



TOWN OF ERIN
Regular Council Meeting
AGENDA

May 17, 2016

6:30 PM

Municipal Council Chamber

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2. Approval of Agenda	
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10.2	Conservation Authorities Agendas and Minutes Grand River Conservation Authority: http://www.grandriver.ca/index/document.cfm?Sec=13& Sub1=71 Credit Valley Conservation Authority: http://www.creditvalleyca.ca/about-cvc/board-of-directors/board-meetings/	
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11.	Closed Session	
	Matters under the following exemptions in the Municipal Act S. 239 (2) :	
	(b) personal matters about an identifiable individual, including municipal or local board employees; 1. Director of Finance Recommendation	
12.	Return from Closed Session	
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14.	Notice of Motion	
15.	Adjournment	

Transition Erin and Erin Public School





Minutes of the Regular Town of Erin Council Meeting

May 3, 2016

1:00 pm

Municipal Council Chamber

PRESENT

Allan Ails

John Brennan

Matt Sammut

Rob Smith

Jeff Duncan

Mayor

Councillor

Councillor

Councillor

Councillor

STAFF PRESENT: Kathryn Ironmonger

Dina Lundy

Sharon Marshall

Larry Wheeler

Robyn Mulder

Carol House

CAO/Town Manager

Clerk

Director of Finance

Financial Analyst

Economic Development Officer

Chief Building Official

1. Call to Order

Mayor Ails called the meeting to order.

2. Approval of Agenda

Resolution # 16-183

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that the agenda be approved as amended to add a closed session item under the Municipal Act, Section 239 (2) (f) advice that is subject to solicitor-client privilege regarding the Keeping of Animals By-law.

Carried

3. Declaration Pecuniary Interest

Councillor Sammut declared a pecuniary interest on item 7.3 Halton Crushed Stone request to include 10th Line road allowance in their pit licence application, due to the proximity of his residence to the site.

4. Community Announcements

May 3, 2016 Regular Meeting

May 7 - Green Legacy Tree Day - Town works yard

May 7 - HEADS Euchre Fundraiser - Centre 2000

May 7 - Household Hazardous Waste Day - Centre 2000

May 7 - CVC Community Tree Planting - Tribute to Steve Revell, Bill Dinwoody, and Frank Smedley

May 24-June 1 - Erin Auto Tire Drive benefiting the Sunshine Foundation

Emergency Preparedness Week - Sign up for ERINinfo to receive push notifications

Details on these and more at www.erin.ca/whats-on/

4.1 Former Brisbane Public School Date Stone Donation

Jamie Cheyne, chair of the Town of Erin Heritage Committee presented a history on the old Brisbane School, S.S. #16 - the last school section to be formed in Erin. The date stone was preserved by Charlie Eagles when the school was demolished, and has been donated to the Town by his family.

Laurie Ann Mete, daughter of Charlie Eagles, began by expressing that she was pleased to donate the school stone back to the Town from which it came. She gave special mention to John Cook and Paul Flaherty for getting the ball rolling to make this happen.

Councillor Duncan then read a letter provided by Upper Grand District School Board Trustee, Kathryn Cooper, thanking the family for donating the date stone to the Town of Erin.

An unveiling of the stone took place, and the family was presented with 2 historical pictures as a keepsake.

4.2 Road Superintendent Position

Mayor Alls announced that the Town has hired Greg Delfosse as the Town's Roads Superintendent.

Greg comes from the city of Brampton where he had been the Supervisor of their Contracted Services section since 2007. There he managed a variety of operations contracts including road overlays, storm sewer cleaning, street sweeping and winter operations. Before that, he worked as a Senior Operations Technician, an Operations Technician as well as a

Survey Technician. He attended Humber College of Applied Arts and Technology graduating in 1987 from their Survey Program. He later received his CET designation from the Ontario Association of Certified Engineering Technicians and Technologists in 1990.

He has 28 years' experience in the municipal sector and prides himself on being able to deliver quality customer service and strives to continue to provide financially responsible service for his employer.

He has enjoyed recent involvement with the Ontario Good Roads Association (OGRA), by being a Course Coordinator for their Municipal Infrastructure Training Course in Municipal Concrete and has lectured at their Guelph Road School in their Roadway Management Course.

His work History has permitted him to be exposed to a variety of innovations in road maintenance such as Warm Mix Asphalt, Cold in Place Recycling, the use of Rejuvenators as well as Slurry Seal and Micro Pave projects.

Greg has lived in the Town of Erin since 1998.

4.3 Warm wishes to the Director of Finance - May 17, 5:30PM

May 17th will be Sharon Marshall's final Council meeting before retiring at the end of May. Please join us for light refreshments beginning at 5:30pm on May 17th to extend warm wishes to our Director of Finance after 30 years of dedicated service with the Town.

5. Adoption of Minutes

Resolution # 16-184

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council hereby adopts the following meeting minutes as circulated;

April 19, 2016 Regular Meeting

April 25, 2016 Special Meeting - 5 Year Capital Plan

Carried

6. Business Arising from the Minutes

Councillor Duncan wanted to address comments made during the Capital Plan meeting regarding the Hillsburgh Arena, and possible consideration of selling the asset. The opportunity for sale of this asset and potential development of the site would be minimal, complicated by:

- was a historical landfill/service station site - cost for remediation/ decommissioning would be significantly high
- located within the CVC floodplain - no residential on main floor
- located close to water source which would require 50-100 ft setbacks for development, essentially meaning no development could take place on the property

7. Delegations/Petitions/Presentations

7.1 Linda Dickson, County of Wellington Emergency Manager - Report on the Town's Emergency Management Committee Structure

Linda presented her report and proposed a new composition of the Emergency Management Committee.

Resolution # 16-185

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that Council hereby appoints to the Town's Emergency Management Program Committee individuals from the following Town Departments and/or Emergency Management support agencies:

Member of Council (Mayor or designated alternate)

Senior Municipal Administrative Staff (CAO and/or Clerk)

Senior Municipal Official responsible for Finance

Public Works (Water and Roads representatives)

Building and Zoning Department

Fire Department (Fire Chief or designate)

Information Technology

Wellington OPP

Guelph Wellington EMS

Wellington Dufferin Guelph Public Health

Emergency Management (Emergency Manager/CEMC and/or EM Programme Coordinator)

Representatives from Local Social Services Agencies (such as EWAG)

Any other persons or agency representatives that may be appointed by Council from time to time;

And that Council designates authority to the Committee to appoint a Chair from their members;

And further that the Committee is responsible for overseeing the development of the Town's Emergency Management Program ensuring that appropriate public education activities, training for emergency management officials and staff, and emergency management exercises are undertaken on an annual basis;

And further that the Emergency Manager/CEMC shall provide Council with an annual report on the status of the Township's Emergency Management Program for their review, consideration and approval.

Carried

7.2 Paul Ziegler, Triton Engineering - Report on Scott Crescent

Mr. Ziegler could not attend. Council directed that staff acquire a legal opinion on the road and set up a meeting with landowners to discuss options.

Resolution # 16-186

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council receives the report of Paul Ziegler from Triton Engineering on Scott Crescent.

Carried

7.3 Neal DeRuyter, MHBC Planning - Halton Crushed Stone request to include the 10th Line road allowance in their licence application

Councillor Sammut declared a conflict on this item. (due to proximity of his residence to the site.)

Neal DeRuyter presented Halton Crushed Stone's request to Council to include the 10th Line Road allowance into their pit licence application.

Resolution # 16-187**Moved By** Councillor Brennan**Seconded By** Councillor Duncan

Be it resolved that Council agrees that Halton Crushed Stone Limited include the 10th Line road allowance in the pit licence application under the Aggregate Resources Act from County Road 52 to approximately 180 m north of 10th Sideroad as identified in this meeting's agenda package;

And that notwithstanding this agreement, the Town is not taking any position with respect to the pending applications for the pit extension until a formal application review process with public and agency consultation has been completed.

Carried**8. Reports****8.1 Roads****8.1.1 Interim Road Superintendent - Pavement Marking Quote #2016-10 Results****Resolution # 16-188****Moved By** Councillor Duncan**Seconded By** Councillor Smith

Be it resolved that Council receives the Pavement Marking Quote Results report;

And That Council accepts the quote of R an N Maintenance (the lowest bidder) for the supply and application of Pavement Markings for a price of \$ 14,594.35 including HST.

Carried**8.1.2 Interim Road Superintendent - Supply and Load Maintenance Gravel Quote 2016-05 Results****Resolution # 16-189****Moved By** Councillor Sammut**Seconded By** Councillor Duncan

Be it resolved that Council receives the Load, Haul and Apply Maintenance Gravel Quote results report;

And that Council accepts the quote of Cox Construction to Supply and Load Maintenance Gravel for a price of \$ 468,272.00 including HST and delivery of 35,000 tonne, with the Haul and Apply Trucking to be done by Louis McNichol Trucking as per resolution 16-158.

Carried

8.2 Water

8.2.1 Water Superintendent - Generator Replacement

Resolution # 16-190

Moved By Councillor Sammut

Seconded By Councillor Brennan

Be it resolved that Council accepts the Water Superintendent's generator replacement report;

And that Council authorizes the Water Superintendent to deviate from the insurance claim and purchase an additional fixed generator for the Erin Water System.

Carried

8.3 Building/Planning/By-Law

8.3.1 Chief Building Official - Third Draft Site Alteration Bylaw

Council directed the CBO to make any minor additional changes necessary and have the by-law vetted by the Town's lawyer, and to bring the by-law back for adoption at the next Council meeting.

Resolution # 16-191

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that Council hereby receives Building Department report #2016-13, dated May 3, 2016, regarding a Third Draft Site Alteration By-Law Amendment.

Carried

8.3.2 Chief Building Official - Demolition Report – 5429 First Line

Resolution # 16-192

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that Council hereby receives Building Department Demolition Report, dated May 3, 2016, regarding the application for demolition permit to demolish a single residential dwelling located at 5429 First Line, Town of Erin, Assessment Roll No. 23 16 000 005 03500 0000;

And that Council hereby approves the issuance of the demolition permit.

Carried

8.4 Finance

8.4.1 Deputy Treasurer - Approval of Accounts

Resolution # 16-193

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council receives the Deputy Treasurer's Report #2016-5A on "Approval of Accounts".

Carried

8.4.2 Director of Finance - 2016 Tax Rate and Levying By-law

Resolution # 16-194

Moved By Councillor Duncan

Seconded By Councillor Smith

Be it resolved that Council receives the 2016 Tax Rate and Levying By-law Report for information.

Carried

8.4.3 Financial Analyst - Asset Management Assistance & Group Training Program

Resolution # 16-195**Moved By** Councillor Brennan**Seconded By** Councillor Smith**Be it resolved that** Council of the Town of Erin hereby receives Report 2016- 04 'Asset Management Assistance & Group Training Program' as information.**Carried****8.5 Administration****8.5.1 Meeting Investigator - Report on Complaint****Resolution # 16-196****Moved By** Councillor Smith**Seconded By** Councillor Duncan**Be it resolved that** Council receives the Meeting Investigator report dated April 22, 2016.**Carried****8.6 Committees****8.6.1 Appoint members to the Trails Advisory Committee****Resolution # 16-197****Moved By** Councillor Smith**Seconded By** Councillor Brennan**Be it resolved that** Council hereby appoints the following members to the Trails Advisory Committee:

Martin Rudd
 Phil Gravelle
 Don Chambers
 Joanne Kay
 Colleen Darrell
 Greg Huffman
 Ted Forrest
 Josie Wintersinger
 Deborah Wickham
 Bart Brusse
 Joanne Gardner

Cameron Cuthbert
Erin Montgomery
Councillor Smith

Carried

8.6.2 BIA February 4 and March 3, 2016 Meeting Minutes

Resolution # 16-198

Moved By Councillor Sammut

Seconded By Councillor Smith

Be it resolved that Council receives the February 4 and March 3, 2016 BIA Meeting Minutes.

Carried

9. Correspondence

Resolution # 16-199

Moved By Councillor Duncan

Seconded By Councillor Brennan

Be it resolved that Council receives the correspondence items for information.

Carried

9.1 Activity List

The Operational Four Year Action Plan meeting scheduled for May 16th at 7PM was cancelled, with a follow up date to be determined once the Five Year Capital Plan is adopted.

9.4 Municipality of South Dundas - Resolution regarding RED Program

Resolution # 16-200

Moved By Councillor Brennan

Seconded By Councillor Sammut

Be it resolved that Council supports the Municipality of South Dundas resolution requesting the government of Ontario to reconsider the suspension of and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario.

Carried

9.6 Township of North Stormont - Resolution regarding expanding Natural Gas services

Resolution # 16-201

Moved By Councillor Smith

Seconded By Councillor Brennan

Be it resolved that Council supports the Corporation of the Township of North Stormont resolution requesting the OEB examine the proposal to expand natural gas services and make it available to all of Eastern Ontario rural areas.

Carried

10. Closed Session

Resolution # 16-202

Moved By Councillor Smith

Seconded By Councillor Sammut

Be it resolved that Council adjourns the meeting to proceed into a closed session at the hour of 3:11PM to discuss the matter(s) pertaining to:

f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

1. By-law and monitoring
2. Keeping of Animals By-law

Carried

11. Return from Closed Session

11.1 Motion to Reconvene

Resolution # 16-203

Moved By Councillor Brennan

Seconded By Councillor Smith

Be it resolved that the meeting be reconvened at the hour of 4:19PM

Carried

11.2 Report Out

Resolution # 16-204

Moved By Councillor Brennan

Seconded By Councillor Smith

Whereas Angelstone Farms Inc. has applied to the Town for approvals to hold certain Major Events on their property at 8720 Wellington Road 50, on certain dates during 2016;

And Whereas Town Council passed By-law 15-58 (Temporary Use By-law) on December 15, 2015 relating to Angelstone's proposed Major Events;

And Whereas it has been determined that Schedule B of By-law 15-58 contains errors in the dates for the proposed Major Events;

And Whereas By-law 15-58 has been appealed to the Ontario Municipal Board;

NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF ERIN HEREBY RESOLVES AS FOLLOWS:

1. At the hearing of the appeal of By-law 15-58, the Town Solicitor is instructed to request that the Ontario Municipal Board amend By-law 15-58 to correct the dates set out in the Schedule. The correct dates for the proposed Major Events are as follows:
 - June 8 – 12, 2016;
 - June 15 – 19, 2016;
 - August 17 – 24, 2016;
 - August 24 – 28, 2016; and
 - August 31 – September 4, 2016.
2. The Town Clerk is directed to utilize these correct dates when preparing and issuing any permits under By-law 14-19 for these proposed Major Events.

Carried

Resolution # 16-205 (verbal)**Moved By** Councillor Brennan**Seconded By** Councillor Smith**Be it resolved that** Council directs planning staff to develop a draft by-law regarding the keeping of birds.**Carried****12. By-Laws****Resolution # 16-206****Moved By** Councillor Duncan**Seconded By** Councillor Smith**Be it resolved that** By-Law numbers 16-25 to 16-29 inclusive, are hereby passed.**Carried****13. Notice of Motion**

Councillor Duncan brought forward a notice of motion regarding a standalone Official Plan amendment for the implementation of a Town wide Community Improvement Plan.

Councillor Duncan brought forward a notice of motion regarding a development 'fast track' meeting for development in Hillsburgh, and regarding the low enrollment situation with the Hillsburgh public elementary school.

14. Adjournment**Resolution # 16-207****Moved By** Councillor Smith**Seconded By** Councillor Brennan**Be it resolved that** the meeting be adjourned at the hour of 4:29PM**Carried**

 Mayor Allan Alls

 Clerk Dina Lundy

**Notice of Motion
(Community Improvement Plan (CIP) Standalone Official Plan Amendment
(OPA) Preparation)**

RESOLUTION

Resolution #

Moved By Councillor Jeff Duncan

Seconded By

Be it resolved that Council direct staff (including the Town's County Planning staff) to proceed with the preparation of a standalone Town of Erin Official Plan Amendment (OPA). This OPA is to allow for the implementation of Town wide Community Improvement Plan (CIP) policies. The CIP initiatives can then be budgeted for during the fall/winter of 2016 and be in place for use by the municipality and public for the 2017 tax year.

**Notice of Motion
Hillsburgh Public Elementary School Enrollment Serious Situation and
Development "Fast Track" Options Meeting**

RESOLUTION

Resolution #

Moved By Councillor Jeff Duncan

Seconded By

Be it resolved that Council direct staff (including the Town's County Planning staff) to proceed with coordination of a meeting to review the potential options of "fast tracking" development in Hillsburgh in advance of the two year EA process. The meeting would include the School Board, local developers, Town and County staff. It would review the serious low enrollment situation with the Hillsburgh public elementary school and possible policies and initiatives to deal with the situation.



Jeff R. Duncan C.P.T.
Councillor
Corporation of the Town of Erin

Office: (519) 855-4407
Home: (519) 855-6134
Fax: (519) 855-4821
E-mail: jeff.duncan@erin.ca

REQUEST TO BE A DELEGATION BEFORE COUNCIL



Council meetings are held the first Tuesday of each month at 1:00 pm and the third Tuesday of each month at 6:30 pm, unless otherwise posted. Please note that there is only one meeting during July and August. The Requests to appear before Council must be received in writing by the Clerk NO LATER than noon of the WEDNESDAY immediately preceding the scheduled Council meeting complete with a copy of the presentation materials as detailed in the delegation protocol on page 2. This form must be complete and legible in order to be accepted. The Clerk will evaluate this request, and assign a presentation date once it has been deemed appropriate.

MEETING DATE BEING REQUESTED:

<u>TUES MAY 17 th 2016</u>	<u>JUNE 21 2016</u>
1 st Choice	2 nd Choice
<u>HILLSBURGH LIONS CLUB</u>	<u>HILLSBURGH LIONS CLUB</u>
Name of delegate(s) or group representative	Group Delegation Represents

PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):

SEE ATTACHED

DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:

TO HAVE THE TOWN DELEGATE FUNDS & BUILD A STRUCTURE IN HERITAGE PARK.

CONTACT INFORMATION:

Name: DONNA MUIR

Address: 115 RIDGE TOP CRES. ROCKWOOD ON N0B 2K0

Phone: 519 856 9159 E-Mail: donna-muir@rbc.com

Once a date and time has been established, the Clerk's Department will contact you by phone, fax or e-mail. Please ensure you receive confirmation, and follow up with the Clerk if you have not.

I have read the excerpt from the Town of Erin Procedural By-Law (on page 2 of this form), and understand that the information contained herein, including any attachments, will become public documents, included in the meeting agendas, and posted on the Town website.

I also understand that my presentation and any supporting documentation must be submitted with this delegation form and typed or legibly written, in order for this form to be accepted. The completed form and attachments may be submitted by e-mail to dina.lundy@erin.ca. ALL submissions must be received by the Clerk no later than 12:00 pm on the WEDNESDAY immediately preceding the meeting.

I also understand that if any correspondence relating to this request contains obscene or improper matters, language, or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it should be included in the agenda for a Council meeting and if not, I will be notified.

[Signature] _____ Date May 9 2016

Signature of Applicant

Your name, address, comments, and any other personal information collected and maintained for the purpose of creating a record available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.31 as amended. Questions about this collection should be directed to the Clerk, The Corporation of the Town of Erin, 56-2 Jordan Road, Hillsburgh, ON N0B 1Z0, Call: (519) 855-4207 Ext. 423 or Toll Free: 1-877-808-2888. Fax: (519) 855-4324. E-mail: dina.lundy@erin.ca. Website: www.erin.ca.

May 9, 2016

Town of Erin Council

To Whom It May Concern:

I would like to make a request to attend the council meeting on Tues . May 17 2016 ,
As far as I know now Doug Smith and Lloyd Turbitt , will be attending with me ,

We , as you know had to have the structure , in the centre of the Heritage Park ,
removed as it was no longer safe .

The structure, was put up in the park I believe in 2004 , by Lions Club members ,
Pam Deboer, Barry Everson , and Doug Smith ,and others , under the leadership of
Glen Neilson overseeing the project. As there were only 7 Lions members at that time
others in the Village did what they could to help, and pitched in when and where
necessary .

Barry Everson , and Lloyd Turbitt have been the unofficial custodians of the park since
it's inception.

The structure was made out of salvaged interior beams from a 100 year old barn , that
the Lions , and Andy Maine the next property owner, tore down and sold materials to
fund the park construction , .

Take this Town and Sell it , finished the park the following year , with the stage and
fencing .

The Horticultural Society, did the gardens and tree planting
Hydro and lighting were done by Keeler Electric, with a grant from the Town .

The Lions Club have been using the structure as our focal point, every year in December
to erect and decorate a Christmas tree donated by Wintersingers Farm . The last
Saturday in November is the tree lighting ceremony , with Santa visiting , and
refreshments provided.

As well as the Lions Club, other groups in Town use the parkette as well , from music
events, to just a place to sit and chat and have your lunch , as well as one of the local
churches holds an outdoor service there each Spring .

Some of the trees have had to be removed , causing it to be very hot in there on a summer day , as there is not a lot of breeze flowing through there at any time , therefore we feel there needs to be a roofed gazebo in there for people to use the park to full capacity ., as it is just too hot to be comfortable or safe in there on a hot day .

If at all possible , this project is of utmost importance, as it will severely impact the Lions Club Christmas tree lighting , and night for the children in November , as there needs to be a structure put back in place before the hydro can again be stationed again , as the event just cannot happen without the above.

Please accept for consideration, our request for the building of a roofed gazebo, to be placed in the Heritage Park in the village of Hillsburgh.



Sincerely
Donna Muir
On behalf of Hillsburgh Lions Club

REQUEST TO BE A DELEGATION BEFORE COUNCIL



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MEETING DATE BEING REQUESTED:

May 17th, 2016 _____
 1st Choice 2nd Choice

GAMCO HOLDINGS INC - GIOVANNI GAMBINO (Director) _____
 Name of delegate(s) or group representative Group Delegation Represents

PURPOSE OF DELEGATION (PLEASE ATTACH FULL PRESENTATION):

Site plan agreement - Letter of Credit

DESIRED ACTION OF COUNCIL THAT YOU ARE SEEKING:

Waive the letter of credit due to previous building history with Town of Erin.

CONTACT INFORMATION:

Name: Giovanni Gambino
 Address: Erinwood Dr.
 Phone: _____ E-Mail: _____

Once a date and time has been established, the Clerk's Department will contact you by phone, fax or e-mail. Please ensure you receive confirmation, and follow up with the Clerk if you have not.

I have read the excerpt from the Town of Erin Procedural By-Law (on page 2 of this form), and understand that the information contained herein, including any attachments, will become public documents, included in the meeting agendas, and posted on the Town website.

I also understand that my presentation and any supporting documentation must be submitted with this delegation form and typed or legibly written, in order for this form to be accepted. The completed form and attachments may be submitted by e-mail to dina.lundy@erin.ca. ALL submissions must be received by the Clerk no later than 12:00 pm on the WEDNESDAY immediately preceding the meeting.

I also understand that if any correspondence relating to this request contains obscene or improper matters, language, or does not meet the requirements of the delegation protocol, the Clerk shall decide whether it should be included in the agenda for a Council meeting and if not, I will be notified.

Giovanni Gambino May 20 / 2016
 Signature of Applicant Date

Your name, address, comments, and any other personal information is collected and maintained for the purpose of creating a record available to the general public pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended. Questions about this collection should be directed to the Clerk, The Corporation of the Town of Erin, 5684 Trafalgar Road, Hillsburgh, ON N0B 1Z0. Call: (519) 855-4407 Ext 233 or Toll Free 1-877-818-2888 Fax: (519) 855-4821 E-mail dina.lundy@erin.ca Website: www.erin.ca

To: The Town of Erin: Council Meeting, May 17, 2016

From: Giovanni Gambino, Gamco Holdings Inc.

