the Huron County Planning Department website at:

<http://www.huroncounty.ca/plandev/forms/official-plan-amendments/>

The application fee in 2017 is \$4488 payable to the Municipality of Morris-Turnberry.

The severance application is also on the Planning Department website at:

<http://www.huroncounty.ca/wp-content/uploads/2013/08/Consent-Application-Form.pdf>

The application fee in 2017 is \$2040 payable to the County of Huron.

The site plan control application is also on the Planning Department website at:

<http://www.huroncounty.ca/wp-content/uploads/2016/06/Application-Form-Other.pdf>

The application fee is \$1000 payable to the Municipality of Morris-Turnberry.

Additional planning issues may be identified through the course of the planning review.

Please let me know if you would like to discuss this further.

cc: Nancy Michie, Morris-Turnberry Administrator Clerk Treasurer
Kirk Livingston, Morris-Turnberry Building Dept
Jeff Molenhuis, Morris-Turnberry Public Works
Mike Alcock, Huron County Public Works
Dale Erb, B.M. Ross
Brandi Walter, MVCA
Erin Gouthro, MVCA
Donna Clarkson, Source Water Protection