Attention: Dina Lundy,

I am meeting here this evening to discuss my site plan to build a new industrial building at **44 Erinpark Drive**.

I currently fully own and operate my construction company: Gamma Construction Ltd. from **35 Erinpark** which I built in approximately six months in 2012.

I also own the property on **29 Erinville Drive**.

Last autumn I bought the lot directly across from **35 Erinpark Drive**. I plan to build another building next year on this lot.

In April 2015 I began construction on my new home at **20 Erinwood Drive**. I officially became a resident of Erin last August when I moved into my new home.

I am proud to be part of this town; it has given me the opportunity to thrive on a business and personal level. I plan to be part of this community permanently.

As you can observe, I have a solid history of building quickly and efficiently in the town.

Therefore, what I am essentially asking for is, for you to trust me, and support me in an alternative way as a resident of Erin, as I expand my business at **44 Erinpark Drive**.

Thank you for your consideration,

Cordially,

Giovanni Gambino

Gamco Holdings Inc.





PLANNING REPORT for the TOWN OF ERIN

Prepared by the County of Wellington Planning and Development
Department

DATE: May 10, 2016
TO: Kathryn Ironmonger, CAO
 Town of Erin
FROM: Gary Cousins, Director of Planning & Development
 County of Wellington
SUBJECT: TOWN OF ERIN
 ANIMAL CONTROL BY-LAW #13-34

1. Background

In 2013 the Town of Erin passed a by-law to control the keeping of animals within the Town. The bylaw was a response to a complaint about keeping pigeons on a property in Hillsburgh. After the bylaw was passed the Town filed a charge against the Hillsburgh pigeon owner under the Provincial Offenses Act. The Hillsburgh resident appealed the Town's bylaw to the Ontario Superior Court. Neither action is currently progressing. Town Council asked the County Planning Department to review the Town's bylaw to determine if any revisions would be appropriate.

2. Bylaw Review

I have concentrated my review on Section 3 of the bylaw which allows a variety of birds subject to regulations, and reads as follows.

"No person shall keep Collobiformes (pigeons and doves), Galliformes (pheasants, grouse, guinea fowl, turkeys, chickens and peafowl), Anseriformes (ducks geese, swans, screamers) in the open, or in an enclosure or an accessory structure that is within 7.5m of a lot line."

In reviewing the Town's regulation with those of other municipalities, there are a number of issues that could be addressed differently:

- a. the bylaw does not distinguish between urban and rural areas
- b. the bylaw does not regulate the number of birds that may be kept on a property
- c. the bylaw sets a 7.5m setback from lot lines where most other bylaws have either a 3 metre setback or use the normal zoning setback for accessory structures under the zoning bylaw which is usually 1.5 metres
- d. other bylaws also impose setbacks from churches, schools and residential dwellings – often 10 metres
- e. the bylaw would allow birds to be kept in the front yard as long as it is 7.5 metres from the front lot line where most bylaw restrict birds to the rear yard
- f. a number of bylaws require the coops or pens house birds to be escape proof
- g. a number of bylaws require the coops to be properly maintained and painted and regulate the type of construction

Animal control bylaws in Ontario vary considerably with some regulating birds and others prohibiting particularly in urban areas. I reviewed bylaws that were accessible online and, in particular, from Guelph, Brampton, London, Milton, Halton Hills, Caledon, Hamilton, Burlington, Cambridge, Toronto, Sudbury, Ottawa, Vaughn and Minto.

3. Town of Minto Approach

Staff from the Town of Erin forwarded recent material from the Town of Minto who were dealing with the keeping of chickens. The approach used by Minto may be of interest to Erin related to pigeons or other birds.

The Town of Minto:

- a. allows the keeping of chickens on farms only
- b. in other areas, including urban areas, chickens are prohibited unless specifically authorized by an exemption given by Council for a specific property
- c. council and staff are guided by a policy document which deals within numbers, setbacks, housing standards, appearance, maintenance, food, refuse and disposal of dead birds. The policy is treated as a guide and where reasonable some variations are possible
- d. an exempt property must apply for an annual license, for a fee of \$50, which allows the Town to ensure compliance. The license can be revoked or not renewed.

The approach generally discourages birds in urban areas but has come flexibility to assess individual applications under an approved policy with annual licensing to ensure compliance: I am attaching some of the Minto material.

The Town of Erin could consider the Minto approach or simply amend its own bylaw to address issues identified earlier in this report.

4. Going Forward

Whether Erin adopts Minto's approach or simply updates its bylaw, the following directions should be considered by Council for the purposes of Section 3 of the Bylaw 13-34:

- a. distinguish between urban and rural areas
- b. either in bylaw or policy regulate the number of birds in some or all categories
- c. reduce the setback from 7.5 metres to 3 metres from rear and side lot lines and 10 metres from an adjacent residence, school or church in all areas
- d. allow the housing of birds in rear yards only
- e. require housing to be escape proof and specifically prohibit birds from straying onto neighbouring properties
- f. require, to the extent possible, proper upkeep of housing and control of feed, refuse and deal stock

In order to draft an amending by-law, Council will have to give some direction as to which of the two options is preferable.

Option 1:

Retain the existing bylaw but make amendments to Section 3 as follows:

- a) retain policy for rural areas largely as is but consider limiting birds to rear yard and reducing setback to 3 metres
- b) provide a separate policy for urban areas and add regulations for numbers, housing, upkeep and reduce setback to 3 metres and restrict to rear yard

I have attached a draft bylaw (Appendix A) to illustrate how Option 1 would be achieved.

Option 2:

Consider Minto's approach which prohibits birds in urban areas but which provides exemptions through a policy approach and a licensing process that is renewed annually. Rural areas would continue to be allowed with some minor changes to the current bylaw.

I have attached the Minto material (Appendix B) to illustrate how Option 2 would be achieved.

5. Recommendation

THAT Erin Council amend its animal control bylaw based on one of the options set out in part 4 of this report.

Respectfully submitted
County of Wellington Planning and Development Department



Gary Cousins, MCIP, RPP
Director of Planning & Development

APPENDIX A
Potential Amendment to Erin Animal Control By-law 13-34

Section 3 is deleted and replaced as follows:

3. REGULATIONS pertaining to the keeping of Collobiforme, Galliformes and Anseriformes
 - a. No person shall keep Collobiformes (pigeons and doves), Galliformes (pheasants, grouse, guinea fowl, turkeys, chickens and peafowl), Anseriformes in the open or in an enclosure or accessory structure that is:
 - i. Within 10 metres of a house, school or church on an adjacent property, or
 - ii. Within 3 metres of a side or rear lot line as defined in the Town of Erin Zoning Bylaw, or
 - iii. In a front or side yard as defined in the Town of Erin Zoning Bylaw
 - b. In urban areas the following additional provisions apply:
 - i. No more than 60 Collobiformes, 5 Galliformes or 5 Anseriformes may be permitted on a property,
 - ii. All enclosures or accessory building housing any of the above animals shall be designed and constructed to be escape proof and no birds are permitted to stray, perch, roost or rest upon lands, premises or buildings of any person or upon any public place, except on the property of the person keeping the birds,
 - iii. All enclosures or accessory buildings shall be kept in a good state of repair
 - iv. All refuse resulting from the keeping of birds shall be contained in air tight containers to prevent odours and disposed of in a manner that does not create a public nuisance or health hazard
 - v. Dead birds shall be disposed of in a manner that prevents infectious diseases and protects public health

Appendix B

MINTO - Main Bylaw

The Corporation of the Town of Minto

By-law Number 02-80

Being a by-law to prohibit the keeping of certain animals or classes of animals and to regulate all animals other than domestic cats and dogs, being at large or trespassing within the boundaries of the Town of Minto

Whereas pursuant to the provisions of Section 210.1 of the Municipal Act R.S.O. 1990, Chapter M. 45 municipalities may by by-law prohibit or regulate the keeping of animals of any class thereof within the municipality.

And whereas pursuant to the provisions of Section 210.4 of the Municipal Act R.S.O. 1990, Chapter M.45 municipalities may by by-law prohibit or regulate the being at large or trespassing of animals, other than domestic cats and dogs and providing for impounding them.

And whereas Council deems it expedient to prohibit and to control or regulate animals other than domestic cats and dogs as described herein.

Now therefore the Council of the Corporation of the Town of Minto enacts as follows:

1. No person shall keep, harbour or possess any animal or animals of any of the following classes anywhere within the boundaries of the Town of Minto:
 - a. All marsupials (*such as kangaroos and opossums*)
 - b. All non-human primates (*such as gorillas and monkeys*)
 - c. All feline, except the domestic cat
 - d. All canine except the domestic dog
 - e. All viverrine (*such as mongooses and civets*)
 - f. All musteline (*such as minks, chinchillas, weasels, ferrets, otters and badgers*)
 - g. All ursine (*bears*)
 - h. All hyena
 - i. All pinniped (*such as seals and walrus*)
 - j. All snakes
 - k. All reptiles
 - l. All ratite birds (*such as ostriches*)
 - m. All diurnal and nocturnal raptorial bird (*such as eagles, hawks and owls*)
 - n. All edentates (*such as anteaters, sloths and armadillos*)
 - o. All bats
 - p. All alligators and crocodiles
 - q. All wolves
 - r. All skunks except defumed.
 - s. All lizards, and
 - t. All arachnids (*such as spiders, tarantulas and scorpions*)

2. No person shall keep, harbour or possess any animal or animals of any of the following classes anywhere within the boundaries of the Town of Minto except in the operation of a farm where it is permitted under the Town of Minto Zoning By-law or the Town of Minto Nutrient Management By-law.
 - a. All ungulate artiodactyla and perissodactyla (*such as goats, sheep, pigs, cattle, deer, camels, emu, hippopotamuses, rhinoceros, tapirs, llama, domestic horse, pony, ass, donkey, mule, buffalo, bison, zebra, deer, elk, yak and elephants*)
 - b. All chickens

By-law Number 02-80

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3. Section 1 and 2 shall not apply to:
 - a. The keeping of any animals in a veterinary hospital under the care of a veterinarian licensed under the laws of Ontario
 - b. The keeping of any animal in a public pound
 - c. The keeping of any animals during the transportation of such animals to either of the places noted in sub paragraphs (a) and (b)
 - d. The keeping or showing of any animal in a circus and fairs.
3. Within this by-law the following definitions shall be applicable;
 - a. "Animal" means any live, non-human vertebrate
 - b. "Animal Control Officer" means the person appointed by the Town of Minto or any Committee thereof to administer or enforce provisions of this by-law
 - c. "Dog Control Officer" means the person appointed by the Town of Minto or any Committee thereof to administer or enforce any by-law regarding the control of dogs within the Town of Minto
 - d. "Owner" means any person owning or, from time to time, being in control or possession of any animal and "owned" has a corresponding meaning
 - e. "Be at large" or "being at large" means the act of any animal being beyond the lands and premises of its owner and not under the control of any person.
 - f. "Trespass" means the act of any animal being upon the lands or premises on any person without the consent, express or implied of that person and "trespassing" has a corresponding meaning.
4. No person shall permit or allow any animal owned by him or her to be at large at any time within the boundaries of the Town of Minto.
5. No person shall permit or allow any animal owned by him or her to trespass on any property at any time within the boundaries of the Town of Minto.
6. The Council of the Corporation of the Town of Minto, a Committee thereof or any person appointed by resolution of the Council shall direct and supervise the work of the Animal Control Officer and prescribe the manner in which his or her duties are to be permitted.
7. Any person shall be entitled to take charge or control of any animal found running at large or trespassing within the Town of Minto and to deliver the same to the Animal Control Officer or the Dog Control Officer.
8. The Animal Control Officer or the Dog Control Officer may seize and impound any animal found running at large within the limits of the Town of Minto. Any animal so impounded shall be maintained for a period of not less than 3 days. At the expiration of such 3 day period such animal may be sold or destroyed in accordance with the provisions of the Animals for Research Act R.S.O. 1990, Chapter A. 22.
9. Any animal destroyed at the end of the aforesaid 3 day period shall be disposed of in such manner as Council may from time to time direct.
10. The Animal Control Officer or the Dog Control Officer shall within 24 hours from the seizure of any animal notify the owner of such animals if known that such animal has been impounded and the conditions whereby he or she may regain custody of such animal.


By-law Number 02-80

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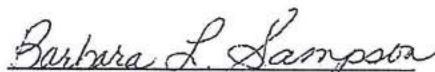
11. The owner of an impounded animal shall whether or not such animal is claimed from the pound shall be liable for payment of any costs associated with the picking up, control, maintaining and release of such animal.
12. Every person who contravenes any of the provisions of this by-law is guilty of an offence and upon conviction is liable to a fine or penalty as provided in the Provincial Offences Act.
13. The following provisions shall have the effect on all properties within the Town of Minto; except where a request by a property owner to be exempt from the By-law has been approved by Council. The property location will be included on Schedule A to this By-law as a property exempt from the provisions of this By-law.
14. The following provisions shall have the effect on all properties within the Town of Minto; except where the property owner was licensed or permitted by the Town of Minto/Township of Minto to harbour or possess the animals named in this By-law; prior to the passing of this By-law.
15. This by-law may be known and cited the "Exotic Animal Control By-law".
16. This by-law repeals all Animal Control and Exotic Animal By-laws for the former Town of Harriston, the former Town of Palmerston, the former Village of Clifford and the former Township of Minto.

Read a first and second time this 11th day of December, 2002

Read a third time and finally passed this 11th day of December, 2002.



Mayor Ronald B. Elliott



Clerk Barbara L. Sampson

By-law Number 02-80
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SCHEDULE A TO BY-LAW NO.
PROPERTIES WITHIN THE TOWN OF MINTO
EXEMPT FROM THIS BY-LAW

Bylaw for Exemptions

The Corporation of the Town of Minto
 By-law Number 2015 -87
 By-law to Approve Exemptions in Schedule "A" of
 By-law Number 02-80 Section 2 b) to permit three existing locations
 and Owners to keep chickens in a residential area

WHEREAS the Corporation of the Town of Minto (the "Town") has the authority under Section 10.2 of the Municipal Act S.O. 2001 c.25; that a lower-tier municipality may pass bylaws respecting matters within the following spheres of jurisdiction - 9. Animals.

AND WHEREAS By-law Number 02-80 for the Town of Minto Section 2b) prohibits all chickens from being kept in any location in the Town of Minto where operation of a farm is not permitted by the Town Zoning By-law;

AND WHEREAS Section 13 of By-law Number 02-80 permits a property owner to be exempt from the By-law with approval from Council, and the property exempt from the provisions of the By-law shall be included in Schedule "A" to By-law Number 02-80;

AND WHEREAS Council of the Town of Minto having held a public meeting, considered proposed licensing standards and passed a resolution that existing chicken keeping locations be brought forward for consideration of an exemption to the said By-law;

AND WHEREAS Connie Murray of John Street in Clifford, Wayne and Louise Howe of George Street in Harriston, and Reinhardt Lange of Mill Street in Clifford have requested an exemption, have been inspected by the Town By-law Enforcement Officer/Fire Inspector and found to be generally in compliance with the licensing standards adopted by Council;

NOW THEREFORE the Council of the Corporation of the Town of Minto hereby enacts as follows:

1. That Schedule "A" in By-law Number 02-80 is replaced with the Schedule "A" attached to this by-law to permit exemptions under Section 13 of By-law Number 02-80 for Connie Murray of John Street in Clifford, Wayne and Louise Howe of George Street in Harriston, and Reinhardt Lange of Mill Street to keep chickens in an area not zoned for operation of a farm.
2. Council approves the said exemptions for existing operations subject to annual licensing requirements as approved by Council from time, and that the approval not be transferable to any other person or property.
3. That this by-law shall come into full force and effect upon final passing thereof.

Read a first, second, third time and passed in open Council this 20th day of October, 2015.

 Mayor George Bridge

 C.A.O. Clerk Bill White

Schedule "A" to
By-law 2015-87
Replacing Schedule "A" to By-law Number 02-80

1. That Pursuant to Section 13 of By-law Number 02-80 the following locations are exempt from the provisions of Section 2 of the said by-law so long as all three owners comply with the annual licensing standards of the Town of Minto:

- a) 3 John St. W. Clifford four hens (Connie Murray)
- b) 43 George St. S. Harriston four hens (Wayne and Louise Howe)
- c) 27 Mill St. Clifford three hens (Reinhardt Lange)

such exemption to apply to the existing owners at the existing locations and is not transferable to any other person or any other location within the limits of the Town of Minto.

POLICY

Proposed Policy Requirements Existing Keepers of Backyard Hens

Rules

In order to obtain an exemption from the Town of Minto Council under Schedule "A" of By-law 02-80 to permit keeping of hens in a residentially zoned area, no person shall keep, or permit to be kept any hens except in accordance with the following rules:

- (1) A flock of no more than five hens may be kept on a residential property within a coop which shall be located in a rear yard where no part of any pen is closer than 33 feet (10 metres) from any part of a church or residence building (including the on-site residence), and at least three (3) metres (ten feet) from any interior side or rear lot line, with no locations in front or exterior side yard.
- (2) Any coop shall be constructed to prevent the escape of the hens kept therein and shall include sufficient space covered by roof and walls to provide protection from the weather as well as an outdoor run or area enclosed by fencing, wire or similar material on all sides including overhead.
- (3) The appearance of each coop shall be properly maintained, by regular painting, or shall be finished with permanent siding, and in all cases shall comply with the requirements of the Zoning By-law and Property Standards By-law.
- (4) All equipment and material used to keep or care for hens shall be stored within a building or structure, or under cover, and screened from the view of the general public, and, where it is necessary to do so, a hedge or other such vegetation shall be planted, or a solid fence erected, to act as a screen.
- (5) All refuse resulting from keeping of hens shall be contained in air tight containers so as to prevent odours and disposed of in a manner that will not create a public nuisance or health hazard.
- (6) Hens shall be properly cared for and supplied with sufficient food, water, veterinary care as needed to maintain good health.
- (7) All food for the hens shall be kept in rodent proof containers.
- (8) Sick or expired hens shall be disposed of under the direction a veterinarian or public health professional so as to prevent and control common infectious diseases and protect public health.

Town Licensed Flocks

No person shall be permitted to keep or allow to be kept any hens on any residential property unless a license has been issued by the Town of Minto subject to the following terms:

- (a) The licensing period shall be 12 months starting on the day a licence is issued, which for all licenses shall commence on the first business day annually in November.
- (b) The applicant shall complete a licence application, supply a site plan or coop design/layout, file any information required by the Town to ensure compliance with the requirements of this policy, and pay the required fee as set out in the applicable By-law prior to a licence being issued (proposed \$50).
- (c) The Town shall provide notice to adjoining property owners that a licence for keeping of hens has been applied for including the number of hens to be kept and a copy of the application. A copy of the application and license shall be sent to Wellington Dufferin Guelph Public Health.
- (d) A licence shall be issued to an owner who has been granted an exemption under By-law 02-80 by Town of Minto Council only if the application meets the requirements of this policy except however the license may be denied or revoked at the sole discretion of the Town if:
 - i) the issuance or the holding of a licence would be contrary to the public interest in respect of the health and safety of any person or animal; or a nuisance to nearby properties;
 - ii) any application or other document provided to the Town by or on behalf of the owner contains a false statement, or provides false information;
 - iii) the applicant does not meet the requirements of this By-law or any other applicable By-law, code or requirement.
- (e) In making a decision as to whether to revoke a license, the Town shall consider, among other relevant matters, the nature of any objection(s) received from nearby or adjoining property owner(s), the documented condition of the location, the history of the operation, and/or the recommendation of a veterinarian or similar professional if necessary.

- (f) Any person holding a licence under this section shall produce the licence upon the request of an officer or employee of the Town.
- (g) A license is not transferable and shall not continue with a property.
- (h) Owners shall maintain relevant contact information so that the Town or Health Unit may easily contact all license holders with information on care, health or other material deemed necessary.
- (i) With regard to any license application or any license issued, the Town or its appointed officers may enter the lands to inspect a coop during regular business hours without prior notice.
- (j) Town of Minto Council at any time may direct that no licenses shall be provided or renewed and may immediately revoke any exemption to By-law 02-80 and require all owners to discontinue the practice of keeping hens in a back yard.

Sample Coops

The following are examples of the types of coops the Town may consider acceptable for keeping an existing flock of five or less hens. The examples shown comply with this policy in that they include fully covered areas with sufficient protection from the elements plus fully enclosed out door run.



Alternate designs may be permitted so long as the intent of this policy is maintained.



Staff Report

Report #: BD2016-14

Date: May 17, 2016

Submitted By: Carol House – Chief Building Official

Subject: Building Permit Activity Report

Recommendations:

Be it resolved that Council hereby receives Building Department Building Activity Report dated May 17, 2016 for information.

Background:

Overall the building permit numbers this year are similar over last year's numbers. For the month of April, we have issued 20 permits, 3 of which were for new housing starts and one commercial major renovation permit. Building permit fees and construction values are similar when compared to the same time last year.

See attached appendices for full breakdown of the comparison of the 2016 building permit activity vs. 2015 building permit activity.

Financial Impact:

None

Communications Plan:

To be presented at a regular council meeting for information

Appendices:

Appendix I – Building Permit to Date – April 30 2016
 Appendix II – Monthly Comparison – April 2016

Appendix I - Building Permit to Date

Town Of Erin

Permit Comparison Summary

Issued For Period APR 1,2016 To APR 30,2016

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
Accessory Building						
Deck	2	757.24	30,000.00	0	0.00	0.00
Pool	1	200.00	50,000.00	1	200.00	75,000.00
Accessory Building - Residential						
Accessory Building - Residential	2	2,530.80	100,000.00	3	1,294.70	85,000.00
Change of Use						
Change of Use	0	0.00	0.00	2	950.00	5,050.00
Commercial						
Commercial - Major renovation	0	0.00	0.00	1	2,000.00	30,000.00
Farm Building						
Farm Building - New	0	0.00	0.00	2	1,738.20	106,000.00
Institutional						
Institutional - Minor	0	0.00	0.00	1	750.00	25,000.00
Residential						
Residential - Major	6	10,075.00	1,345,000.00	1	3,735.27	120,000.00
Residential - New						
Residential -SDR	3	9,195.90	1,473,000.00	3	9,571.93	1,425,000.00
Septic Permit						
Septic Permit	5	2,500.00	0.00	3	1,500.00	0.00
Septic Permit - Tank Replacement	0	0.00	0.00	3	600.00	5,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	19	20
Total Dwelling Units Created	3	3
Total Permit Value	2,998,000.00	1,876,050.00
Total Permit Fees	25,258.94	22,340.10
Total Compliance Letters Issued	3	12
Total Compliance Letter Fees	225.00	900.00

<u>Permit Charge</u>	<u>Amount</u>
Accessory Building - Residenti	1,294.70
Change of Use	950.00
Commercial - Major renovation	2,000.00

Town Of Erin

Permit Comparison Summary

Issued For Period APR 1,2016 To APR 30,2016

Farm Building - New	1,738.20
Institutional - Minor	750.00
Pool	200.00
Residential - Major	3,735.27
Residential -SDR	9,571.93
Septic Permit	1,500.00
Septic Permit - Tank Replaceme	600.00

Total	22,340.10
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Town Of Erin

Permit Comparison SummaryIssued For Period **JAN 1,2016** To **APR 30,2016**

	Previous Year			Current Year		
	Permit Count	Fees	Value	Permit Count	Fees	Value
Accessory Building						
Deck	2	757.24	30,000.00	1	392.27	15,550.00
Pool	2	400.00	90,000.00	1	200.00	75,000.00
Accessory Building - Residential						
Accessory Building - Residential	4	4,219.98	177,000.00	10	6,010.58	282,000.00
Change of Use						
Change of Use	0	0.00	0.00	2	950.00	5,050.00
Commercial						
Commercial - Major renovation	3	4,750.00	85,778.00	1	2,000.00	30,000.00
Commercial - Minor renovation	0	0.00	0.00	1	750.00	20,000.00
Demolition						
Demolition Permit	0	0.00	0.00	3	600.00	5,100.00
Farm Building						
Farm Building - Addition/renovation	2	2,057.60	487,500.00	2	1,500.00	120,000.00
Farm Building - New	2	1,669.20	76,300.00	2	1,738.20	106,000.00
Industrial						
Industrial	0	0.00	0.00	2	0.00	620,000.00
Industrial - Major	1	6,320.00	400,000.00	1	1,417.50	160,000.00
Institutional						
Institutional - Minor	0	0.00	0.00	1	750.00	25,000.00
Residential						
Residential - Major	9	15,000.74	1,640,000.00	6	14,473.31	830,000.00
Residential - Minor	1	150.00	10,000.00	6	1,272.39	274,000.00
Residential - New						
Residential -SDR	5	16,941.23	2,518,000.00	10	27,212.69	3,970,000.00
Septic Permit						
Septic Permit	11	5,075.00	0.00	15	7,500.00	53,500.00
Septic Permit - Class 2	0	0.00	0.00	1	500.00	0.00
Septic Permit - Tank Replacement	1	200.00	0.00	4	800.00	11,000.00

	<u>Previous Year</u>	<u>Current Year</u>
Total Permits Issued	43	69
Total Dwelling Units Created	5	9
Total Permit Value	5,514,578.00	6,602,200.00
Total Permit Fees	57,540.99	68,066.94
Total Compliance Letters Issued	7	25
Total Compliance Letter Fees	525.00	1,875.00

Town Of Erin

Permit Comparison SummaryIssued For Period **JAN 1,2016** To **APR 30,2016**

Permit Charge	Amount
Accessory Building - Residenti	6,010.58
Change of Use	950.00
Commercial - Major renovation	2,000.00
Commercial - Minor renovation	750.00
Deck	392.27
Demolition Permit	600.00
Farm Building - Addition/renov	1,500.00
Farm Building - New	1,738.20
Industrial	0.00
Industrial - Major	1,417.50
Institutional - Minor	750.00
Pool	200.00
Residential - Major	14,473.31
Residential - Minor	1,272.39
Residential -SDR	27,212.69
Septic Permit	7,500.00
Septic Permit - Class 2	500.00
Septic Permit - Tank Replaceme	800.00
Total	68,066.94



Staff Report

Report #: BD2016-16

Date: May-17-16

Submitted By: Carol House – Chief Building Official

Subject: Demolition Report – 5318 Wellington County Road 125

Recommendations:

Be it resolved that Council hereby receives Building Department Demolition Report, dated May 17, 2016, regarding the application for demolition permit to demolish 2 single residential dwelling located at 5318 Wellington County Road 125, Town of Erin, Assessment Roll No. 23 16 000 005 06400 0000

AND THAT Council hereby approves the issuance of the demolition permit.

Background:

Bylaw 05-57 designates the Town of Erin as an area subject to demolition control in accordance with Section 33 of the Planning Act, 1990. As noted in Section 1 of the bylaw, “no person shall demolish or otherwise remove the whole or any part of any residential property in the Town of Erin unless that person is the holder of a demolition permit issued for that residential property by the council for the Corporation of the Town of Erin under Section 33 of the Planning Act, 1990.”

Proposed Demolition:

The owner has applied for a demolition permit to demolish and remove two houses that are existing. The Building Department has not received an application to construct a replacement house on the property.

Information:

The demolition permit application was received May 4, 2016.

Property Information:

Owner: Grand River Conservation Authority

Legal Description: Concession 2 East Part Lot 11

Assessment Roll No.: 23 16 000 005 06400 0000

Zoned: Agricultural (A) Zone and Rural Environmental Protection (EP2) Zone

Financial Impact:

None

Consultation:

Council

Communications Plan:

Through regular council meeting

Conclusion:

The Building Department has no objection to the demolition application.

Appendices:

Appendix I – Site plan showing houses to be demolished

Appendix II –photos of houses proposed to be demolished

Appendix I – Site plan showing houses to be demolished



Appendix II –photos of house one proposed to be demolished

Front Elevation



Rear Elevation



Side 1 Elevation



Photos of house two proposed to be demolished

Front/side view



Rear/side view





Staff Report

Report #: BD2016-17

Date: May-17-16

Submitted By: Carol House and Jessica Wilton – Building and Planning

Subject: Site Plan Control – Securities Reduction Recommendation

Recommendations:

Be it resolved that Council hereby receives staff report, regarding the reduction in securities for site plan control application in the Town of Erin;

AND THAT Council hereby considers the reduction in securities and advise which option would be best for future applications in the Town of Erin.

Background:

On May 1, 2001 Council approved By-law 01-32 to designate the whole of the Town of Erin as a site plan control area. This is pursuant to Section 41 of the Planning Act, as amended, that Council of a municipality having an approved Official Plan which designates a proposed site plan control area may by by-law; designate the whole or any part of such area as a site plan control area.

On June 22, 2004 Council amended By-law 01-32 for the inclusion of an Appendix for more detail on the Site Plan Control process for the municipality. (See attached amended By-law 04-37 with detailed Appendix A).

On November 16, 2010 Council approved resolution #10-282 that requires Council to approve site plan control application conditionally, including conditions to be satisfied prior to development (building permit issuance) and conditions to be satisfied prior to securities being released.

On July 12, 2011 Council repeals By-law 04-37 (as it amends By-law 01-32) to remove the requirement for a site plan agreement unless the site plan approval involves site work on municipal lands.

Information:

The purpose for site plan control securities is to ensure that if a developers stops their construction project before it is complete the Town has money to bring the site back to its

original development (usually vacant land), or if they are not complying with the approved site plan submitted and the Town has cost incurred because of this. The approved appendix on June 22, 2004 outlines that the securities requested is 125 percent of the estimate cost of construction for both on and off-site construction. It has been recommended from Triton Engineering in staff meetings to look at 125 percent of securities for off-site estimated construction cost (town lands including ditched, sidewalks, utilities etc.), and 50 percent of securities for onsite estimated construction cost. Through site plan control process Triton Engineers review the cost estimate sheet for construction and approve the fees before the applicant can continue with any development. Therefore if we reduce the securities for onsite construction it will still be reviewed and approved to ensure they are accurate cost estimates and appropriate securities are being collected.

Town staff has also considered the securities to be lower if it is a minor site plan control application. Currently Town staff determines if an application is minor in nature. The application still goes through the same process as regular site plan control, however the application fees are lower, and therefore the securities could be lower as well.

For this report Town staff has compared site plan control securities to other surrounding municipalities.

Currently Town of Caledon is asking for 100% of estimated site work securities.

Guelph Eramosa Township has recently gone to Council with a few options suggesting 100% of site work, 50% of site work or 10% of site work.

Town of Orangeville asks for 100 % of the cost of paving, works in Right-of-Ways and landscaping.

Financial Impact:

Could result in increased development in the Town of Erin.

Consultation:

Council, CAO

Surrounding municipalities' site plan control securities.

Communications Plan:

Through Regular Council Meeting

Conclusion:

In conclusion, the reduction in securities could increase development in the Town of Erin and allow for smaller business to follow through with site plan control guidelines issued by the Town.

Appendices:

Appendix I – Current Site Plan Control Application

Appendix II – Amended By-law 04-37 Appendix A



Town of Erin Site Plan Approval Application Form

Please contact Jessica Wilton to arrange a Pre-consultation Meeting at jessica.wilton@erin.ca or 519 855-4407 x 240

Pre-consultation Meeting Date: _____ Staff Member: _____

Legal Description Address: _____

Roll No: 2316-0000 - _____ - _____ - _____
(this becomes your site plan application file no. for all submission material).

OWNER: Name: _____
Telephone: _____
Email address: _____
Mailing address: _____

AGENT: Name: _____
(if applicable) Telephone: _____
Email address: _____ Mailing
address: _____

DETAILS OF PROPOSAL: What is being developed? (and/or demolished?)

OFFICIAL PLAN DESIGNATION: _____

ZONING: _____
(staff to confirm conformity)

Special Provisions or CAV decisions which apply? _____

HERITAGE INVENTORY: Are there any existing buildings on site, which you intend to demolish? _____
(the buildings on your property may be listed on the Town of Erin Heritage Inventory, please confirm with staff).

SITE STATISTICS:

Lot Area:	
Area of Building; Footprint	
Area of Septic bed & field:	
Easements/encumbrances on the lot?	
Gross Floor Area:	
Area of paved driveway & parking	
Parking spaces required	
Parking spaces provided	
Other	

APPLICABLE FEES:

Site Plan Application fee - \$2,000.00
 Site Plan deposit - \$5,000.00

- * Exception: Minor Revision /Extension – As per resolution #11-258 Council delegates authority to staff to exempt site plan approval for additions to structure provided the following circumstances;
- Expansion to existing buildings less than 50m² ground coverage.
 - No significant change to existing drainage or grading.
 - No change to existing vehicular access of site.

* For minor revision there is a reduced application fee of \$500.00 and site plan deposit fee of \$1000.00 as per By-law #01-28.

DRAWINGS AND REPORTS as determined by Town staff at the pre-consultation meeting.

Please submit **3 copies + an electronic copy** forwarded to jessica.wilton@erin.ca

Req'd	DRAWINGS	Details
✓	Survey topography and/or legal	
✓	Deed	
✓	Site Plan	
✓	Grading Plan	
✓	Landscape Plan (including existing trees)	
✓	Building Elevations & Floor Plans	
✓	Worksheet of Site Work Costs (blank attached)	
	Existing Site Plans and agreements registered on title	
	Other	
	REPORTS	
	Traffic Report	
	Stormwater Management Study	
	Site Specific/Other Requirements	
	Photometric Plan, (if outside lighting prov'd)	
	Other	

*other information requirements may include but not limited to; architectural heritage assessment, truck turning plan, pedestrian network plan, noise report, shadow study, construction storage and parking plan, environmental assessment report, environmental impact report, functional Service Report

PROPERTY OWNER AUTHORIZATION:

I hereby apply for Site Plan approval under Section 41 of the Planning Act 2001, as amended. I am aware that all information I submit is available to the public under the authority of the Planning Act as a development application.

 Owner of the Property,
 (OR I have the authority to bind the Corporation)

WORKSHEET of ESTIMATED COSTS of SERVICESI WORKS					Estimated Cost Totals
For: _____					
No.	Description of Work	Quantity	Unit Price	Cost	
1. On-site works to be constructed:					
a	Lot grading and surface drainage		\$	\$	
b	Lighting			\$	
c	Finish grading		\$	\$	
d	Sodding		\$	\$	
e	Concrete Walks		\$	\$	
f	Temporary fencing		\$	\$	
g	Installation of construction access		\$	\$	
h	Underground water service pipe			\$	
i	Roof water drainage			\$	
j	Storm sewer and outlet			\$	
k	Curbed and asphalted parking and loading area as follows:				
l	Granular 'B' (or Pit Run)		\$	\$	
m	Granular 'A'		\$	\$	
n	Light duty asphalt		\$	\$	
o	Private on-site sewage disposal			\$	
Subtotal					
Subtotal					
a	Curbed & paved entrances				
b	Ditching and sodding of ditch				
c	Connection to water main				
Subtotal					
Subtotal					
a	Electrical as approved by Hydro One				
b	Telephone Service				
c	Natural gas				
Subtotal					
Subtotal					
a	Consultant fees for site work			\$	
b	Testing company fees			\$	
Subtotal					
TOTAL ESTIMATED COST OF WORKS					
125% OF TOTAL ESTIMATED COSTS OF WORKS					

THE CORPORATION OF THE TOWN OF ERIN

By-Law Number 04 - 37

Being a By-law to amend the Site Plan Control By-Law 01-32, Being a By-Law designating the whole of the Town of Erin as a Site plan control area, with the inclusion of the Site Plan Control Agreement as Appendix A.

WHEREAS, pursuant to Section 41 of the Planning Act, as amended, the Council of a municipality having an approved Official Plan which designates a proposed site plan control area may by By-law, designate the whole or part of such area as a site plan control area;

AND WHEREAS Council deems it appropriate to amend By-law 01-32 with respect to the inclusion of Appendix A as the Site Plan Control Agreement to be used;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ERIN HEREBY ENACTS AS FOLLOWS;

- 1. By-law 01-32 is hereby amended by including Appendix A, the Site Plan Control Agreement, last Revision 6/17/2004, as attached, to this by-law, to be used for all Site Plan Control Agreements required by the municipality.
- 2. That this By-law will come into force and take effect upon final passage thereof.

Read a first and second time this 22 day of June, 2004.

Read a third time and finally passed this 22 day of June, 2004.

[Signature]
Mayor

[Signature]
Clerk

Repealed
Repealed By-law 11-36 Appendix A

**TOWN OF ERIN
SITE PLAN CONTROL AGREEMENT**

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**TOWN OF ERIN
SITE PLAN CONTROL AGREEMENT**

1. PREAMBLE

THIS AGREEMENT, made in quadruplicate on the _____ day of _____, 2004.

B E T W E E N:

THE CORPORATION OF THE TOWN OF ERIN
Hereinafter called the "Town" of the First Part

- and -

Hereinafter called the "Owner" of the Second Part

- and -

NOTE: ALL EXISTING ENCUMBRANCES MUST EXECUTE THIS AGREEMENT

Hereinafter called the "Mortgagee of the Third Part

WHEREAS the Owner represents and warrants that they are the registered owners of the lands described in Schedule A hereto, (hereinafter called the Lands), subject to a mortgage in favour of the Parties of the Third Part;

AND WHEREAS the Town has enacted a Site Plan Control By-law, Town of Erin By-Law No. 01-32 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990, Chapter P.13, which is still in full force and effect;

AND WHEREAS each and every term, covenant and condition contained herein in this Agreement is binding upon the Owner and when registered on title is binding upon the successors in title;

AND WHEREAS the Owner has applied to the Town to construct _____ gross floor area, in accordance with the site plan and drawings attached hereto as Schedule B ("Approved Site Plan"), Schedules C, D, and F;

AND WHEREAS the Council of the Town is of the opinion that it is in the best interest of the Town and its inhabitants to approve the aforementioned development proposal upon the Owner agreeing to observe the terms, covenants and conditions set forth in this Agreement;

AND WHEREAS s.41(7)(c) of the Planning Act permits the Town to enter into a site plan agreement as a condition to the approval of plans and drawings;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the Town approving the Site Plan for the development of the Lands and compliance with the conditions in the Site Plan Control By-law and the sum of One Dollar (\$1.00) (the receipt whereof is hereby acknowledged) the Owner, for itself and for all successors in title, hereby agrees with the Town as follows:

2. DEFINITIONS

Various works and terms used in the Agreement shall be defined and understood as follows:

1. "Owner" - includes the current and any subsequent owner of an interest in the subject Lands or any part thereof.
2. "Owner's Engineer" - means a Consulting Engineer registered with the Professional Engineers of Ontario, retained by the Owner to carry out the obligations of this Agreement. Any obligations imposed on the Owner's Engineer by this Agreement are obligations of the Owner which are to be discharged by the Owner's Engineer.
3. "Town's Engineer" - means a Consulting Engineer registered with the Professional Engineers of Ontario, retained by the Town to grant the engineering approvals required by this Agreement. Any engineering approvals granted by the Town Engineer under this Agreement shall be deemed to be approvals granted by the Town.

4. "Services and Works" means and includes those services and works which are considered Municipal Services and Site Services shown on or referred to in any one or more of the plans and drawings and schedules to this Agreement. Municipal Services include those services located within the Municipal right-of-way on a block or easement registered in favour of the Town. Site Services are the balance of the services located within the boundary of the property that are not considered Municipal Services.
5. "Plans and Drawings" means the plans and drawings referred to in the Schedules to this Agreement, and approved by the Town, copies of which have been filed with the Town and initialed by the Parties hereto and such additional plans and drawings as may be subsequently approved by the Town including plans and drawings which revise or replace any one or more of the plans and drawings forming part of this Agreement.

3. AFFECTED LANDS

- a. The Lands to which this Agreement shall apply are shown and described on Schedule A to this Agreement.

4. ATTACHED SCHEDULES

- a. The following Schedules are attached to and form part of this Agreement.
- i. Schedule A Description of the Lands.
 - ii. Schedule B The Approved Site Plan.
 - iii. Schedule C A List of the Services and Works and Utilities to be Constructed.
 - iv. Schedule D The Estimated Costs of Services and Works to be Constructed.
 - v. Schedule E Monies Payable to the Town.
 - vi. Schedule F List of Approved Plans and Drawings. (if applicable)

5. ADMINISTRATION

a. REGISTRATION OF AGREEMENT

- i. This Agreement shall be registered by the Town against the Lands and shall be enforceable against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, against any and all subsequent owners of the land or any part thereof.

b. VOIDING AGREEMENT

- i. If the services and works covered by this Agreement are not completed within two (2) years from the date of execution of this Agreement, the Town may, at its option, declare this Agreement null and void and shall be permitted to register against the Lands notice that it considers the Agreement null and void because of its breach by the Owner.

c. RELEASE

- i. The Town may, from time to time, when satisfied that part or all of the requirements of this Agreement have been fully and finally complied with, grant a partial or full release, as the case may be, from part or all of the requirements of this Agreement and such release, if granted, shall be registered by the Town against the subject lands.

d. SUCCESSORS IN TITLE

- i. The Owner hereby constitutes any successor in title with full authority to enter into any agreement or agreements with the Town to amend this Agreement from time to time.

e. ASSIGNMENT

- i. The Owner shall not assign this Agreement without the consent of the Town and such consent shall not be unreasonably withheld.

f. AGREEMENT BINDING

- i. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and successors in title.

g. MORTGAGEES

- i. The Party(ies) of the Third Part join herein to consent hereto and to bind their interest in the subject lands and agree to be bound by the terms of this Agreement.

h. AGENCY APPROVAL

- i. Upon the request of the Town, the Owner shall provide to the Town written confirmation of approval of the Site Plan by any other agencies and utility companies.

i. NOTICES

- i. Any notice required or permitted to be given hereunder shall be in writing and may be served either personally or by mailing such notice by registered mail, postage prepaid, as follows:

To the Town at: The Corporation of the Town of Erin
 c/o Ms. Lisa Hass, Town Manager
 5684 Wellington Rd. 24, R. R. # 2
 Hillsburgh, Ontario, NOB 1Z0

To the Owner at:

To the Mortgagee(s) at:

j. ADJACENT LANDS

- i. The Owner shall be responsible for the cost of all work on or adjacent to the Lands which are required under the terms of this Agreement and/or indicated on the approved plans and drawings including, without limiting the generality of the foregoing, the cost of all works required for drainage of surface water and roof water, connections to the watermain and water service pipe, construction of driveway approaches, including curbing, relocation of existing utilities where necessary, all of which shall be done and performed and all material for the said work shall be supplied to the satisfaction of the Town.

k. INSPECTION OF FACILITIES

- i. The Owner hereby grants to the Town, its servants, agents and contractors a license to enter upon the Lands for the purposes of inspection of the works and facilities, and to perform such work as may be required as a result of a default by the Owner, at the Owner's expense.

l. ENFORCEMENT

- i. The Town may enforce the provisions of this Agreement and may perform any of the Owner's obligations on their behalf at their expense in the case of default by the Owner, and the Owner shall reimburse the Town for such expenses forthwith upon being invoiced therefor. Any amount remaining unpaid may be deducted from the security lodged pursuant to this Agreement or may be collected as by action or taxes pursuant to Section 427 of the Municipal Act, 2001, S.O. 2001, Chapter c.25, as amended.

m. SEVERANCE OF ULTRA VIRES TERMS

- i. If any term of this Agreement shall be found to be Ultra Vires of the Town, or otherwise unlawful, such term shall conclusively be deemed to be severable and the remainder of this Agreement, mutatis mutandis, shall be and remain in full force and effect.

n. ESTOPPEL AGAINST OWNER

- i. The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term of it and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings. Notwithstanding the foregoing, if at any time during the currency of the Agreement it is found by any Court of competent jurisdiction, any administrative tribunal or Ministry of Government that this Agreement or any part thereof is void insofar as the Town is empowered to enter into this Agreement then no obligation, liability or duty of any nature or kind whatsoever whether in law or in equity shall be imposed upon the Town to carry out any part of this Agreement found to be void.

o. **EFFECTIVE DATE**

- i. This Agreement shall be in effect from the above date unless rescinded or amended by agreement between the Owner and the Town.

6. SECURITIES

a. **LETTER OF CREDIT**

- i. As required by this Agreement and not less than ten (10) days prior to commencement of construction, the Owner shall lodge with the Town a standby irrevocable Letter of Credit, in a form satisfactory to the Town, in the amount of 125% of the estimated cost of the services and works to be constructed based upon the estimated cost set forth in Schedule D annexed to this Agreement, as approved by the Town. The Owner shall provide to the Town a tender summary for services and works to be constructed in accordance with this Agreement. In the event such costs of construction vary in excess of 5% from those as estimated in Schedule D, the amount of the Letter of Credit shall be adjusted accordingly.

- ii. This Letter of Credit shall be security to ensure that the works and services to be provided in accordance with this Agreement will be installed and completed in accordance with the provisions of Schedule C of this Agreement. The Letter of Credit shall specify that it cannot be cancelled or allowed to lapse unless prior notice by registered mail, has been received thirty (30) days in advance, by the Town, of any cancellation date or date of lapse. Any lapse or cancellation of the Letter of Credit shall be deemed to be a breach of this Agreement by the Owner and the Town shall have the right to draw down the Letter of Credit to a nil balance prior to its lapse or cancellation date. (The amount to be drawn down shall be sufficient to provide securities for the services and works outlined in Schedule C, and as estimated in Schedule D, as adjusted.)

iii. Municipal Services

As work is completed, inspected and approved by the Town, the security may be reduced, if so approved by the Town, provided there are no registered liens or outstanding claims against the subject lands, as confirmed by the Town's Solicitors, to an amount equal to 125% of the estimated cost of the work remaining to be completed, based on the adjusted amounts as set out above, including any approved extra works not specifically itemized in Schedule D, plus 25% of the cost of the works completed, as estimated by the Owner's Engineer. In no case will the security required under this Section be reduced to less than 25% of the value of works remaining until the granting of final approval by the Town as provided in Sections 9.d and 9. f.

Site Services

As work is completed, inspected and approved by the Town, the security may be reduced, if so approved by the Town provided there are no registered liens or outstanding claims against the subject lands, as confirmed by the Town's solicitors, to an amount equal to 125% of the estimated cost of the work remaining to be completed, based on the adjusted amounts as set out above, including any approved extra works not specifically itemized in Schedule D.

b. **LIEN ON LANDS**

- i. The Owner agrees that the costs, charges and expenses for which they are responsible shall form a charge and lien upon the Lands until such time as they are paid and in addition to any other remedies available to it, the Town may recover such amounts by action or as taxes pursuant to Section 427 of the Municipal Act, 2001, S.O. 2001, Chapter c.25, as amended.

c. **OWNER'S EXPENSE**

- i. Every provision of this Agreement by which the Owner is obligated in any way shall be deemed to include the words "at the expense of the Owner" unless specifically stated otherwise.

d. **DEVELOPMENT CHARGES**

- i. The Owner agrees unconditionally to pay to the Town without protest or qualification development charge(s) (herein called the "Development Charge") which will be calculated in accordance with the requirements of Town of Erin By-law 99-53 and amended Development Charges By-Law 01-12.
- ii. The Development Charge(s) shall be payable upon the execution of this

Agreement, under authority of s. 27 of the Development Charges Act, 1997, S.O. 1997, Chapter c. 27.

- iii. The Owner agrees that building permits will not be issued for any buildings or structures to be erected on the Lands until the Development Charge has been paid.
- e. **TAXES OWING**
 - i. Before the execution of this Agreement, the Owner shall pay all taxes owing on the Lands, and shall deposit with the Town all outstanding payments in respect of any local improvement charges.
- f. **TOWN'S ADMINISTRATIVE EXPENSES**
 - i. The Owner agrees to pay to the Town the reasonable administrative expenses of the Town in connection with the development of the Lands which, without limiting the generality of the foregoing, shall include all the expenses of the Town heretofore and hereafter incurred for legal, engineering, surveying, planning and inspection services, extra council meetings, if any, and clerk's and other employees' extra time, if any, and for this purpose shall pay such costs from time to time upon demand.
- g. **STATUTORY DECLARATIONS OF ACCOUNTS PAID**
 - i. The Owner agrees that upon applying for a reduction or discharge of securities, they shall supply the Town with a Statutory Declaration that all accounts for services and works and materials for such services and works have been paid, except the normal guarantee holdbacks, and that there are no claims for liens or otherwise in connection with such services and works done or materials supplied for or on behalf of the Owner in connection with this Agreement.

7. **LIABILITY AND INSURANCE**

a. **OWNER'S LIABILITIES**

- i. The Owner covenants to indemnify and save harmless the Town against all legal liability for losses, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything done or omitted to be done by the Owner or any servant, contractor or agent of the Owner, in connection with the Lands, whether or not in performance of this Agreement.
- ii. For the purposes aforesaid, the Owner shall purchase a contract of liability insurance and shall deposit a certified copy of same with the Town Clerk which policy shall contain terms and be in a form satisfactory to the Town, in any event, shall not be less than \$2,000,000.00 all inclusive for public liability and property damage including any environmental damage or impacts, including spills. Such contract of insurance shall contain cross-liability clauses naming the Town and the Town's Engineer as additional co-insured, and the premium for this contract shall be prepaid for at least one (1) year. The issuance of such contract shall not be construed as relieving the Owner from responsibility for other or larger claims for which it may be held responsible.
- iii. The policy shall specify that it cannot be altered, cancelled or allowed to lapse unless prior notice, by registered mail, has been received thirty (30) days in advance, by the Town and the Town's Engineer of any proposed alteration, cancellation date, or date of lapse. A lapse of this policy prior to release of this Agreement by the Town shall be deemed to be a breach of this Agreement by the Owner.
- iv. The insurance policy may contain an exclusion for blasting and if it does and blasting is found necessary, no blasting shall be done until a blasting insurance endorsement is added.
- v. If the policy contains a deductible clause, the Owner must post an additional cash deposit with the Town in the amount of the deductible. The Owner also hereby agrees that the Town and the Town's Engineer may appoint an independent adjuster to investigate claims, less than the deductible amount and may pay such claims as are deemed valid by the adjuster out of this deposit. The Owner shall be responsible for all adjustments, service costs and shall maintain the deposit throughout the term of this Agreement in the full amount of the deductible.

b. **LIABILITY RELEASE**

- i. It is understood and agreed that the Town will make an effort with the available Town personnel to do inspections to strive for completion of the work in accordance with the approved plans, but the Owner and its successors and assigns hereby release the Town, its servants, agents and contractors, from any

responsibility, or liability arising directly, or indirectly out of any of the Town's obligations in relation to this Agreement.

- ii. The Owner for itself and all successors in title hereby releases the Town, its servants, agents and contractors from any and all liability in respect of the proper maintenance and operation of the services and works and matters referred to and provided for in this Agreement.

8. OWNER'S OBLIGATION(S) PRIOR TO CONSTRUCTION

a. OBLIGATION(S) PRIOR TO CONSTRUCTION OF SERVICES AND WORKS

- i. Deposited with the Town a Letter of Credit as required by Section 6 of this Agreement.
- ii. This Agreement has been executed, and the Owner has provided evidence to the Town that all relevant commenting agencies have been provided with a copy of this Agreement and are satisfied with its terms.
- iii. Deposited with the Town a \$5,000.00 deposit as an advance against the Owner's liability for the Town's administrative costs as set out in Section 6(f) of this Agreement.
- iv. Paid in full all outstanding taxes, including drainage, local improvement and special rates and charges.
- v. Deposited with the Town evidence that it has approvals with Hydro One, Bell Canada, the gas utility company and cable television and any other suppliers of utilities which the Town deems necessary to properly develop the Lands.
- vi. Paid a drainage levy in the amount of \$1,100.00 per acre (OWMS Subdivision only), pursuant to the OWMS Subdivision Agreement.
- vii. Paid all charges in accordance with the Development Charges By-law.
- viii. Obtained any approvals required by law.
- ix. Erected snow fences or other siltation and erosion control measures to the satisfaction of the Town. The silt fences and erosion control measures shall be erected prior to initiating any grading or construction on the Lands, and shall remain in place and in good repair during all phases of grading and construction.

b. RESPONSIBILITIES OF THE OWNER'S CONSULTING ENGINEER

- i. The Owner shall engage a Consulting Engineer registered with the Professional Engineers of Ontario and or an Ontario Land Surveyor to:
 - 1. Prepare the designs.
 - 2. Prepare and furnish all required drawings and specifications.
 - 3. Obtain all necessary approvals.
 - 4. Provide general administration and field layout and full-time supervision of construction.
 - 5. Provide final "record drawings" of all services, works, utilities and construction.
 - 6. Provide coordination and scheduling to comply with the timing provisions of this Agreement and the requirements of the Town for all the works specified in this Agreement.
 - 7. Verify on completion that the works have been constructed in accordance with the approved plans and specifications.
 - 8. Where the Owner is the applicant for a building permit, to satisfy the Town that the requirements of Section 11(a) have been complied with.
- ii. The Owner shall, forthwith upon demand, provide the Town with such number as the Town deems necessary of the designs, drawings and records prepared and maintained pursuant to this Agreement.

9. SERVICES, WORKS AND UTILITIES TO BE CONSTRUCTED

a. CONSTRUCTION BY OWNER

- i. The Owner shall construct the services and works set forth in Schedule C of this Agreement, at its expense and under the supervision of the Owner's Engineer in accordance with the terms of this Agreement and shall ensure that the utilities referred to in Section 8.a.v. of this Agreement are installed in accordance with the approval of such utilities and approved by the Town. If at any time, and from time to time during the development of the lands, the Town determines that additional services or utilities are necessary to provide adequately any of the services or utilities required pursuant to this Agreement, the Owner shall construct such additional services or utilities at its expense upon receiving written notice from the Town.

- b. **NOTIFICATION OF COMMENCEMENT**
- i. The Owner shall not commence construction of any of the services or works or utilities until it has provided seven (7) days prior written notice to the Town of its intention to commence such construction.
 - ii. The services, works and utilities shall be constructed expeditiously and continuously and all construction shall be completed within two (2) years from the date of execution of this Agreement unless extended by the Town. If, for any reason, there is a cessation or interruption of construction, the Owner shall so notify the Town and provide seven (7) days prior written notification to the Town before the construction is resumed.
- c. **CONSTRUCTION AND PROGRESS OF SERVICES AND WORKS**
- i. The Owner shall construct all services and works set forth in Schedule C and all utilities referred to in Section 8.a.v. in accordance with the Schedule of Progress and Completion which is to be provided to and approved by the Town prior to commencement of construction and shall carry out all other terms of this Agreement. If the Owner fails to do so or, having commenced to do so, fails or neglects to proceed with reasonable speed or in the manner required by the Town, the Town may, upon giving seven (7) days notice to the Owner of its intention to do so, enter upon the Lands and proceed to construct or complete the construction of such services or works or utilities including the repair or reconstruction of faulty work and carry out such other terms of this Agreement at the Owner's expense and pay such expense by deducting it from the security lodged by the Owner and any balance unpaid shall be a lien upon the Lands and shall be paid by the Owner forthwith upon demand and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, as amended, *supra*.
 - ii. It is understood and agreed between the Parties that any such entry by the Town shall be as agent for the Owner and shall not be deemed for any purpose whatsoever as acceptance or assumption of the said services or works or utilities by the Town or a waiver of any breach of this Agreement and the Town, in addition to all remedies it may have, may refuse to issue building permits or reduce letters of credit until the construction of such services or works or utilities are completed or such other breach of this Agreement is remedied.
- d. **PRELIMINARY APPROVAL OF MUNICIPAL SERVICES AND WORKS**
- i. When the Owner has constructed the municipal services, works and utilities outlined in this Agreement, the Town, within two weeks after being so notified shall inspect such services and works and shall deliver to the Owner a list of any deficiencies to be corrected which deficiencies shall be corrected as soon thereafter as is practicable (provided that the Owner shall not be responsible for any damage caused by the Town or its servants, employees and contractors). When such deficiencies have been corrected and if the Owner has fulfilled all other terms of this Agreement to that date, the Town shall grant preliminary approval, upon application of the Owner, and shall reduce the Letter of Credit accordingly and the Maintenance Period shall commence.
 - ii. Notwithstanding the foregoing, the Town shall not be required to make any inspections or perform any tests between November 1st and May 1st of the following year and shall not be required to approve the installation of any services or works based on tests performed in such period.
- e. **OPERATION, REPAIR AND MAINTENANCE OF MUNICIPAL SERVICES AND WORKS**
- i. The Owner shall be responsible for the operation, repair and maintenance of all municipal services and works to be constructed under this Agreement for (1) one year and thereafter until the Town has granted final approval. If during this period the Owner fails to carry out necessary work within twenty-four (24) hours after receiving a request from the Town, the Town may, without further notice, undertake such work and the cost thereof may be deducted from any securities remaining or shall be paid by the Owner forthwith upon demand, which costs shall include all administrative, legal and other expenses incurred by the Town in carrying out such work. Any amount that remains owing shall form a lien on the lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, *supra*.
- f. **FINAL APPROVAL OF MUNICIPAL SERVICES AND WORKS**
- i. Upon the completion of the balance of the municipal services and works required in accordance with this Agreement and prior to the expiration of the (1) year

maintenance period, the Owner shall make a written request to the Town for a final inspection. Such request shall be accompanied by a certificate from the Owner's Engineer verifying that the services and works have been constructed in accordance with the approved plans and specifications, together with the final record drawings required under Section 8.b.i.(5) of this Agreement, and a certificate from an Ontario Land Surveyor as required under Section 9.h. The Town shall make such inspection within two (2) weeks of the Town receiving such request and the Owner shall repair any deficiencies listed by the Town as soon as it is practical thereafter and upon all repairs being completed, and if the Owner has complied with all other terms of this Agreement, the Town shall grant final approval of such services and works, and thereupon the ownership of such services shall vest in the Town and thereafter the Town shall bear the costs of all expenses therewith. Where required to carry out the intent of this paragraph, the Owner shall deliver conveyances and transfers at no expense to the Town in a form acceptable to the Town's solicitor.

- ii. Notwithstanding the foregoing, the Town shall not be required to make any inspections or perform any tests between November 1st and May 1st of the following year and shall not be required to grant final approval of the installation of any services or works based on tests performed in such period.

g. **USE OF SERVICES AND WORKS BY THE TOWN**

- i. The Owner agrees that:

1. The services and works may be used prior to final approval by the Town or other persons authorized by the Town for the purpose for which such services were designed.
2. The employees or agents of the Town may enter onto the Lands at any time or from time to time for the purpose of making emergency repairs to any of the services at the expense of the Owner
3. The exercise of the powers contained in clauses (1) and (2) of this Section shall not be an acceptance of the services and works by the Town or an assumption by the Town of any liability in connection therewith or a release of the Owner from any of its obligations under this Agreement.

h. **SURVEYOR'S CERTIFICATE**

- i. Prior to final approval of the services and works to be constructed under this Agreement, the Owner shall supply a certificate from an Ontario Land Surveyor that it has found or replaced all the standard iron bars to within 2.5 cm of the finished grade at the location of the standard iron bar marking the boundaries of the property and easements or right-of-ways within the property.

10. DRAINAGE AND GRADING CONTROL

a. **GRADING CONTROL**

- i. The Site Plan which references the grading information (*OWMS Subdivision and Marshall Development*), as described in Schedule F, applies to the Lands to provide for the proper drainage thereof and of all adjacent lands which drain through the Lands.
- ii. The Owner shall not alter the grading without the consent of the Town, and hereby grants to the Town a right of entry in perpetuity for the purpose of inspecting and altering the grading. The Owner agrees to impose as a condition of the sale of the Lands or any portion of the Lands, and include in the conveyance thereof, a restrictive covenant that the purchaser, his heirs, executors, administrators, successors and assigns will not alter the approved lot grading without the consent of the Town and a right of re-entry in perpetuity that will allow at all reasonable times the Owner or the Town to enter on such lands for the purpose of checking such grades, levels and elevations and, where necessary altering such grades, levels and elevations at the Owner's expense.
- iii. The Owner shall not permit the installation of any underground lawn irrigation systems within the leaching bed area, or in any area that may detrimentally affect the operation and effectiveness of the leaching bed. No structures, including accessory buildings and no landscaping (other than grass) shall be located within the leaching bed area.

b. **DUST CONTROL**

- i. The Owner shall use such method to prevent any dust problem as the Town shall deem necessary and for this purpose, the Town may notify the Owner in writing from time to time of the requirements of the Town.

c. **CONSTRUCTION REFUSE**

- i. The Owner agrees to regularly dispose of all construction refuse and debris in an orderly and sanitary fashion. If the Owner fails to remove and dispose of construction refuse and debris to the satisfaction of the Town, the Town may give written notice to the Owner. If the Owner fails to dispose of the refuse and debris within forty-eight (48) hours after having received a written request from the Town to do so, the Town may, without further notice, undertake such removal and disposition and the cost thereof shall be paid by the Owner forthwith upon demand, which costs shall include all expenses incurred by the Town in carrying out such removal and disposal. Any amount that remains owing shall form a lien on the Lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, supra.

d. **CONSTRUCTION REQUIREMENTS**

- i. During the construction and installation of the services and works and during the construction of any building or structure on any part of the Lands, and the installation of any utility, the Owner shall observe, or cause to be observed the following provisions, and shall deliver a copy of this part of the Agreement to every contractor who may perform any of the foregoing work.
- ii. During road and drainage system construction, vehicular traffic must be kept off the sewage system areas to prevent soil compaction. No building materials or soil should be stock piled in sewage system envelopes.
- iii. All public roads which are to be used for access to the Lands during the development of the Lands and during any construction of buildings on the Lands shall be kept in good and usable condition, and, if damaged, shall be repaired immediately to the satisfaction of the Town Engineer at the cost of the Owner.
- iv. All vehicles and trucks making deliveries to or taking materials from the Lands or working on the Lands shall be adequately covered and reasonably loaded so as not to scatter refuse, rubbish or debris on any road whether within the Lands or not.
- v. All construction garbage shall be collected and disposed of in an orderly manner at an approved waste disposal site. Under no circumstances shall garbage or rubbish of any kind be disposed of by burning on the Lands without necessary approvals of the Ministry of Environment and Energy and the consent of the Town.
- vi. The Owner will neither dump nor permit to be dumped, any fill or debris on Town lands, nor remove or permit to be removed, any fill from any Town lands, other than that actually required to be removed for the construction of services in the Lands, without the written consent of the Town Engineer.
- vii. No blasting shall be carried out without the written consent of the Town having first been obtained.
- viii. The Owner shall keep the Lands free and clear of all noxious weeds or weed seeds to the satisfaction of the Town or local Weed Inspector, if any, and the Owner agrees that if it is ordered by either the Town or local Weed Inspector, it will immediately take steps to cut or spray any noxious weeds or weed seeds.
- ix. At any time, the Town Engineer may make qualitative or quantitative tests of any materials which have been or are proposed to be used in the construction of the services and the costs of such tests shall be paid by the Owner within ten (10) days of the account being rendered by the Town.
- x. The Owner agrees that no building equipment, including contractor's equipment, vehicles or materials which are to be used in the construction of any building or the services shall be parked or deposited at any time on any public road in the Town.
- xi. The Owner shall maintain access to all building sites at all times to the satisfaction of the Fire Chief for fire department equipment.

11. BUILDINGS, USE AND OCCUPANCY

a. **REQUIREMENTS FOR BUILDING PERMITS**

- i. The acceptance by the Town of any services constructed pursuant to this Agreement shall not be construed as consent to issue building permits for the construction of buildings within the Lands and no building permits shall be issued unless:
 1. There has been compliance with all of the provisions of this Agreement to the date of such application.
 2. The application complies with the terms and conditions of this Agreement and all applicable laws and includes the Site Plan attached as Schedule B.

3. The Site Plan attached as Schedule B has been certified by the Owner's Engineer or by a Registered Professional Engineer, or Ontario Land Surveyor (where a subsequent owner is the applicant) to be in compliance with the Site Grading Plan (*OWMS and Marshall only*) as described in Schedule F hereto, and has been submitted to the Town and has been approved by the Town's Engineer. The Site Plan shall clearly define all existing and proposed lot elevations, foundation elevations, sewage disposal system, driveway, walkout and swale, grades, well location, slopes, terracing and retaining walls, and any other information relative to the grading of the Lands.
 4. The Letter of Credit as outlined in Section 6.a. includes an amount for grading and drainage. These securities will be retained until the Town has issued a Certificate of Compliance and Occupancy, the Town is satisfied that all grading and drainage has been completed in accordance with the approved Site Plan and the Town has inspected the water service and shut-off and has confirmed that it is operational, is set to final grade and is satisfied with the water meter and meter reading device installation. This will require the submission of an as constructed Site Plan prepared by the Owner's Engineer or other authorized representative of the Owner who prepared the Site Plan and confirmation from the Town's Engineer that the grading of the Lands has been completed in accordance with the Site Plan and the Grading Control Plan. It may also require confirmation from the current registered owner of the Lands that there are no drainage or grading problems on the Lands.
 - a. Where the grading is not completed in accordance with the Site Plan within 30 days of written demand from the Town to the Owner, the Town may, in its absolute discretion complete the lot grading and pay any expense incurred as a result of the default by deducting any such amount from the security. Any amount that remains owing shall form a lien on the lands and may be collected by action or as municipal taxes pursuant to Section 427 of the Municipal Act, 2001, supra, 1990, Chap. M.45, as amended.
 5. The applicant has complied with the Town's requirements regarding the installation of a driveway culvert and an entrance as follows. The applicant for a building permit shall complete an application for an entrance and culvert permit and pay to the Town the Town's current entrance fee. The Town will provide the applicant with a list of approved contractors whom the applicant may use to install the entrance culvert. The applicant shall provide the Town with the name of the contractor selected to complete the works and the date the entrance is to be constructed. The applicant shall not proceed with the entrance culvert installation or use a contractor without the prior approval of the Town Public Works Superintendent. The size and location of the entrance culvert must be approved by the Town prior to the issuance of any building permits. On completion of the installation, the Town shall inspect the entrance and notify the applicant of any deficiencies that require correction. If there are no deficiencies, the Town will approve the installation.
 6. The Owner further agrees that the construction of the building will not proceed past the foundation stage until it has delivered to the Chief Building Official "as constructed drawings" prepared by a Registered Professional Engineer and or Ontario Land Surveyor showing the foundation wall elevation and the location of the foundation, and the Town's Engineer has confirmed that the foundation wall elevation complies with the levels shown on the approved plot plan and that the Chief Building Official has confirmed that the location of the foundation complies with the zoning by-law.
 7. All utilities for the Lands have been approved by the supplier of such utility.
- b. **REQUIREMENTS FOR USE AND OCCUPANCY**
- i. No building or any part thereof erected on any of the Lands shall be occupied until the Town has issued a Certificate of Compliance and Occupancy for a finished building, the final grading of the lands has been completed in accordance with the Site Plan and Site Grading Plan, the requirements of the Town's building by-laws have been met, all municipal services have been completed, all utilities

- have been completed and approved and the water, hydro and sewage services are functioning.
- ii. Occupancy may be permitted in the winter months provided the Town has issued a Certificate of Compliance and Occupancy for a finished or unfinished building (as the case may be) and that all utilities have been completed and approved and the water, hydro and sewage services are functioning. Any grading and entrance culverts not completed and approved by the Town prior to occupancy must be completed by June 1st in the following year.
 - iii. The Owner shall grade the Lands in accordance with the detailed Site Plan as approved.
 - iv. Anyone occupying any building or part thereof in contravention of this Section accepts all risk and liability for doing so and accepts all responsibility for complying with this Agreement
 - v. It is understood and agreed between the Parties that any such entry by the Town shall be as agent for the Owner and shall not be deemed for any purpose whatsoever as acceptance or assumption of the said services or utilities by the Town or a waiver of any breach of this Agreement and the Town, in addition to all remedies it may have, may refuse to issue building permits until the construction of such services and works or utilities are completed or such other breach of this Agreement is remedied.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their respective hands and seals.

THE CORPORATION OF THE TOWN OF ERIN

Per: _____
Rod Finnie, MAYOR (c/s)
Per: _____
Lisa Hass, TOWN MANAGER

THE OWNER

_____) _____
) Company Name
Witness _____) per: _____, Director, (c/s)
) (I have the authority to bind the corporation)
(Please print) _____)
) _____
) Company Name
) per: _____, Director
) (I have the authority to bind the corporation)

THE MORTGAGEE

_____) _____ (Signature)
) _____ (Please Print) (c/s)
Witness _____) (I have the authority to bind the corporation)
(Please print) _____)
) _____ (Signature)
) _____ (Please Print)
) (I have the authority to bind the corporation)

SCHEDULE A**DESCRIPTION OF THE LANDS**

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the Town of Erin, in the County of Wellington and being composed of

SCHEDULE B
THE APPROVED SITE PLAN

SCHEDULE C**SERVICES AND WORKS AND UTILITIES TO BE CONSTRUCTED (IN ACCORDANCE WITH THE CURRENT TOWN OF ERIN MUNICIPAL SERVICING STANDARDS)**

(as detailed on the Site Plan)

1. On-site services and works to be constructed: (sample only)
 - a. Grading and surface drainage
 - b. Lighting
 - c. Berms and landscaping
 - d. Underground water service pipe
 - e. Roof water drainage
 - f. Curbed and asphalted parking and loading areas
 - g. Private on-site sewage disposal

2. Municipal services and works to be constructed: (sample only)
 - a. Curbed and asphalted entrance
 - b. Ditching and sodding of ditch
 - c. Connection to watermain

3. Utilities to be provided: (sample only)
 - a. Electrical connection as approved by Hydro One
 - b. Telephone
 - c. Natural Gas

SCHEDULE D

ESTIMATED COSTS OF SERVICES AND WORKS (sample only)

SERVICES AND WORKS TO BE PROVIDED	ESTIMATED COST
1. On-site services and works to be constructed: (sample only)	
a. Lot grading and surface drainage	\$
b. Lighting	\$
c. Berms and landscaping	\$
d. Underground water service pipe	\$
e. Roof water drainage	\$
f. Curbed and asphalted parking and loading areas	\$
g. Private on-site sewage disposal	\$
2. Municipal services and works to be constructed: (sample only)	
a. Curbed and asphalted entrance	\$
b. Ditching and sodding of ditch	\$
c. Connection to watermain	\$
3. Utilities to be provided: (sample only)	
a. Electrical connection as approved by Hydro One	not applicable
b. Telephone	not applicable
c. Natural Gas	not applicable
4. Engineering Costs:	\$
TOTAL ESTIMATED COST OF WORKS	\$
125% OF TOTAL ESTIMATED COSTS OF WORKS	\$

SCHEDULE E

MONIES PAYABLE TO THE TOWN

ITEM	AMOUNT
In accordance with Section 6(f), the Owner agrees to pay the Town the costs of the Town's administrative expenses in connection with this Agreement, including without limiting the generality of the foregoing, such expenses as legal, engineering, surveying, planning and inspection expenses. As required by Section 8(a)iii, the Owner shall deposit \$5,000.00 with the Town to secure the Town's costs (<i>\$1,000.00 deposit applies to amendments to existing agreements</i>)	\$5,000.00 or \$1,000.00 (amendments only)
Site Plan Application Fee (<i>Application fee to amend existing agreements \$500.00</i>)	\$2,000.00 or \$500.00 (amendments only)
Entrance permit fee in accordance with Section 11(a)i(5).	\$
The drainage levy of \$1,100.00 per acre pursuant to Section 8(a)vi of the Agreement. (acres x \$1,100/acre) (<i>OWMS Subdivision only</i>)	\$
Any monies due and payable pursuant to the Development Charges By-law (\$0.31/ft ²) <u>or</u> if in water service area (\$0.31/ft ² + water connection fee of \$0.12/ft ²)	\$
Building Permit Fee	\$
Septic Permit Fee	\$
Water Meter (if applicable)	\$
Any other monies payable	\$

SCHEDULE F**LIST OF APPROVED PLANS AND DRAWINGS (OWMS subdivision and Marshall Development)**

Erin Industrial Park Site Servicing and Grading Plan, dated March 2001, prepared by Triton Engineering Services Limited.

Marshall Development Overall Site Grading and Drainage Plan, Drawing 1 of 6, prepared by R.E. Clipsham Limited, dated May 4, 1989, last revised April, 1990, Revision No. 3.

Town of Erin Municipal Servicing Standards, dated March 2001.

ERIN FIRE & EMERGENCY SERVICES

Monthly Fire Report



REPORT MONTH:		MARCH 2016											
		ERIN STATION #10				HILLSBURGH STATION #50				EAST GARAFRAXA			
		Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly	Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly	Mthly Total	2016 YTD	2015 YTD	\$ Loss Mthly
F I R E:	Type not specified:												
	Structure:			1			1	2				1	
	Vehicular:		1	1		1	1	1	\$25,000				
	Grass, Rubbish, etc:	1	1										
	Other:	1	2	3		2	2				1		
		Mthly TTL	2016 YTD	2015 YTD		Mthly TTL	2016 YTD	2015 YTD		Mthly TTL	2016 YTD	2015 YTD	
Medical Assist:		5	22	18		7	16	15				1	
Motor Vehicle Collision:			2	6			2	3		2	4	4	
Erin/Hillsburgh Assist			2	4				1					
Mutual Aid:			1				1	1					
C.O. Calls:		1	2	1			1	4					
False Alarms:													
Alarm Activation:		3	9	2			2	5				2	
Standby/Assist to Other Depts:													
Burning Complaints:													
Incorrect Pages:								1					
Other:		4	5	4		5	6	1				1	
T O T A L S:		MTHLY	2016 YTD	2015 YTD		MTHLY	2016 YTD	2015 YTD		MTHLY	2016 YTD	2015 YTD	
		15	47	40		15	32	34		2	5	9	
Estimated Total \$ Loss Due to Fire:			\$6,500	\$22,000		\$25,000	\$525,000	\$125,000		\$0	\$0	\$0	

Respectfully submitted, *Dan Callaghan* Fire Chief



Staff Report

Report #: Rec-2017-007

Date: May-10-16

Submitted By: **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

Subject: Arena Cladding Painting Hillsburgh and Erin Community Centre's

Recommendations:

Be it resolved that Council accepts the quotation from Cedarvale Painting in the amount of \$6,750 + HST for the painting of the exterior arena cladding at the Hillsburgh Community Centre.

And that Council accepts the quotation from Conrad Painting Limited in the amount of \$9,800 plus HST for the painting of the interior and exterior cladding at the Erin Community Centre.

Background:

During 2016 budget approval an approved RFP was created and posted on the Town website to paint the exterior arena cladding and the Hillsburgh Community Centre as well as to paint the interior and exterior cladding at the Erin Community Centre.

Four companies were invited to provide quotations for the project.

Invited companies were Cedarvale Painting, Conrad Painting Limited, Central Painting and Tri-City Painters.

We only received 2 bids by the deadline

- 1) Cedarvale Painting – HCC Arena Cladding \$6750.00 plus HST
ECC Arena Cladding - \$10,250 plus HST extras include arena roll up doors \$575.00 plus HST.
- 2) Conrad Painting Limited – HCC Arena Cladding \$8,600 plus HST
ECC Arena Cladding \$9,800 plus HST – includes the roll up doors

Part of the RFP was to have separate bids for the 2 Community Centres. The contractors providing the bids expressed an interest to do the work at both sites but would not decline the work at either if only chosen for one site.

Financial Impact:

The total cost for the painting of the arena cladding is:

Hillsburgh Community Centre - \$6750.00 + HST
Budgeted approval was \$11,500.00

Erin Community Centre - \$9,800 + HST
Budgeted approval was \$10,400.00

Consultation:

Discussion with the Painting Contractors that bid for the Arena Cladding painting as well as review paint specs required for the 2 facilities - allow us to make an informed decision that works best for our facilities.

Communications Plan:

Both bidders will be thanked for their quotes and offered the work approved by Council

Conclusion:

That Council accept the bid from Cedarvale Painting for the painting at the Hillsburgh Community Centre.

Also that Council accept the bid from Conrad Painting for the painting to be completed at the Erin Community Centre.

Appendices:

- 1) Approved RFP for Interior and Exterior Cladding Painting
Erin Community Centre – Interior and Exterior Cladding
Hillsburgh Community Centre – Exterior Cladding

TOWN OF ERIN

#5684 Trafalgar Rd., RR #2
Hillsburgh, Ontario N0B 1Z0
www.erin.ca

**Recreation Department**

Tel-Erin: (519) 833-2114, Ext.21
Tel-Hillsburgh (519) 855-4417
Fax (519) 855-4821

E-mail: graham.smith@erin.ca
Centre2000@erin.ca

The Corporation of the Town of Erin**Request for Proposal (RFP)****Interior and Exterior Cladding Painting****Erin Community Centre - Interior & Exterior
Cladding****Hillsburgh Community Centre – Exterior Cladding****RFP - REC – 2016- 003**

Issue Date: Monday April 18th 2016

Closing Date: Tuesday May 03rd 2016 at 4 pm

Contact: Graham Smith RRFA/CIT Supervisor of Parks & Recreation Facilities

Centre 2000
14 Boland Drive
Erin Ontario
N0B 1T0

T: 519-833-2114 ext. #21

F: 519-855-4821

E: graham.smith@erin.ca

1.0 INTRODUCTION

The Town of Erin is intending to paint the interior & exterior cladding and the Erin Community Centre as well as the exterior cladding at the Hillsburgh Community Centre. Addresses for each facility are listed below:

Erin Community Centre - 14 Boland Drive Erin Ontario N0B 1T0

Hillsburgh Community Centre - 95 Trafalgar Road Hillsburgh Ontario N0B 1Z0.

Qualified firms with requisite experience in the site preparation, supply and applying paint are invited to submit a quotation outlining how their products, work capabilities, performance warranty and overall price comply with the specification of this specific RFP document.

1.1 Submission of Proposals

Proposal will be required, clearly marked:

Building Maintenance – Exterior/Interior Painting of Cladding 2016 – Erin Community Centre

Building Maintenance – Exterior Painting of Cladding 2016 – Hillsburgh Community Centre

All documents submitted to the Town of Erin become the property of the Town of Erin, and as such, Proponents are advised that parts, or all, of their proposals may be subject to the provisions Ontario's Freedom of Information and Protection of Privacy Act.

1.2 Proposal Requirements

Proponents must submit separate proposal for each of the identified municipal sites. Each proposal shall include all information listed in Appendix A – Proposal Summary.

1.3 Evaluation of Proposals

The Town of Erin intends to evaluate proposals based on the following:

- a. Quality of the proposal
- b. Environmental Impact (Plan for reduction of waste/green packaging) etc.
- c. Economic Impact (Business Plan, proposed fee, hours of operation) etc.
- d. Social Impact (Use of local workers, local product) etc.
- e. Scope of preparatory work to prepare facilities for painting
- f. Other criteria, as determined by the Town of Erin

The Town of Erin intends to select the proposal that best serves the interests of the Town of Erin, as determined by the Town of Erin. As part of this process, the Town may choose to negotiate with any Proponent as part of the process leading to the selection of a preferred Proponent.

Please note for tour of the facilities, contact questions or technical questions contact the Supervisor of Parks and Receptions Graham Smith via email at graham.smith@erin.ca or alternatively by telephone at 519-833-2114 ext. 21. To ensure fairness to proponents, any and all questions that require detailed clarification or that may materially alter this RFP document shall be submitted in writing(email form is acceptable)

2.0 GENERAL INSTRUCTIONS TO PROPONENTS

2.1 Requests for Proposal Documents

All Requests for Proposal documents are available through the Town of Erin website at www.erin.ca The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included with their bid.

2.2 Proposal Submission Deadline

All submissions for the *Building Maintenance; Interior and Exterior Painting of Cladding 2016* are accepted **until, but not later than, 4:00 pm, Tuesday, May 03rd, 2016 at the Erin Community Centre 14 Boland Drive Erin Ontario N0B 1T0 at the facility office or by email to graham.smith@erin.ca .**

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

All proponents shall submit bid proposals, marked on the outside of the proposal envelope as follows:

All proposals must be CLEARLY marked

Building Maintenance – Exterior/Interior Painting of Cladding 2016 – Erin Community Centre

Building Maintenance – Exterior Painting of Cladding 2016 – Hillsburgh Community Centre

Town of Erin - RFP- REC-2016-003

Hard-copies of late proposals will not be accepted and will be returned unopened to the Proponent.

The Town of Erin reserves the right to reject, without penalty to the Town, any or all proposals.

2.3. Locations

- a) **Hillsburgh Community Centre – 95 Trafalgar Road Hillsburgh Ontario**
- b) **Erin Community Centre – 14 Boland Drive Erin Ontario**

2.2 CLOSING DATE/TIME

Proposals will be received until 4 pm on Tuesday May 03rd, 2016. Council will be presented with a recommendation of quotations received at the regular meeting of the town of Erin on Tuesday May 17th, 2016.

2.3 SUBMISSION REQUIREMENTS

The proponent shall submit one (1) sealed and duly executed copy of the complete RFP document, including any additional proposal-specific information by the closing date/time.

2.4 PROPONENT IDENTIFICATION

Each proposal shall contain the full legal name of the proponent, and be duly signed by a person with binding corporate authority

2.5 ACKNOWLEDGEMENT

The proponent acknowledges and confirms that their proposal is based entirely on the terms, specifications, requirements and conditions as set out in the RFP document, or as otherwise established through any formal addenda issued relative to this RFP.

2.6 ACCEPT OR REJECT PROPOSAL

The proponent is advised that the Corporation of The Town of Erin reserves the right to reject any or all proposals. The town of Erin may also, at its sole discretion, award the proposed work to other than the low proponent. The proponent is advised that failure to satisfy any term or condition of this RFP may result in rejection of said proposal. Further, any proposals not properly signed/dated, proposals received after the closing date/time, proposals that contain restrictions and or provisions, proposals completed in pencil, proposals with incomplete calculations, proposals lacking required information, will be rejected incomplete.

The acceptance of a Request for Proposal will be contingent upon, however not limited to the following considerations

- a) Ability to meet or exceed all specifications and requirements
- b) Ability and Experience
- c) Compliance with the Request for Proposal process
- d) Tendered Price

2.7 FREEDOM OF INFORMATION

The Proponent acknowledges that any information or documents provided in response to this RFP may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation

2.8 AMENDMENT OR WITHDRAWAL OF PROPOSALS

The proponent may amend or withdrawal their proposal prior to the closing date and time by submitting a clear and detailed written notice to the primary contact. All proposals become irrevocable after the closing date and time.

2.9 NEGOTIATIONS

Proponents are advised that the Town of Erin may negotiate terms, conditions, or alterations to the materials specified directly with the successful proponent

2.10 HEALTH AND SAFETY

All contractors who are working on a project for the Town of Erin shall prior to the commencement of any site work, provide proof of liability insurance, kept in full force and effect for the duration of the contract/project, and hold harmless and/or name the Town of Erin an additional insured; provide WSIB Clearance Certificate; and sign and return the Contractor Acknowledgement Statement.

2.11 COMPLIANCE WITH LAWS AND ACTS

The contractor shall comply with all Federal, Provincial and Municipal Laws, statues, regulations and bi-law relevant to the contract but not limited to:

- The Occupational Health and Safety Act
- Workplace Safety and Insurance Act
- Municipal Freedom of Information and Protection of Privacy Act
- Municipal Conflict of Interest Act

2.12 ACCESIBILITY

- Accessibility for Ontarians with Disabilities Act, 2005 the Town of Erin is responsible to ensure that you are adequately trained in accordance with the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service Guide Book
- In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the Town of Erin shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Town

- Ontario Regulation 429107 (Accessible Standards for Customer Service) In accordance with section 6 of Ontario Regulation 429107, Accessible Standards for Customer Service, the contractor/supplier is also responsible to ensure that all of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service
- I/we, by our signature, certify that we are in full compliance with Section 6 of Ontario Regulation 429107, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005
- I/we, are able to provide written proof that, I, and my employees, agents, subcontractors and volunteers (if any) who deal with members of the public are adequately trained as required under the Act and that I/we shall keep records of the abovementioned training, including the dates on which the training is provided, the number of individuals to whom it was provided and shall provide documentation of the training to the Town of Erin upon request.

2.13 WORKING HOUR

The Contractor shall abide by and completed all necessary work within the Operational hours of the Erin and Hillsburgh Community Centre.

2.14 ACCEPTANCE OF PROPOSAL

If the proponent is accepted, the proponent agrees to the supply and delivery and installation of the roofing materials as specified in this RFP and to complete all work prior to August 26th, 2016.

2.15 BINDING AGREEMENT

All proposals shall be final and binding on the proponent for a period of 90 (ninety) days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Town of Erin

2.16 PROPOSALS EXPENDITURES

The Town of Erin will not reimburse any proponent for any costs related to the preparation of a proposal response for this RFP. Without foregoing any generalities, this shall extend to any review, presentations, and any supplemental information provided, and shall extend to subsequent negotiations, if any with the Town of Erin.

2.17 PROPOSAL PRICE

The proponent shall provide a detailed fixed price proposal for the proposed replacement as identified in this RFP. All proposals shall show all applicable taxes as a separate line item.

2.18 QUALIFICATIONS

The RFP should include qualifications of the proponent and a list of 3 references from similar work completed.

2.19 ADDENDA

In the event that questions/responses to this RFP require amendments or modifications to the original document, such amendments shall be advertised on the Town of Erin's Website (www.erin.ca). It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFP.

3.0 PROJECT OUTLINE

Building Maintenance – Exterior/Interior Painting of Cladding 2016 – Erin Community Centre

Building Maintenance – Exterior Painting of Cladding 2016 – Hillsburgh Community Centre

The following specifications are provided as a minimum acceptable standard. The proponent is requested to include their own specifications listing which meets or exceeds the following:

The Town of Erin invites proposals for the exterior painting of two (2) municipal facilities.

- 1) The proponent must supply all equipment, materials, labour, and supervision required to prepare the exterior surfaces and apply them with paint at 2 (2) locations as detailed herein.
- 2) All areas are to be prepared as required including gutters and down pipes but excluding the roof area.
- 3) Colour to be determined
- 4) Proponents must demonstrate a minimum of five (5) years of experience as a Painting Contractor. All Supervisors nominated for this Request for Proposal must demonstrate a minimum of five (5) years' experience.
- 5) All painter personnel should demonstrate a minimum of two (2) years' experience.
- 6) Consideration not to encumber the building occupants, operating schedules, and festival events, at each building site respectively, must be given in the delivery of this service.
- 7) Include a list and quotes of possible exclusions to the project
- 8) Provide additional recommendations and pricing
- 9) Include specific warranty specifications for work and equipment

4.0 QUOTATION FORM

4.1 PROPONENT INFORMATION

All fields must be completed by Proponent

Authorized Signing Authority: _____
(Full Name and Title)

Signature: _____ Dated: _____

Mailing Address: _____

Email: _____

Phone: _____ Fax: _____

4.2 PROPOSAL PRICE

Supply and Install Price _____

Removal and Disposal Price _____

Additional Project Costs _____

Sub-Total _____

HST _____

Total Price _____

Additional Notes/Details:

5.0 SUMMARY

5.1 QUESTION/CLARIFICATIONS

The proponent shall direct any and all questions relating to this RFP to the principal contact (Graham Smith – graham.smith@erin.ca) in writing or via email by no later than four (4) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this RFP, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction, or clarification of same. The primary contact will determine the extent of resolution required.

We wish to thank all interested parties for participating in this request for proposal, and look forward to working with the successful proponent in the immediate future.



Staff Report

Report #: Rec-2016-008

Date: May-10-16

Submitted By: **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

Subject: ECC Banquet Chairs

Recommendations:

Be it resolved that Council accepts the quotation from Schoolhouse Products in the amount of \$14,358.75 + HST.

Background:

During 2016 budget approval budget dollars were allocated for replacement of the banquet chairs at Centre 2000. The existing chairs date back to 1992 when the Shamrock room was opened and have seen many events during their time here.

We invited quotes from 3 different companies for new vinyl covered padded chairs at Centre 2000.

Quotations were received from the following companies:

- 1) Schoolhouse Products Inc \$41.95 per chair plus \$245 for shipping regardless of quantities – Extra Chair Dolly \$240 per dolly.
- 2) National Event Supply \$44.95 per chair plus \$698.43 shipping based on 300 to 325 chairs
- 3) Canada Chair Company \$42.95 per chair plus \$3.00 shipping per chair

It is recommended that we use Schoolhouse products to supply Centre 2000 with 325 vinyl padded stacking banquet chairs and that we also purchase 2 chair dollies to assist staff when moving chairs for events.

Financial Impact:

The total cost for 325 chairs is \$13,633.75 plus \$480 for the 2 chair dollies.

Total cost including Shipping and handling is \$14,358.75 plus HST

Note: The Supervisor of Parks and Recreation Facilities will be posting the old facility banquet chairs for on line Auction sale at GovDeals.

Budgeted approval amount was set at \$15,600.00 and the total amount requested is within budget range.

Consultation:

Discussions with the chair companies about different banquet chair needs allow us to make an informed decision to go with padded, stackable vinyl chairs. The vinyl chairs are easier to clean in the event of spills. Centre 2000 has adequate storage upstairs and in the theatre downstairs for the amount of chairs ordered

Communications Plan:

Successful bidder will be informed through a phone call and unsuccessful bidders will be thanked for their bids through email.

Conclusion:

Council accept the quotation from Schoolhouse Products in the amount of \$41.95 per chair & \$240.00 per chair dolly plus \$245.00 for shipping and handling.

Appendices:

None



Staff Report

Report #: Rec-2016-004

Date: May-9-16

Submitted By: **Graham Smith RRFA/CIT Supervisor of Parks and Recreation**

Subject: HCC Condenser

Recommendations:

Be it resolved that Council accept the J.L. Wilson & Sons Division of Carmichael Engineering Ltd. quote in the amount of \$38,090 + HST for replacement of the condenser at the Hillsburgh Community Centre

Be it also resolved that Council accept the additional recommendations from J.L Wilson & Sons Division of Carmichael as listed:

- 1) Replacement of the discharge and condensate line pipework in the amount of \$2,720.00 plus HST
- 2) BaltiBond Corrosion Protection System in the amount of \$3,750.00 plus HST

Total cost of the project including extras is \$44,560.00 plus HST

Background:

During 2016 budget approval an approved RFP was created and posted on the Town website for the replacement of the evaporative condenser at the Hillsburgh Community Centre. Five companies were invited to provide quotations for the project.

Invited companies were J.L Wilson & sons (our regular refrigeration service mechanics) C & L Refrigeration, Cimco, Black and MacDonald, and Total Refrigeration.

Bids were received from 4 of the companies for the condenser:

- 1) J.L Wilson and Sons (Carmichael) - \$38,090.00 plus HST
Extra recommendations Replacement of Ammonia Discharge Condensate line \$2,720.00 plus HST and BaltiBond Protection System \$3750.00 plus HST. Total cost with extras \$44,560 plus HST.

- 2) Total Refrigeration Inc. \$43,500.00 plus HST
Extra recommendations new condenser pump strainer \$600.00. Total cost with extras \$44,100 plus HST.
- 3) C and L Refrigeration \$54,245.00 plus HST
Extra recommendations Glycol loop for future use \$1,000.00 plus HST. Total cost with extras \$55,245.00 plus HST
- 4) Toromont - Cimco \$49,265.00 plus HST
Extra recommendations include a Glycol Loop for future use \$1,170 plus HST, Variable Frequency Drive for the Fan Motor which is for future consideration but needs an updated control system \$42,55.00. Total cost with extras \$54,690.00 plus HST

It is recommended that we install a condenser that has same capacity. We have never had issues at start up or springtime with our head pressures in Hillsburgh.

Financial Impact:

The total cost for the BAC – Model number VC1-110, plus the additional costs of the extra recommendations is \$44,560 plus HST.

Budgeted approval amount was \$48,500.

The town of Erin has very hard water which is very problematic to our refrigeration equipment especially the condensers and compressors. To decrease the hard water problems and make the condenser more efficient we needed to have some form of water treatment for our refrigeration system. As part of the total project we have already installed a water treatment system to help prolong the life of the new condenser at a cost of \$4,244.50 plus HST.

The total cost of the project including the condenser, extra recommendations and the water treatment system is \$48,804.50 plus HST. We ask that Council approve the additional \$304.50 to cover the difference from the approved budget amount.

Consultation:

Discussion with the Refrigeration Companies that bid for the HCC condenser as well as the provider of the Condenser allows us to make an informed decision. The additional costs recommended by J.L Wilson and sons increase the value of the project and prolong life of the new condenser.

Communications Plan:

All Bidders will be thanked for their quotations. J.L. Wilson and Sons quotation will be accepted so work can proceed so the condenser can be installed prior to the 2016/17 ice season

Conclusion:

That Council accept the bid including extra recommendations from. J.L. Wilson and Sons so work can proceed so the condenser can be installed prior to the 2016/17 ice

Appendices:

- 1) Approved RFP for Condenser Replacement

TOWN OF ERIN

#5684 Trafalgar Rd., RR #2
Hillsburgh, Ontario N0B 1Z0
www.erin.ca

**Recreation Department**

Tel-Erin: (519) 833-2114, Ext.21
Tel-Hillsburgh (519) 855-4417
Fax (519) 855-4821

E-mail: graham.smith@erin.ca
Centre2000@erin.ca

The Corporation of the Town of Erin**Request for Proposal (RFP)****Condenser Replacement****Hillsburgh Community Centre****RFP - REC – 2016- 001****Issue Date: Thursday April 14th 2016****Closing Date: Monday May 02nd 2016 at 4 pm****Contact: Graham Smith RRFA/CIT Supervisor of Parks & Recreation Facilities**

Centre 2000
14 Boland Drive
Erin Ontario
N0B 1T0

T: 519-833-2114 ext. #21

F: 519-855-4821

E: graham.smith@erin.ca

1.0 INTRODUCTION

The Town of Erin is intending to replace the condenser at the Hillsburgh Community Centre located at 95 Trafalgar Road. Hillsburgh, ON N0B 1Z0.

Qualified firms with requisite experience in the supply, delivery and installation of condensers for ice making facilities are invited to submit a quotation outlining how their products, work capabilities, performance warranty and overall price comply with the specification of this specific RFP document.

All proposals must be CLEARLY marked

“Town of Erin Hillsburgh Community Centre Condenser Replacement RFP – REC-2016-001”,

With the same forwarded to:

Graham Smith RRFA/CIT
Centre 2000
PO Box 662
14 Boland Drive
Erin, Ontario N0B 1T0

Please note for tour of the facility, contact questions or technical questions contact the Supervisor of Parks and Recreations Graham Smith via email at graham.smith@erin.ca or alternatively by telephone at 519-833-2114 ext. 21. To ensure fairness to proponents, any and all questions that require detailed clarification or that may materially alter this RFP document shall be submitted in writing(email form is acceptable)

2.0 GENERAL INSTRUCTIONS TO PROPONENTS

2.1 SEALED BIDS

All proponents shall submit sealed bid proposals, marked on the outside of the proposal envelope as follows:

Town of Erin Hillsburgh Community Centre Condenser Replacement RFP- REC-2016-001
Graham Smith RRFA/CIT
Town of Erin/Erin Community Centre
PO Box 662
14 Boland Drive
Erin, Ontario N0B 1T0

2.2 CLOSING DATE/TIME

Sealed and marked proposals will be received until 4 pm on Monday May 02nd, 2015. Council will be presented with a recommendation of quotations received at the regular meeting of the town of Erin on Tuesday May 17th, 2016.

2.3 SUBMISSION REQUIREMENTS

The proponent shall submit one (1) sealed and duly executed copy of the complete RFP document, including any additional proposal-specific information by the closing date/time.

2.4 PROPONENT IDENTIFICATION

Each proposal shall contain the full legal name of the proponent, and be duly signed by a person with binding corporate authority

2.5 ACKNOWLEDGEMENT

The proponent acknowledges and confirms that their proposal is based entirely on the terms, specifications, requirements and conditions as set out in the RFP document, or as otherwise established through any formal addenda issued relative to this RFP.

2.6 ACCEPT OR REJECT PROPOSAL

The proponent is advised that the Corporation of The Town of Erin reserves the right to reject any or all proposals. The town of Erin may also, at its sole discretion, award the proposed work to other than the low proponent. The proponent is advised that failure to satisfy any term or condition of this RFP may result in rejection of said proposal. Further, any proposals not properly signed/dated, proposals received after the closing date/time, proposals that contain restrictions and or provisions, proposals completed in pencil, proposals with incomplete calculations, proposals lacking required information, will be rejected incomplete.

The acceptance of a Request for Proposal will be contingent upon, however not limited to the following considerations

- a) Ability to meet or exceed all specifications and requirements
- b) Ability and Experience
- c) Compliance with the Request for Proposal process
- d) Tendered Price

2.7 FREEDOM OF INFORMATION

The Proponent acknowledges that any information or documents provided in response to this RFP may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation

2.8 AMENDMENT OR WITHDRAWAL OF PROPOSALS

The proponent may amend or withdrawal their proposal prior to the closing date and time by submitting a clear and detailed written notice to the primary contact. All proposals become irrevocable after the closing date and time.

2.9 NEGOTIATIONS

Proponents are advised that the Town of Erin may negotiate terms, conditions, or alterations to the materials specified directly with the successful proponent

2.10 HEALTH AND SAFETY

All contractors who are working on a project for the Town of Erin shall prior to the commencement of any site work, provide proof of liability insurance, kept in full force and effect for the duration of the contract/project, and hold harmless and/or name the Town of Erin an additional insured; provide WSIB Clearance Certificate; and sign and return the Contractor Acknowledgement Statement.

2.11 COMPLIANCE WITH LAWS AND ACTS

The contractor shall comply with all Federal, Provincial and Municipal Laws, statues, regulations and bi-law relevant to the contract but not limited to:

- The Occupational Health and Safety Act
- Workplace Safety and Insurance Act
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- Accessibility for Ontarians with Disabilities Act, 2005 the Town of Erin is responsible to ensure that you are adequately trained in accordance with the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service Guide Book
- In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the Town of Erin shall ensure that contracted service providers have regard for the accessibility for persons with disabilities in respect to goods and services purchased by the Town
- Ontario Regulation 429107 (Accessible Standards for Customer Service) In accordance with section 6 of Ontario Regulation 429107, Accessible Standards for Customer Service, the contractor/supplier is also responsible to ensure that all of its employees, volunteers and others for which the contractor is responsible who deals with members of the public are adequately trained as per the Town of Erin's Accessible Customer Service Guide Book - Understanding Accessible Customer Service
- I/we, by our signature, certify that we are in full compliance with Section 6 of Ontario Regulation 429107, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005
- I/we, are able to provide written proof that, I, and my employees, agents, subcontractors and volunteers (if any) who deal with members of the public are adequately trained as required under the Act and that I/we shall keep records of the abovementioned training, including the dates on which the training is provided, the number of individuals to whom it was provided and shall provide documentation of the training to the Town of Erin upon request.

2.13 WORKING HOUR

The Contractor shall abide by and completed all necessary work within the Operational hours of the Hillsburgh Community Centre.

2.14 ACCEPTANCE OF PROPOSAL

If the proponent is accepted, the proponent agrees to the supply and delivery and installation of the roofing materials as specified in this RFP and to complete all work prior to August 26th, 2016.

2.15 BINDING AGREEMENT

All proposals shall be final and binding on the proponent for a period of 90 (ninety) days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Town of Erin

2.16 PROPOSALS EXPENDITURES

The Town of Erin will not reimburse any proponent for any costs related to the preparation of a proposal response for this RFP. Without foregoing any generalities, this shall extend to any review, presentations, and any supplemental information provided, and shall extend to subsequent negotiations, if any with the Town of Erin.

2.17 PROPOSAL PRICE

The proponent shall provide a detailed fixed price proposal for the proposed replacement as identified in this RFP. All proposals shall show all applicable taxes as a separate line item.

2.18 QUALIFICATIONS

The RFP should include qualifications of the proponent and a list of 3 references from similar work completed.

2.19 ADDENDA

In the event that questions/responses to this RFP require amendments or modifications to the original document, such amendments shall be advertised on the Town of Erin's Website (www.erin.ca). It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFP.

3.0 PROJECT OUTLINE

The following specifications are provided as a minimum acceptable standard. The proponent is requested to include their own specifications listing which meets or exceeds the following:

Specifications for Hillsburgh Community Centre Condenser Replacement

1. Remove and Dispose of the existing condenser.
2. Supply and install new condenser including a new condenser water pump comparable to current condenser - **BAC – Model number VC1-110, Serial Number CO10246525**
3. Include all labour costs associated with installation of new condenser including welding & wiring, removal and disposal of existing condenser, TSSA inspection, costs associated with necessary modifications of existing refrigeration equipment & electrical panel and disposal of all debris associated with the project
4. Include a list and quotes of possible exclusions to the project
5. Provide additional recommendations and pricing
6. Include specific warranty specifications for work and equipment

4.0 QUOTATION FORM

4.1 PROPONENT INFORMATION

All fields must be completed by Proponent

Authorized Signing Authority: _____
(Full Name and Title)

Signature: _____ Dated: _____

Mailing Address: _____

Email: _____

Phone: _____ Fax: _____

4.2 PROPOSAL PRICE

Supply and Install Price _____

Removal and Disposal Price _____

Additional Project Costs _____

Sub-Total _____

HST _____

Total Price _____

Additional Notes/Details:

5.0 SUMMARY

5.1 QUESTION/CLARIFICATIONS

The proponent shall direct any and all questions relating to this RFP to the principal contact (Graham Smith – graham.smith@erin.ca) in writing or via email by no later than four (4) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this RFP, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction, or clarification of same. The primary contact will determine the extent of resolution required.

We wish to thank all interested parties for participating in this request for proposal, and look forward to working with the successful proponent in the immediate future.



Staff Report

Report #: 2016-5B
Date: May-17-16
Submitted By: Gail Broadfield, Deputy Treasurer
Subject: Approval of Accounts

Recommendations:

Be it resolved that Council receives the Deputy Treasurer’s Report #2016-5B on “Approval of Accounts”.

Background:

Invoices in the amounts listed below have been authorized for payment by Department Heads, or their designates, and entered for payment as follows:

Cheque Listing	#1097	\$	133,528.86
Manual Cheque Listing	#1093	\$	165,909.14
Online Internet Payments	#1092	\$	18,614.00
	#1094	\$	19,139.98
	#1095	\$	23,179.77
	#1096	\$	3,415.96
TOTAL		\$	<u>363,787.71</u>

LARGER PAYMENTS

- Cheque #49656 \$15,718.30 Colonial Tree Service – Ice Storm clean up
- Cheque #49672 \$10,071.12 Johnny Bark Tree Care – Ice Storm clean up
- Cheque #49705 \$ 9,263.88 Stempski Kelly Associates – Riverwalk Feasibility Study
- Cheque #49709 \$ 24,441.63 Triton Engineering – Engineering Services

Financial Impact:

The accounts, as listed, will be paid as submitted.

Consultation:

Department Heads and CAO.

Communications Plan:

Regular report to Council.

Conclusion:

That Council receives the report from the Deputy Treasurer regarding the payment of the Accounts.

Appendices:

N/A



Staff Report

Report #: 2016-01 Ec Dev

Date: May-3-16

Submitted By: **Robyn Mulder - Economic Development Officer**

Subject: Doors Open Erin

Recommendations:

Be it resolved that the Town of Erin Council receives the Economic Development Officer's report on Doors Open Erin 2016 event.

Background:

On Saturday, June 11 the Town is hosting an Erin Door's Open Day.

Doors Open started in France in 1984 and has grown to be a worldwide event. In 2000, the City of Toronto launched the first Doors Open event in North America. In 2002, the Ontario Heritage Trust launched Doors Open Ontario, the first province wide event of its kind in Canada.

Every year, Doors Open Ontario attracts large crowds across Ontario. From April to October, residents and visitors are invited to discover first-hand Ontario's hidden heritage treasures, some of which have never been open to the public.

Since the program was launched in 2002, over six million visits have been made to heritage sites participating in this exciting initiative. Doors Open Ontario, now considered a cultural phenomenon, will continue in 2016 with hundreds of communities participating across the province.

Typically, it is an opportunity to see inside buildings not normally accessed by the public.

Financial Impact:

Door's Open community Registration fee \$1695.00

Marketing materials and production of local brochure \$1550.00

Consultation:

n/a

Communications Plan:

Doors Open Ontario website, Doors Open Ontario brochure, Town website, local brochure, social media, radio and newspapers

Conclusion:

Give overview of event.

Appendices:

n/a

April 29, 2016

MEMORANDUM

To: Mayor Alls and members of Council
From: Robert Williams, Integrity Commissioner, Town of Erin
Subject: Municipal Integrity Commissioners of Ontario
Spring 2016 Meeting (April 26), Vaughan City Hall

The Municipal Integrity Commissioners of Ontario (MICO) is an informal network of municipal accountability officers who began to meet twice a year shortly after the municipal accountability framework was established by legislation in 2006. This is the fourth meeting I have attended, although I regularly engage in discussion on topics of mutual significance by email throughout the year.

Suzanne Craig, Integrity Commissioner at the City of Vaughan, organized and hosted the meeting attended by about twenty municipal integrity commissioners, the Provincial Integrity Commissioner (Hon David Wake) and other guests. The agenda (appended) included a range of topics that were suggested by members of MICO but also featured presentations by two Provincial officials whose work is important to the municipal accountability system.

1. Ontario Ombudsman Paul Dubé presented his first public speech since taking office on April 1 <the full text is at <https://www.ombudsman.on.ca/Resources/Speeches/2016/Bill-8-and-Strengthening-Municipal-Accountability.aspx> >.

Among the messages he delivered are the following:

- municipal accountability officers are still the first resort for complaints about a municipality
- "From the start of this expansion of our mandate, our office has made it clear that we encourage municipalities to have their own accountability officers, and clear processes for dealing with complaints."

- "If and when we do launch a formal investigation, whether it involves an individual problem or a systemic one, the municipality will receive formal notice, just as provincial bodies do. I can assure you we will keep the municipality informed. There will be no surprises."
- In relation to the Ombudsman's role in enforcing the province's rules on open council meetings, Mr. Dubé stated that "Unfortunately, for many people, our closed meeting investigator role created the mistaken belief – or hope, or fear, depending on your perspective – that our role was to police local councils, which is not at all what we do."

These were reassuring statements and MICO received a further assurance that Mr. Dubé 's office is prepared to discuss issues of mutual concern with us.

2. Brian Beamish, Ontario Information and Privacy Commissioner, spoke about a number of matters primarily including access to councillor records, closed meetings and the impact of Bill 8. Two IPCO publications were noted in his presentation that may be of interest:

- Transparency, Privacy and the Internet: Municipal Balancing Acts
<https://www.ipc.on.ca/english/Resources/Best-Practices-and-Professional-Guidelines/Best-Practices-and-Professional-Guidelines-Summary/?id=1615>
- FIPPA and MFIPPA: Bill 8 – The Recordkeeping Amendments
<https://www.ipc.on.ca/english/Resources/Best-Practices-and-Professional-Guidelines/Best-Practices-and-Professional-Guidelines-Summary/?id=1645>

3. We discussed several topics that fall under the general heading of "professional development"

- MICO members are continuing to push the Province to provide statutory protection and direction on indemnification for accountability officers, ideally through the inclusion of an immunity provision in *Municipal Act*

- members shared experiences and perspectives on situations when matter moves to a formal complaint after the IC has previously mediated an informal complaint
- participants shared perspectives on when and in what circumstances the name of a complainant and/or the name of a councillor named in a complaint can remain confidential; a secondary part of the discussion related to reporting on a complaint that is either withdrawn or found to be without merit
- we considered situations when a member of council is a supplier to the municipality – especially in smaller or more remote locations where other suppliers are not readily available
- members also discussed the implications of emerging situations where there is an intention to “share” Integrity Commissioners (either where an upper-tier municipality “rents out” the services of an appointed IC to other municipalities or where there are joint appointments)

The next meeting of MICO will be held sometime in the fall, probably at a municipality in the GTA.



MUNICIPAL INTEGRITY COMMISSIONERS OF ONTARIO
 City of Vaughan, City Hall
 Committee Room 245

Tuesday, April 26, 2016

A G E N D A

- | | |
|---------------|--|
| 9:00 – 9:30 | Arrival & Coffee |
| 9:30 – 9:35 | Opening remarks <ul style="list-style-type: none"> - Suzanne Craig (moderator) |
| 9:35 – 9:40 | Extend greeting to MICO <ul style="list-style-type: none"> - Hon. Maurizio Bevilacqua – Mayor, City of Vaughan |
| 9:45 – 10:30 | Paul Dubé - Ombudsman Ontario <ul style="list-style-type: none"> - New Role of the Provincial Ombudsman |
| 10:30 – 10:45 | Break |
| 10:45 – 11:15 | Brian Beamish - Information and Privacy Commissioner/Ontario <ul style="list-style-type: none"> - Recent developments at the IPC |
| 11:15 – 11:45 | Val Jepson - Integrity Commissioner, City of Toronto <ul style="list-style-type: none"> - Role of IC in giving advice to Members of Council about the Code of Conduct, MCIA, City Policies |
| 11:45 – 12:15 | Lunch |
| 12:15 – 12:45 | Tour of City of Vaughan City Hall (optional) |
| 12:45 – 1:20 | Valerie M'Garry - Integrity Commissioner, Municipality of Central Huron <ul style="list-style-type: none"> - Conflict of Interest, Councillor as Supplier |
| 1:20 – 1:50 | Greg Levine – Integrity Commissioner, Lambton Shores, Kitchener, Waterloo, Welland, County of Brant <ul style="list-style-type: none"> - Insurance and Indemnification of Municipal Accountability Officers |
| 1:50 – 2:45 | Roundtable - All |
| 2:45 | Closing Remarks, Next Meeting location and date |



Staff Report

Report #: 2016-03C

Date: April-22-16

Submitted By: **Dina Lundy, Clerk & Michael Tapp, Systems Administrator**

Subject: Recording and Publishing Council Meetings

Recommendations:

Be it resolved that Council hereby receives Recording and Publishing Council Meetings report dated April 22, 2016;

And that staff is directed to include the cost of publishing videos during the next budget process with a retention of 90 days.

Background:

Council has requested that the recording and online publication of Council meetings be investigated and costs determined.

Solutions to record and publish Council meetings range both in cost as well as functionality and integration with existing systems. Regardless of the solution chosen, some hardware costs will be incurred. The most basic component to this request is the camera itself. Upon discussion with our current agenda software provider (eSCRIBE), a potential cost range of \$1500-\$2500 for a camera was determined. Depending on features available on the camera, additional costs for microphones and cables may also be incurred. The Town's Systems Administrator has reached out to a local AV vendor in Guelph to assess requirements.

Assuming no other hardware or software, recorded video can then be uploaded to YouTube for public viewing. Although this provides the least initial cost, several factors need to be considered:

- Videos will not be indexed based on agenda content making it difficult for viewers to locate specific content. This creates an accessibility issue if we are asked to provide any or all videos in accessible format, and is also time consuming for viewers to find the portion of the video they are looking for. It also causes issues for those with limited internet speeds and download capabilities.
- Storage of video files within the Town's data network would have a trickle effect in terms of storage capacity and potential costs. The Town's backup and disaster recovery solution was based on current raw data amounts with a factor for marginal but continued growth. Storing video files on the network would not initially be a concern

with the new servers coming online but the backup appliance would need to be physically replaced with a larger capacity unit at a higher cost and additional costs would be incurred for cloud storage of backup data.

- Although online videos can be linked to the Town's website, it would be a manual process to upload and manage and still would not integrate with our Agenda. Significant staff time would need to be allocated to managing videos, editing, uploading, records management etc.
- Camera-only solutions would not allow for video editing prior to online publishing and would also require an individual to manually start/stop recording as needed.

An integrated solution from eSCRIBE was discussed and quoted. We went with quoting a single camera solution, due to the overwhelming cost of additional hardware that would be included in a multi-camera solution as you will see demonstrated during the presentation of this report. Although the camera and some other hardware may be required as stated above, eSCRIBE's solution would include a video encoder, all modules and support needed to integrate video recording management and indexing as well as the online publication and hosting of all video files.

A video encoder allows the camera to be controlled through eSCRIBE's Video Manager module through the Town's data network and can have recording start/stop with a simple mouse click, and integrate with agenda items. Once recording has completed, the encoder would also communicate directly with and upload to eSCRIBE's web server. The solution from eSCRIBE would also create a public facing webpage that would allow users to select the desired meeting video as well as launch the meeting agenda in PDF format. The agenda is tied to the video in the sense that it would allow viewers to select those specific portions of the video they wish to review rather than watching the video in full or attempting to manually search through the video stream (refer to www.strathcona.ca for an example).

eSCRIBE's solution is entirely cloud based which means that there would be no accumulation of video data on the Town's data network and all web traffic is handled by a 3rd party host with the necessary bandwidth to accommodate public access. Regarding accessibility, eSCRIBE's hosted webpages meet Accessibility standards and also work with the Canadian Institute for the Blind who offers transcription services at a flat rate per hour. The video encoder is accessed remotely by a captioning expert, who uses their computer to manually transpose the audio into text and it then is combined with the audio/video in order to provide the accessible format. Because this solution indexes the video to the items on the agenda, closed captioning the segments of video relating to individual agenda items would be significantly cheaper and easier than closed captioning or transcribing entire videos posted on Youtube. This solution would also be the next step towards offering fully accessible meetings as automated closed captioning is anticipated within 2 years, and we would already have the equipment in place to provide it.

Annual costs for eSCRIBE's Video Manager and hosting are \$10,300 in addition to the Town's existing support contract. Up front licensing and setup fees tally \$7400 but may be negotiated. Staff time would also be required in providing this service, conducting the meetings through the eSCRIBE software.

Centre Wellington was also investigated and uses comparable agenda software with similar albeit slightly higher annual costs however, the entire eSCRIBE solution at the Town of Erin would need to be replaced in its entirety to use that solution. The base product itself also has higher annual support costs. Our current software has the same capability as well, making the switch unnecessary.

Regarding retention, Michael O'Shea, creator of The Ontario Records Management System (TOMRMS), indicated that most municipalities keep video of Council meetings until the minutes have been approved and then delete. The thinking is that the purpose of them is to verify the minutes, and keeping them makes the records subject to disclosure.

However, in my opinion, making them available as routine disclosure to the public is a positive initiative as well. In researching retention, I have found that it varies widely. A reasonable compromise would be to keep videos for 90 days. Council would need to indicate their preference for retention, and also allow a budget for providing the service itself, and for providing accessible formats as the Town is committed to accessibility.

Financial Impact:

To be considered in the 2017 operating and capital budgets.

Consultation:

Current Agenda software provider, surrounding municipalities including the Town of Minto and Centre Wellington, and Michael O'Shea, creator of The Ontario Records Management System (the Town's Records Management System)

Communications Plan:

Through Council report.

Conclusion:

Videotaping Council meetings is a positive step in accountability and transparency. There will be additional staff time required to provide this additional service, and hardware/software costs of over \$10, 000, plus yearly storage and support costs. Staff are recommending that this service be added to the next budget process for consideration.

Appendices:

N/A

GENERAL MEMBERSHIP MEETING MINUTES

April 7, 2016 – 9:00 a.m. to 10:00 a.m.

Tintagels, 50 Main Street, Erin

ATTENDEES:	Ellen Belfgen McKay <i>Weathervane</i>	Chair: Chris Bailey Tracey Wallace <i>Erin Radio</i>	Thorntin Macdonald <i>Bistro Rivere</i>
	Audrey Devonshire <i>Tintagels / Minerva's</i>	Jeff Duncan Council Rep, Town of Erin	Dawn Kivell <i>TD Canada Trust</i>
	Jim Devonshire <i>Tintagels / Minerva's</i>	Chris Bailey <i>Brighten Up</i>	Stephanie Bailey <i>Brighten Up</i>
	Stephanie Conway <i>East Wellington C.S.</i>		

GUEST:

Approval of Minutes

- Motion to approve by Ellen Belfgen McKay, seconded by Jeff Duncan. Motion passed.

EVENTS DE-BRIEF

St. Patrick's Day Festival

Saturday-Saturday, March 12-19

BIA Upside Down Sale

Saturday-Sunday, March 12-13

- The event fizzled out before St Patrick's Day, there was a large gap after the event weekend. Next year St. Patrick's is the Friday and we can use the Saturday and Sunday AFTER St. Patrick's Day to better integrate with the day itself.
- People liked the fiddlers but some businesses felt they didn't wander enough as they were not seen
- Timing was too late in the day for entertainment, by the time the entertainment began too many people had been to town and gone home already
- The Restaurants were busy, but retail stores found the event was only okay, sales were not great
- Radio station was out doing interviews and this seemed to work well.
- Many merchants felt they didn't know enough about what was happening and going on.
- Major learning was that there was not enough frequency with the meetings and too many people on the planning committee were engaged in other things like holidays and personal events, so there wasn't the time and physical man-hours to do this properly. Planning needed to begin earlier and ensure that everyone on the planning team had the time and energy to dedicate to the event without other commitments scheduled
- Mail-out of rack cards went to local P.O. Boxes. Could it be considered to do outside postal codes? This was done in the past for this event and was successful to bring tourist people out for the event
- Need to work out how budget is allocated and managed on partnered events. No one seemed to know who needed to approve things and who was paying for what in the aftermath of the event. A plan needs to be set by the committee before the event and then work to that.
- It was felt that a signature "event" was missing but was promised in advertising. Talks are happening about what this signature could be - potentially partner with an organization like Rotary to help provide this signature piece
- Ag society did not put up the sign despite the fact that it was booked and that wording was provided
- 4 Hillsburgh Businesses participated and they were excited to be able to participate. With more lead time they would like to be more involved.
- Overall a good year 1 for a partnered event with lots of learning to be had

Action: Please email other feedback to Thorntin and he will compile for BIA record

By: all
DUE: April 29

EVENTS**Red Hat Play Day****Saturday-Saturday, April 16-17**

- Email was sent out by Chris with the details of the dates.
- The shows are at 12 noon and include lunch, so the expectation is the ladies will be in town either prior to the show, or in the mid afternoon after the show.
- Businesses are welcome to do some sort of promotion, but it is not expected.
- There will be balloons ordered again to welcome the Red Hat Ladies. They will be available for Pick up at the Village Green on the Saturday. Please also keep these balloons for use again on the Sunday.

Action: **Balloons will be ordered from Village Green and will need to be picked up****By: All****DUE: April 16****Summer Celebration****Saturday May 28**

- Festival Style event again this year. Magician is already booked, Fire Trucks are already confirmed, McMillian Park is also already booked.
- This is an event where a small amount of merchant participation goes a long way to great a fantastic event.
- Stephanie will be touching base with all businesses, as well as local clubs and organizations, to see how they can be involved this year. These meeting will take place within the next two weeks.

Doors Open**Saturday June 11 10-4**

- The Town is running this in the hopes that it brings people into the community and they ask business's to participate by doing what they can to make their business look "active"
- The BIA might want to consider a sidewalk sale or something similar on the day to make the Village look inviting
- The Village Downtown will be included as a "stop" as a group, not as individual businesses.
- Phil and Jeff will be running the Heritage Walking Tour of approximately 45 minutes (11am and 2pm)
- Website is active and has been for the last month
- Last year over 11 million people participated

Canada Day**Friday July 1, 10-9**

- Happening in McMillian Park again
- Encouraging businesses to open, last year businesses who were open reported traffic
- There will be a stand in the park advertising special offers or coupons that the businesses would like to include

Action: Send Chris a list of who is planning on being open and what time.**By: All****DUE: June 1****RCMP Musical Ride****Saturday September 10**

- BIA Board to meet with Bridget to discuss ways to be involved and promote the BIA
- The Ag Society is expecting a lot of people, anywhere from 4-8 thousand.

Feast of Hops**September 18, 2-5pm**

- Rotary Club is doing this event again
- Bistro, Friendly Chef and Tintagels will all be participating again from the BIA along with 3 other eateries.
- Hoping for about 200 people this year.
- Last year we did a sidewalk event before the event, will have to consider how to be involved this year.
- There may be an opportunity for an information booth at the event this year.

International Plowing Match**September 20-24**

- Chris will be sending around a sign up form for those people who want to participate
- Good opportunity to publicize Erin for Christmas Shopping.

MARKETING

Collaborative Advertising

- The Board held a Meeting to determine the direction that Collaborative Advertising for the BIA will take
 - They felt that there was a lot of opportunity for businesses to participate in collaborative advertising and didn't want to add another one into the mix.
- Current collaborative advertising opportunities are:
 - In the Hills—BIA and Town of Erin
 - Wellington Advertiser— Town of Erin
 - Country Routes—Chamber of Commerce
 - Advocate—local merchants

Holiday Hours

- Please let Chris know what holidays you plan to be open so he can reply to anyone who emails ahead to ask about holiday hours.
- Upcoming Holiday's
 - May Long weekend
 - Canada Day
 - August Holiday Weekend

OTHER BUSINESS

Economic Development

- Guardian was purchased by Pintar who is moving their entire operations here.
 - Hoping to be open by Summer and will probably generate around 50 jobs
 - Very clean industry with limited noise, smell and truck traffic.
- River Walk Project
 - A consultant was hired to move to the next stage
 - On April 20 the consultant will be conducting interviews on what people think.
 - If you have an opinion, positive or negative, please make sure to sign up for an interview so your voice can be heard.
 - Robyn and Mayor Alls will be going to talk to businesses along the waterfront to hear their concerns or their ideas.
 - There will be two public showcases on April 27 and 28th to help people understand the idea
 - This is all part of a feasibility study and survey plan.

Council Business

- Greenbelt Foundation—Provides grants for towns within the Greenbelt
 - Half of Erin falls within the Greenbelt area.
 - Town has reached out, and is meeting with the Greenbelt foundation on Monday to see how they can take advantage of working with this organization.
 - As we are part of the Greenbelt we can also promote our events on their website.

Santa Clause Parade

- Lion's Club replied that they are not interested in moving the parade and that the BIA business's should make use of the opportunity they are providing the business's.
- It doesn't sound like they read or considered our concerns very carefully.
- Chris wants to thank everyone who participated and voiced their concern. We provided a very well rounded concern with some good ideas on how to better collaborate for this event. Even though the outcome is not what we wanted, we did our part and made them aware of our concerns, as well as made the mayor aware of our concerns for future times.

Home Show 2016

- Registration is now open for this year's Home Show.
- Date is Saturday April 30
- Many BIA Members have participated in the past and found it a good opportunity to generate new customers.
- Only about 8 or so booths left.
- Call or register on the website for the Chamber of Commerce.

Happy Moments

- Thorntin is doing a charity breakfast this weekend for the Upper Credit Humane Society, Autism Speaks and Canadian Cancer Society ☺
- Chris is receiving a Shamrock Award for Volunteering ☺

Tabled

- Alliance with Belfountain to promote cross-exchange of visitors
- Capitalize on local sports tournaments, which bring many visitors to town but do not seem to translate into downtown shopping; patronize Tim Horton's instead because it is close and fast. Focus on encouraging a return visit rather than trying to attract them on the day.
- Installation of a BIA event board at the local recreation facilities showing a map of downtown businesses and advertise upcoming events and promotions
- Policy on non-BIA merchant participation in retail promotions
- Revisit BIA boundary and by-laws
- Marketing:
 - ☞ Work with the Town on a marketing strategy identifying the best value for limited advertising dollars relative to the key target audience.
 - ☞ Ideas for future events, e.g., Easter, Halloween
 - ☞ Planning for the 2016 Christmas Parade float
 - ☞ Persuade owners of vacant units to keep Window Wonderland window displays throughout the 2016 Christmas season.
- Christmas in the Country:
 - ☞ Improve in-store promotion messaging to customers, employee education
 - ☞ How to broaden customer purchasing to more merchants
- Christmas shopping hours:
 - ☞ Decision to shift to Friday's only starting with Window Wonderland going through to the Friday before Christmas

Ongoing

- Recruiting for a new Administrative Assistant

Action: Direct potential candidates to Chris Bailey at villageoferin@gmail.com **BY: all**

- BIA business support to help distribute the *Heritage Walking Tour* brochure by making copies available in their stores.

Action: Brochures available from Chris Bailey at Brighten Up **BY: all**

Contact Chris Bailey at villageoferin@gmail.com

- Add/update your business on the Town of Erin Business Directory

Action: Link > [Town of Erin Business Directory](#)

- Add/update job openings and accommodation on Live and Work in Erin website

Action: Create account to add listings (<http://liveandworkerin.com>)

Next Meeting

May 5th at Tintagels, 9 00 a.m.

**Let's Get Hillsburgh Growing Committee
Minutes
March 17, 2016**

Present: Lloyd Turbitt, Raissa Sauve, Jeff Duncan, Donna Revell, Jamie Cheyne, Liz Ewasick, Ruth Maddock

Regrets: Jackie Turbitt

1) Minutes: February 18, 2016

Motion: 1-03-2016: Minutes

Moved by Jamie Cheyne and seconded by Liz Ewasick: Be it resolved that the minutes of the LGHG Committee meeting of February 18, 2016 be adopted as circulated. Carried.

2) Accounts:

Motion: 2-03-2016: Accounts

Moved by Raissa Sauve and seconded by Ruth Maddock: Be it resolved that accounts in the amount of 103.25 (list attached) be paid. Carried.

These are \$75.00 to Lloyd for the Snowman Contest prizes and \$28.25 to Donna for payment of booking fee for meeting room at Hillsburgh Firehall for the June 11 event.

3) Snowman Contest:

There were 9 entries.

Winner (\$50.00 prize): Theresa Lane for her two Hillsburgh sports snowmen

2nd Prize (\$25.00 prize): Benjamin and Jacob Esteves for their snowman with a heart

Jamie & Liz donated a 3rd prize of \$15.00 and it was awarded to Jen Edwards for her green dinosaur snowman

Photos of winning snowmen were placed on the Town of Erin web site and in the Erin Advocate. Photos of all the entries were placed on the LGHG Facebook page.

For next year: Add a 3rd Prize. Use same timing in February. Mail out small posters again.

4) Historical Park: Lights in the park have been looked at by Keeler Electric and are now working. The Lions would like to see a structure in the park with a roof to provide shade.

Action: Lloyd to attend meeting on March 30th with Graham Smith, the Town of Erin Building Inspector and Hillsburgh Lions members to inspect and discuss what should be done about the structure in the park.

5) Flower baskets and planters for 2016:

Donation letter: Committee members reviewed the letter to be sent out to local businesses/people requesting donations for the flower baskets and planters.

Letters to be accompanied by LGHG brochures and stamped addressed envelopes for donations to be mailed to the LGHG Committee c/o Lloyd & Jackie.

List of Businesses: Reviewed and updated list of businesses. Committee members volunteered to hand-deliver many of the letters. Aiming to have the letters ready and delivered by the first week of April.

Action: Donna to prepare the various letters for businesses and the accompanying envelopes.

Action: Jeff to deliver tulip stationary to Donna for the letters.

Action: Jeff to deliver LGHG brochures when they are printed to Donna for inclusion with letters.

Action: Donna will deliver all of the letters to Lloyd when they are ready. Committee members who are hand-delivering the letters will pick them up from Lloyd.

6) Hillsburgh Entrance Signs:

Motion: 3-03-2016:

Moved by Jamie Cheyne and seconded by Ruth Maddock : Be it resolved that the LGHG Committee order the appropriate mesh grid for the service club signs from DK Welding in Elora. Carried.

Action: Lloyd to measure the distance between the posts and order the appropriate sized mesh.

Action: Lloyd will contact the Legion and the Rotary Club regarding placing their service club signs on the new welcome signs.

Suggestion made by Jeff Duncan that we include our LGHG Logo on the entrance sign. Everyone agreed.

Action: Lloyd to have the appropriate size LGHG sign made.

7) Metal laser-cut signs:

24 laser-cut unpainted metal signs have been ordered.

Action: Lloyd and Jeff will purchase Tremclad paint (not spray bombs) when they see it on sale.

8) Historical banners on arena:

Donna reported visited the Wellington County Museum & Archives in search of potential pictures to use on the banners.

Committee decided to use a photo of the train station, the photo of the wagon load of mangolds and a streetscape.

Action: Donna will contact the Archives and request good quality prints and/or digital files of the photos.

9) Publicity:

Cost to mail brochures to 735 addresses in Hillsburgh - \$135.00

Cost to print brochure: \$75.00 – \$100.00

Brochures to be printed on ivory/off white paper.

Will mail out brochures mid-April.

Action: Jeff to have 1000 brochures printed.

10) Fundraising events & projects:

Spirit of the Hills Arts, Crafts & Desserts Sale on Saturday June 11:

Hillsburgh Fire Hall Meeting Room is booked.

Action: Liz will start contacting artists and craftspeople.

Action: If you know of an artist/craftsperson who might be interested in attending, contact Liz or have the artist contact Liz.

Action: Need to source and price Styrofoam clamshell food containers.

Need to source and price rental of tents for outside on lawn.

Action: Donna to create poster for event for next meeting.

Spirit of the Hills Family Fun Day (Saturday August 20):

Theme for this year: Superheroes

Action: Donna to create poster for the event.

2017 Community Calendar & Photo Contest:

Action: Raisa to create poster for photo contest.

11) Other Business & Round Table:

Doors Open in the Town of Erin on Saturday June 11: Locations participating in the Doors Open Erin are posted on the Doors Open web site.

<http://www.doorsopenontario.on.ca/Events/Erin.aspx>

2016 Budget for the Town of Erin approved. Our budget request of \$4500 granted.

RCMP Musical Ride coming to Erin Fairgrounds on September 10.

Town of Erin --- Celebrate Erin: A Volunteer Appreciation Event will be held on Saturday April 23. Cost of ticket is \$20.00.

East Wellington Chamber of Commerce Home & Lifestyle Show is Saturday April 30, 10am-4pm at Centre 2000.

Next Meeting:
Thursday April 21
7 pm
Town of Erin Municipal Office
5684 Trafalgar Road

Town of Erin Heritage Committee (T.E.H.C.)

Minutes of Meeting

Monday, March 21, 2016, 7:15 p.m.

Council Chambers

1. Meeting called to order by Chairperson Jamie Cheyne. Present: Margaret Barnstaple, Jeff Duncan, John Gainor, Paul Lewis, Donna Revell and Bob Wilson.
2. Declaration of Pecuniary Interest. None.
3. Approval of Minutes of January 18, 2016. Moved by Donna and seconded by Jeff to accept. Carried.
4. Guest. Jean Denison was welcomed. She has recently retired and came to see what our Committee does.
5. Delegation - Demolition Request of 170 Main Street, Erin. Luka Alilovic and his father attended. The home was purchased recently without a home inspection. Expensive furnace and air conditioner replacements were made and costly renovations. When floors were taken up, the joists were found to be rotted out and extensive mould was found which was causing very serious health problems to the family. The Chief Building official recommended demolition, dependent on the Heritage Committee's review and approval. Moved by Jamie and seconded by Bob that the Town of Erin Heritage Committee has no objection to the demolition of 170 Main Street, Erin due to structure and mould problems. Carried.
6. Business Arising from Minutes
 - 6.1 Erin Advocate Inserts. The March write-up is of Coningsby School.
 Next will be Brisbane. The original date stone from Brisbane School will be officially given back to the Town at the first May daytime meeting. Trustee Kathleen Cooper is invited, as well as the current Brisbane Principal and several school children. The 1901 date stone was in private hands, most recently up north. The old school was at the southeast corner of Trafalgar and Hwy. 124 and was the 'youngest' of the 16 Township one-room schools. John is considering writing up Plugtown! Margaret volunteered to write up Woodside.
 - 6.2 Economic Development - Robyn Mulder is in charge of the Doors Open for 2016 in our Town which will take place on June 11. The Economic Development Dept. will pay for the brochure. Jeff has located quite a few points of interest including the Station Road bridge. Volunteers from our Committee may be needed in several areas.
 - 6.3 Committee by-laws. Not discussed this meeting. Jeff was to follow up giving the by-law to Clerk Dina Lundy.
 - 6.4 63A Trafalgar Road - Nodwell House. Background reviewed for Jean Denison. Owners are interested in pursuing severance.
 - 6.5 Wellington County Heritage. Donna has arranged with Susan Dunlop to bring about 6 items from their archives to a community open house on Thursday, October 27th in the Council Chambers and tell stories about them. We will ask for items from our residents too.

6.6 TEHC budget. Council has approved our Committee's \$2,000 allotment for 2016. They also approved the \$1281.75 unspent from 2015 to be carried over as a reserve.

6.7 Committee by-laws. Not discussed this meeting. Jeff was to follow up giving the by-law to Clerk Dina Lundy.

7. Stanley Park Gates - Designation process. Jamie handed out copies of chapter 2 of Ontario Heritage Trust's regulations for 'The Designation Process'. Jeff will follow up with a professor at University of Guelph for a student project.

8. New Business

Jamie brought a 6 page handout from 1978 from the Wellington County archives entitled "Vanishing Villages of Wellington County: Brisbane, Binkham and Plugtown" written by A.M. Cook.

Donna brought in the 1978 "County Line", a book of pen and ink sketches of local homes and businesses drawn by Deborah MacKinnon of Erin and published by The Porcupine's Quill. Deborah had included brief histories of most, as well as noting architectural details.

A photo of the Blacksmith shop in Hillsburgh was circulated.

Several books by Barbara Raue were also circulated but most of them had no address or description with the colour photos. The book entitled "Older Voices Among Us" was also brought which contains many stories of and by old timers in this part of Wellington County.

"Collecting Postcards" event will be held on Sunday April 17th at 2 p.m. at Aboyne Hall, Wellington County Museum and Archives.

The RCMP Musical Ride will be coming to Erin fairgrounds on September 10th 2016. Rides will occur at 2 p.m. and 7 p.m. and are sponsored by Erin Agricultural Society.

Jeff found an article about history and geography as attractions in Municipal World Magazine, March 2016 edition, pages 37-38. There's a website explaining what used to be in places. Visit the website at <http://grail.cs.washington.edu/projects/timelapse>.

9. Next meeting Monday, April 18, 2016 at 7:00 in the Council Chambers.

9. Adjourned at 9:00 p.m.

Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
Open Items				
Centre 2000 Shared Use Agreement	CAO		Q4 2016	updates included in qtty report
Mayor and Reeves Wall of Recognition	TEHC	2-Jun-15	2016	nearing completion
Determine the best option for updating the Official Plan	Council	13-Jul-15	Q3 2016	
Operational Plan - Finalizing 4 year objectives	CAO		TBD	following adoption of 5 Year Capital Plan
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 presented April 5, Q2 to be presented in July
Stanley Park Arch and Gates - formal designation	TEHC	20-Jan-15	Q2 2016	
Report - 5 year on range of possible tax implications - increase based on CPI and current AMP	Director of Finance	3-Nov-15	Q2 2016	
Schedule meeting to review strategies to address current economic challenges	EDO	3-Nov-15		
Report on procedures, policies and options re: Demolition Permit	CBO/Planning staff	1-Dec-15	Q2 2016	
moving forward with necessary processes to add the creation of secondary dwelling units within accessory buildings as a permitted use	CBO/Planning staff	16-Feb-16	Q3 2016	
Implement a reward/incentive program for staff finding efficiencies/cost savings	CAO	5-Apr-16	Q3 2016	
Invite Ontario Clean Water Agency to do a presentation to Council on water/wastewater issues	CAO	5-Apr-16	Q2 2016	Scheduled for June 7
Invite Meeting Investigator to present to Council on the complaint process	CAO	19-Apr-16	Q2 2016	Scheduled for June 21
Report on how new fill by-law is working, and if any amendments would be needed	CBO/Planning staff	4-May-16	Q4 2016	
Completed Items				
Full time By-law Officer Report	CAO	6-Oct-15	Q1 2016	
Outstanding Operational Review Item - Fire Department Review	CAO	1-Sep-15	26-Feb-16	10am
Inquire with the Town of Minto regarding videotaping Council Meetings	Clerk	16-Feb-16	01-Mar-16	complete Mar 1 Agenda
Pulic Open Forum Report	Clerk	1-Mar-16	22-Mar-16	complete Mar 22 Agenda
Check with Rogers to see if they are interested in broadcasting Council meetings	Clerk	19-Jan-16	Q2 2016	no interest
Report on potential amendments to the sign by-law	By-law	17-Nov-15	Q1 2016	complete Mar 22 Agenda
Report on actions/options required to implement a Community Safety Zone By-law	County Planning	1-Sep-15	Q2 2016	County Engineer resp.
Amend Feb 26 - Fire Op Rev meeting minutes to include statement regarding the impact of medical response calls	Clerk	22-Mar-16	23-Mar	complete

Activity List 2016

Description of Request	Person Responsible	Date Directed	Suggested Completion	Status
GMF Application for wastewater class EA feasibility study - submission and results	Triton Engineering	2-Jun-15	n/a	completed - Funding Approved
Organizational and Compensation Review	CAO		05-Apr-16	
revised draft site alteration by-law, taking Council, OSRTF, and CAFD comments	CBO	22-Mar-16	5-Apr-16	
meet with staff to discuss best process for open forum	Mayor Alls, Councillor Sammut	22-Mar-16	5-Apr-16	meeting took place, discussion item on agenda
Quarterly Major Project Updates	CAO	1-Sep-15	Each Quarter	Q1 2016 on April 5
Alcohol Risk Policy - update	CAO/Facility Manager	19-May-15	5-Apr-16	complete
Report on Community Safety Zones in both Villages, Crosswalk on the Main Street of Erin, and Truck Bypass around the Village of Erin	County Roads Department	16-Feb-16	Q2 2016	Letter recd on Apr 5 agenda from Cnty Roads
begin negotiations with Jardine Lloyd Thompson Canada Inc with the objective of entering into a contract for the Town's insurance coverage	Financial Analyst	22-Mar-16		mtg April 12, 2016
Advise the County of Wellington of Council's position regarding the application for 6012 Eighth Line	Clerk	5-Apr-16	19-Apr-16	complete
amend fee by-law to include Road Occupancy Permit	Clerk	22-Mar-16	3-May-16	possible changes from fire department as well
Station 50 - Update Emergency Plan	Fire Chief/County Emergency Manager	2-Jun-15	Q2 2016	EOC mtg April, Linda will attend Council May 3 for annual report

Normal Farm Practices
Protection Board

3rd Floor
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: (519) 826-3549
Fax: (519) 826-3259

Commission de protection
des pratiques agricoles
normales

3^e étage
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: (519) 826-3549
Télééc.: (519) 826-3259



Normal Farm Practices Protection Board

PRE-HEARING CONFERENCE ORDER #2

IN THE MATTER OF the *Farming And Food Production Protection Act, 1998.*

**AND IN THE MATTER OF an application to the Board under section 6 of
the *Farming And Food Production Protection Act, 1998.***

Board File No.: 2015-08: Maieron v. Town of Erin

Between:

Silver Creek Aquaculture and Lou Maieron

Applicants

and

Town Of Erin

Respondent

On April 21, 2016, the Normal Farming Practices Protection Board (“the Board”) received, via email, a written request from the Applicant to adjourn this matter before the Board until a later date. The Respondent, via email, consented to the adjournment on April 22nd, 2016.

The Board Orders that:

1. The matter of Maieron v. Town of Erin is adjourned.
2. The Applicant shall notify the Board, in writing, on or before January 31st, 2017 whether or not to proceed with this matter. Failing any notice from the Applicant on or before the aforementioned deadline the Board will consider the application withdrawn.
3. The aspects of the Pre-Hearing Conference Order regarding disclosure and any site visits issued by Mr. Marty Byl and dated March 15th, 2016 are no longer in effect. A new Order outlining the rules for disclosure will be issued should this matter proceed, and the matter of a site visit is addressed below.

On April 5th, 2016, the Board, via email, ordered each party to provide written submissions with respect to the Respondent's initial request for a site visit to the subject property by the expert witness. The Respondent and Applicant provided written submissions, via email, on April 12th, 2016 and April 22nd, 2016, respectively. The Board will reserve its decision on this issue after the Applicant notifies the Board whether to proceed with this matter.

DATED May 10, 2016



Kirk Walstedt, Chair

Tuesday, May 17, 2016

Building Officer, Carol House, has done a commendable job in incorporated OSRTF model By-law as the base of the proposed Town of Erin Site Alteration By-law, incorporating a great deal of pertinent and vital info/requirements into this latest version (#3). It is fairly comprehensive and when all is done, will be a strong Site Alteration By-law tool for the Town of Erin. Just as critical will be the accompanying tool, the **stringent and diligent enforcement** of this By-law. To date, that has been direly lacking.

I would like to ask Council to seriously consider a temporary moratorium on all fill into Town of Erin, except the 20 loads allowed for regular use as presently permitted by our existing Site Alteration By-law. As soon as Council and legal counsel are satisfied with the proposed new Site Alteration By-law and Council approves it, fill permitting process can reconvene.

I would like Council to discuss/develop a Action Strategy Plan for existing problem fill sites as soon as possible. Would public input be permitted and in what format? Public meeting?

The Site Alteration By-law is at the last stages of the approval process. Let's do it right the first time. It must NOT and should not be pushed hurriedly through. The "devil is in the detail".

As Council is aware, there are problem fill sites in the town of that has/and continues to take up much of staff/Council time. It is important to litmus test this By-law against specific existing site situations in Town of Erin.

I look forward to hearing Council and staff thoughts on this. Thank you.

Anna Spiteri, Citizens Against Fill Dumping

Administration

Office of the Regional Clerk

1815 Sir Isaac Brock Way, PO Box 1042, Thorold, ON L2V 4T7

Telephone: 905-685-4225 Toll-free: 1-800-263-7215 Fax: 905-687-4977

www.niagararegion.ca

May 9, 2016

The Honourable Dr. Jane Philpotts
 Health Canada
 70 Colombine Driveway
 Tunney's Pasture
 Ottawa, ON K1A 0K9

Sent via email:
hon.jane.philpott@canada.ca

The Honourable Dr. Eric Hoskins
 Ministry of Health and Long Term Care
 10th Floor, Hepburn Block
 80 Grosvenor Street
 Toronto, ON M7A 2C4

Sent via email:
ehoskins.mpp@liberal.ola.org

RE: Lyme Disease
Minute Item 9.3, CL 6-2016, April 28, 2016

Dear Ministers:

Regional Council at its meeting held on April 28, 2016, passed the following resolution:

Whereas the number of cases of ticks positive for Lyme disease is increasing throughout Ontario and specifically in Niagara Region;

Whereas the laboratory testing for and diagnosis of Lyme disease is sub-optimal;
 and

Whereas there are chronic sufferers of long term consequences of this disease.

NOW THEREFORE BE IT RESOLVED:

1. That Niagara Region **REQUEST** the Province of Ontario to increase funding for research aimed to enhance the testing for Lyme disease;
2. That Niagara Region **REQUEST** the Government of Canada to increase funding for research aimed to enhance the testing for Lyme disease and determine better treatment for long term outcomes of Lyme disease;
3. That this resolution **BE FORWARDED** to all Municipalities in Ontario for their endorsement; and
4. That this resolution **BE FORWARDED** to the Premier of Ontario, the Minister of Health and local Members of Provincial Parliament.

.../2

The Hon. Dr. J. Philpotts and
The Hon. Dr. E. Hoskins
Lyme Disease
May 9, 2016
Page 2

Please do not hesitate to contact me should you have any questions.

Yours truly,



Ralph Walton
Regional Clerk

cc: The Honourable K. Wynne, Premier of Ontario *Sent via email: kwynne.mpp@liberal.ola.org*
W. Gates, MPP (Niagara Falls) *Sent via email: w gates-co@ndp.on.ca*
The Honourable R. Nicholson, MP (Niagara Falls) *Sent via email: rob.nicholson@parl.gc.ca*
T. Hudak, MPP (Niagara West) *Sent via email: tim.hudakco@pc.ola.org*
D. Allison, MP (Niagara West) *Sent via email: dean.allison@parl.gc.ca*
The Honourable J. Bradley, MPP (St. Catharines) *Sent via email: jbradley.mpp.co@liberal.ola.org*
C. Bittle, MP (St. Catharines) *Sent via email: chris.bittle@parl.gc.ca*
C. Forster, MPP (Welland) *Sent via email: cforster-op@ndp.on.ca*
V. Badawey, MP (Niagara Centre) *Sent via email: vance.badawey@parl.gc.ca*
All Ontario Municipalities *Sent via email*



220 Algonquin Boulevard East, Timmins, ON P4N 1B3
www.timmins.ca

May 4, 2016

TO: ALL ONTARIO MUNICIPALITIES

Dear Sir/Madam:

Re: City of Timmins Resolution – Regulate Gas Prices in Ontario

Attached hereto please find a certified true copy of City of Timmins Resolution 16-154 passed on April 27, 2016 for your review and support.

If your municipality supports this resolution, please forward a copy of your resolution to the City of Timmins.

Thank you.

Yours truly,

A handwritten signature in blue ink, appearing to read "SP", is written over a faint, larger signature.

STEPH PALMATEER, AMCT
City Clerk

SP/jc

The Corporation of the City of Timmins

RESOLUTION

Moved by Councillor Wawrzaszek

16-154

Seconded by Councillor Doody

Whereas the price of fuel is critical to the day to day cost of living for all residents of Ontario;

And Whereas the price of fuel plays a large role in establishing a competitive business climate;

And Whereas some regions in Ontario have consistently experienced higher fuel costs that go beyond the cost difference of transporting fuel;

And Whereas the fuel sales industry is quick to raise fuel prices as the price of oil increases but fuel prices do not adjust as quickly when the price of oil decreases;

And Whereas history has shown that fuel prices increase for long weekends and holidays;

And Whereas the Province of Ontario has the ability to regulate fuel prices;

Now Therefore Be it Resolved that Council for the City of Timmins hereby petitions the Government of Ontario to regulate fuel prices to the levels that are affordable and profitable as in jurisdictions within Ontario that have lower fuel prices;

Be it Further Resolved that this resolution and the background information are forwarded for support to all Municipalities in Ontario;

And Further That all resolutions of support are returned to the City of Timmins for submission to the Premier of Ontario, the Minister of Finance, the Association of Municipalities of Ontario, Timmins - James Bay MPP Gilles Bisson and the Ontario Good Roads Association.

CARRIED.

CERTIFIED TRUE COPY
OF RESOLUTION 16-154

	YEAS	NAYS
MAYOR		
S. Black		
COUNCILLORS		
P. Bamford		
J. Campbell		
M. Doody		
R. Dubeau		
A. Grzela		
A. Marks		
N. Rinaldo		
W. Wawrzaszek		


Steph Palmateer, City Clerk
Carried _____

Defeated _____

Deferred or Tabled _____

Date _____ April 27, 2016

Ontario Regular Unleaded Gasoline Prices // Prix de l'essence ordinaire en Ontario - 2016 (cents/litre)														Diff in highlighted prices			Price fluctuation (1st date +/- 2nd date)	
Source: http://www.energy.gov.on.ca/en/fuel-prices/?fuel=REG&yr=2016																		
Date	Ottawa	Tor W	Tor E	Windsor	London	Sudbury	SS Marie	Thdr Bay	Nrth Bay	Timmins	ON Avg	S. Avg	N. Avg	N/S Diff.				
04-Jan	89.5	101.8	100.5	92.3	92.8	104.4	103.9	104.4	98.8	107.9	98.2	97.5	103.9	-6.4				
11-Jan	86.5	92.9	94.2	93.8	87.7	102.4	101.9	100.5	97.6	107.1	92.7	91.6	101.5	-10	15	8	13	15
18-Jan	83.4	92.8	91.4	86	84.8	94.4	100.9	99.8	96.4	103.9	90.3	89.3	98.2	-8.9				13
25-Jan	84.6	94.8	93.4	83.8	85.4	91.4	98.4	94.6	93.1	99.9	91.2	90.7	94.5	-3.7				16
01-Feb	81.5	94.8	92.5	82.4	86.5	95.4	97.9	90.9	97	98.9	90.4	89.8	94.9	-5.1				
08-Feb	76.9	90.4	87.8	83.7	79.8	93.4	97.9	89.5	94.4	97.7	86.3	85.4	93.4	-8.1	21			20
16-Feb	87.5	91.8	89.4	80.5	81.4	92.8	95.9	86.7	92.6	93.9	88.9	88.5	91.5	-3				
22-Feb	84.6	87.8	86.2	81.3	78.9	93.4	95.9	86.7	91.6	97.1	86.2	85.4	91.9	-6.5				
29-Feb	86.5	89.8	87.9	76.8	79.7	92.4	95.9	93.2	90.8	96	87.6	86.9	93.3	-6.4				
07-Mar	87	91.3	89.2	74.2	80.8	91.4	95.9	92.6	90	96	88.4	87.8	92.7	-4.9	16			21
14-Mar	91.5	95.3	93.7	85.7	85.9	94.4	95.9	99	89.4	99.9	93	92.6	95.9	-3.3				
21-Mar	91	94.3	92.7	84.4	85.9	97.3	95.9	104	89.2	102.9	92.5	91.8	98.6	-6.8				
28-Mar	95.4	99.3	97.9	84.2	89.5	97.4	103.9	104	89.2	102.7	96.7	96.3	99.9	-3.6				
04-Apr	94.9	98.3	97.2	92.5	88.5	95.4	102	100	87.9	102	96.2	96	97.5	-1.4	5			
11-Apr	98.2	102.3	100.6	91.1	92.5	95.5	99.9	100	94.8	102	99.2	99.4	98.1	1.3	1	0	5	
18-Apr	99.6	102.2	101.5	95.9	92.7	106.4	106.9	106.9	99.2	111.5	100.9	100.2	106.1	-5.9				
25-Apr	100.9	104.3	103	95.3	103.8	106.4	106.9	106.9	98.9	110	103	102.6	106	-3.3	3			
**																		
Year	89.4	95.5	94.1	86.1	86.9	96.7	99.8	97.6	93.6	101.7	93	92.5	97.5	-5.1				
Note: Retail pump prices are a mix of full-serve and self-serve prices. Prices include all applicable taxes. // Noté : Les prix de détail repré sentent un échantillon de stations avec et sans service et incluent toutes les taxes applicables.																		

Comparing the blue highlighted prices - On March 7, 2016 price of gas in Windsor was 74.2c/L and in North Bay 90c/L for a difference of 15 cents. Less than a month later, on April 4, it became cheaper to buy gas in North Bay as price of gas in Windsor was 92.5c/L and the price in North Bay, 87.9c/L. The price of gas between the two municipalities have fluctuated by 21 cents in less than a month.

Comparing the purple highlighted prices - On Jan 11, Toronto East was 94.2c/L and Sudbury 102.4c/L. Price fluctuated by 13 cents by April 11 where Toronto East paid 100.6c/L and Sudbury paid 95.5c/L

Comparing the averages between Northern and Southern municipalities of Ontario in red font -
On Jan 11 it was cheaper, on average, to buy gas in Northern Ontario than it was to buy gas in Southern Ontario - Logical?

Price Regulation

The Canadian government has constitutional authority to regulate gasoline prices only in an emergency. However, provinces and territories can regulate prices, and Quebec and the Atlantic provinces do so.

Provinces regulate gasoline prices to reduce price volatility -- high up or down price changes -- and to protect small independent retailers.

Quebec

Quebec sets minimum prices weekly based on its estimate of the acquisition cost of gasoline. The price includes an estimate of transportation costs and can include a minimum retail margin at the discretion of the regulating body, the Regie de l'energie du Quebec.

New Brunswick

In New Brunswick, the Energy and Utilities Board sets the maximum price every Thursday based on a formula that links the price to the New York Harbour price, with allowances made for other factors such as retail margins. No minimum price is set.

Nova Scotia

Nova Scotia also uses New York Harbour spot prices to set a benchmark price. Wholesale prices are set 6 cents a litre higher than the benchmark, and a transportation allowance is included in the price, ranging from 0.2 to 2.0 cents per litre, depending on the zone. Retailers are allowed a margin of 5.5 cents per litre and cannot sell below a margin of 4 cents per litre.

Prince Edward Island

In Prince Edward Island, prices are set by the Island Regulatory Appeals Commission. The Commission has full discretion in setting prices and tracks a wide variety of trends in determining the price level. In practice, it also uses New York Harbour prices to drive changes in the regulated price. Prices on the New York Mercantile Exchange (NYMEX) are averaged over a two week period and the new maximum and minimum prices are usually announced on the first and 15th of every month. Wholesalers have the right to apply for a decrease in their wholesale price. In theory, this could result in different prices from one brand to another. In practice, any such differences are rare and short-lived.

Newfoundland and Labrador

In Newfoundland and Labrador, the price of gasoline is set by the Board of Commissioners of Public Utilities. The Board sets a benchmark price based on spot market prices and adds on various factors such as wholesale and retail margins, transportation and taxes to arrive at a maximum price. The province is divided into 18 zones to accommodate differing transportation costs. Prices are revised monthly.

Background information:

Lowest Gasoline Price on Wednesday April 13th via Gasbuddy.com (NEOMA region) (20 cent volatility within region)

Timmins	111.6
Hearst	102.9
Kapuskasing	102.9
Smooth Rock Falls	102.9
Cochrane	102.9
Iroquois Falls	102.9
New Liskeard	92.9
Kirkland Lake	91.9

Other Northern Communities (21 cent volatility compared to Timmins) (15.6 cent volatility within region)

Sudbury	105.9
Sault Ste Marie	99.9
Thunder Bay	91.9
North Bay	90.7
Parry Sound	98.6
Kenora	92.9
Sturgeon Falls	92.9
Espanola	90.3

Other communities in Southern Ontario (26 cent volatility relative to Timmins) (13.2 cent volatility within region)

Ottawa	98.5
Kingston	97.9
St Catharines	97.9
Hamilton	94.6
Niagara Falls	93.9
Windsor	93.9
Toronto	92.9
London	86.3
St Thomas	86.3
Peterborough	85.6
Sarnia	85.3

Background information:

Lowest Gasoline Price on Monday, April 25th via Gasbuddy.com (NEOMA region) (16.6 cent volatility within region)

Timmins	109.6
Hearst	112.5
Kapuskasing	111.7
Smooth Rock Falls	106.9
Cochrane	109.9
Iroquois Falls	106.9
New Liskeard	96.9
Kirkland Lake	95.9

Other Northern Communities (21 cent volatility compared to Timmins) (13.0 cent volatility within region)

Sudbury	104.9
Sault Ste Marie	96
Thunder Bay	91.9
North Bay	94.7
Parry Sound	98.6
Kenora	98.5
Sturgeon Falls	95.4
Espanola	97.3

Other communities in Southern Ontario (26 cent volatility relative to Timmins) (11.2 cent volatility within region)

Ottawa	97.9
Kingston	94.9
St Catharines	97.9
Hamilton	98.6
Niagara Falls	98.5
Windsor	92.7
Toronto	94.9
London	97.9
ST Thomas	95.2
Peterborough	87.6
Sarnia	98.8

Corporation of the Town of Essex**Municipal Resolution on Widening Highway 3 to Improve Public Safety****MOVED BY: Councillor Snively****RESOLUTION NO. R16-05-180****SECONDED BY: Deputy Mayor Meloche****DATE: May 2, 2016**

WHEREAS the late Bruce Crozier, as Member of Provincial Parliament for Essex from 1993 to 2011, successfully advocated for the widening of Highway 3 (Bruce Crozier Way) from Windsor to Leamington to address public safety concerns with this stretch of Highway 3.

AND WHEREAS two phases of the three-phase Highway 3 Road Widening project were completed by the Ministry of Transportation but the third phase of the Project (covering the stretch of Highway 3 from the Town of Essex to the Town of Leamington) is, based on our understanding, not currently in their short term planning;

AND WHEREAS a number of traffic accidents have since occurred on the current two-lane stretch of Highway 3 between Essex and Leamington, with the most recent fatal accident having occurred on April 27, 2016 just east of County Road 23;

AND WHEREAS public safety concerns persist today as it relates to this heavily travelled section of Highway 3 which is a major transportation corridor for industrial, agricultural and commercial trade in Southwestern Ontario;

THEREFORE BE IT RESOLVED that the Government of Ontario be called upon to make it a top priority to complete the final phase of the Highway 3 Widening Project (between Essex and Leamington); and

That a copy of this resolution be forwarded to the Ministry of Transportation, the AMO and to all municipalities within the Province with a request for support.

"CARRIED"



Mayor McDermott

Subject: AMO Support for Fort McMurray - Call to Action

May 5, 2016

Dear Colleagues,

Like you, I have been deeply affected by the disturbing images and the heartbreak we are seeing of those fleeing the wildfires around Fort McMurray. We appreciate the hard work of emergency services, civic employees and volunteers to assist in the multitude of efforts to tackle this situation. It is a situation that cries out for compassion and action.

AMO today challenged the 100 plus delegates at the Ontario Small Urban Conference to reach into their pockets and contribute personally. Delegates are meeting here in Goderich, the site of a devastating tornado that ripped through the community in 2011, learning more about being prepared for the unexpected, including natural disasters. In only 5 minutes, the challenge here raised \$1233.00. The OSUM delegates asked me to challenge all municipal governments to donate as well. Municipal governments can contribute through AMO and we'll ensure the funds are placed so that the Canadian government and Alberta government can match the dollars.

Donations can be made by cheque payable to Association of Municipalities of Ontario, with "Fort McMurray Disaster" in the description field. Let's grow today's \$1233.00 funds so that in several weeks, we can tell our colleagues in northern Alberta and across the country that Ontario's municipal governments care and are making a difference. Let's help their recovery!

Sincerely,
Gary McNamara
AMO President

THE CORPORATION OF THE TOWN of ERIN

BY-LAW NUMBER 16-

A by-law to prohibit or regulate the removal of topsoil, the placing or dumping of fill and the alteration of the grade of land in areas within the Town of Erin.
(Site Alteration By-law)

WHEREAS Section 10(2) of the Municipal Act 2001, S.O. 2001, c. 25, as amended, authorizes a Municipality to pass by-laws respecting the economic, social and environmental well-being of the Municipality and the health, safety and well-being of persons;

AND WHEREAS Section 128 of the Municipal Act, 2001 authorizes local municipalities to prohibit and regulate with respect to public nuisances, including matters that in the opinion of Council, are or could become or cause public nuisances;

AND WHEREAS Section 129 of the Municipal Act, 2001 authorizes local municipalities to prohibit and regulate with respect to noise, vibration and dust;

AND WHEREAS Section 142 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, authorizes a Municipality to pass by-laws to prohibit, regulate or require a permit for, and impose conditions upon, the placing or dumping of fill, removal of topsoil or alteration of the grade of land;

AND WHEREAS the Council of The Corporation of the Town of Erin is desirous of enacting such a by-law and deems it in the public interest to regulate the dumping and placing of fill and other site alterations in order to ensure that:

- a) Existing drainage patterns are maintained and erosion and sedimentation are prevented;
- b) Changes to drainage or grade are appropriate to protect natural heritage features and areas;
- c) Interference and damage to watercourses or water bodies are prevented;
- d) Ground water and surface water quality is maintained;
- e) There is no discharge of a contaminant into the natural environment that causes or may cause an adverse effect and that degradation of the pre-existing soil and ground water quality conditions at the site and on adjacent properties is prevented;
- f) Haul routes for the transportation and fill of topsoil authorized for placement, dumping or removal will be designated to and/or from a site to minimize damage to the Town's roads and minimize interference and/or disturbance to the Town's residents and businesses;
- g) Disturbance to landform characteristics are kept to a minimum; and
- h) The proponent of the site alteration project pays for its costs;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF ERIN hereby enacts as follows:

DEFINITIONS AND INTERPRETATION

1. This by-law may be cited as the Site Alteration By-law.
2. The schedules appended to this by-law are incorporated into and form part of this by-law.
3. Council shall have the same powers as the Chief Building Official pursuant to this by-law for the issuance of permits and agreements under Section 5.2.
4. In this by-law:
 - a) "Adverse effect" means one or more of,
 - i. Impairment of the quality of the natural environment for any use that can be made of it;
 - ii. Injury or damage to property or to plant or animal life;
 - iii. Harm or material discomfort to any person;

- iv. An adverse effect on the health of any person;
 - v. Impairment of the safety of any person;
 - vi. Rendering any property or plant or animal life unfit for human use;
 - vii. Loss of enjoyment of normal use of property; and
 - viii. Interference with the normal conduct of business.
- b) “Agricultural Lands” includes all lands that are used by a farming business registered under the Farm Registration and Farm Organizations Funding Act, 1993, S.O. 1993, c.21 as amended, for growing of crops, including nursery and horticultural crops, raising livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry and maple syrup production;
 - c) “Alteration” means changes in elevation of 100 mm or more from existing grade or finished grade resulting from the placing or dumping of fill, the removal of topsoil or any other action that alters the grade of land;
 - d) “Best Management Practices” means the practices as outlined in the document released by the MOECC titled Management of Excess Soil- A Guide for Best Management Practices, January 2014, and its shortened version to BMP and attached as Schedule ‘F’ in this by-law;
 - e) “Body of Water” includes anybody of flowing or standing water whether natural or artificial;
 - f) “Building Code Act” means the Building Code Act, 1992, S.O. 1992, c.23, as amended;
 - g) “Chief Building Official” means the Chief Building Official appointed by the Corporation of the Town of Erin or his/her designate and its shortened version to CBO;
 - h) “Clean Fill” means material that meets the standards as set out in Table 1 of the “Soil, Groundwater and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act”.
 - i) “Clean Water Act” means the Clean Water Act, 2006, S.O. 2006, c. 22, as amended;
 - j) “Complete Application” means an application and contents as described in Section 17 of this By-Law;
 - k) “Conservation Authority” means the Credit Valley Conservation Authority or the Grand River Conservation Authority;
 - l) “Contaminant” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that causes or may cause an adverse effect;
 - m) “Corporation” means the Municipality of The Town of Erin;
 - n) “Council” means the Council of the Town of Erin;
 - o) “Drainage” means the movement of water to a place of disposal, whether by way of the natural characteristics of the ground surface or by artificial means;
 - p) “Drainage Act” means the Drainage Act, R.S.O. 1990, c.D.17, as amended;
 - q) “Dump” means the depositing of fill in a location other than where the fill was obtained or the movement and depositing of fill from one location on a property to another location on the same property or on a separate property, and “dumping” has the corresponding meaning;
 - r) “Erosion” means the detachment and movement of soil, sediment, rock fragments or the like by forces such as but not limited to water, wind, ice, or gravity;
 - i) “Erosion and Dust Control” means measures to control erosion and dust generated as part of the alteration of the site; “Fill” includes any type of material capable of being removed from or deposited on lands, such as but not limited to soil, stone, sod, turf, concrete, and asphalt either singly or in combination;
 - s) “Fill Management Plan” means a plan referenced in this by-law;

- t) “Financial Assurance” means the financial securities required to be deposited with the Town of Erin in accordance with ‘Schedule C’;
- u) “Grade” means the elevation of the ground surface and shall be more particularly defined as follows:
 - i) “Existing Grade” means the elevation of the existing ground surface of the lands upon which dumping and/or placing of fill, altering of the grade, or removing the topsoil is proposed and/or abutting ground surface up to three metres wide surrounding such lands, except that where such activity has occurred in contravention of this by-law, existing grade shall mean the ground surface of such lands as it existed prior to the said activity;
 - ii) “Finished Grade” means the approved elevation of ground surface of lands upon which fill has been placed or dumped, the grade altered or topsoil removed, in accordance with this by-law;
 - iii) “Proposed Grade” means the proposed elevation of ground surface of land upon which fill is proposed to be placed or dumped, the grade altered or topsoil removed.
- v) “Large Scale Site Alterations’ includes the placing or dumping or removal of fill and the alteration of grade involving more than 1000 cubic metres of fill or where the elevation of the site will increase or decrease by more than 1m at any point on the site;
- w) “Landform Features” means distinctive physical attributes of land such as slope, shape, elevation and relief;
- x) “Lot” means a parcel of land, described in a deed or other document legally capable of being conveyed including a block on a registered plan of subdivision;
- y) “MOECC” means the Ministry of the Environment and Climate Change;
- z) “Municipal Act” means the Municipal Act, 2001, S.O. 2001, c.25, as amended;
- aa) “Officer” means any person designated by by-law of the Corporation of the Town of Erin to issue permits and impose conditions under this by-law or to enforce this by-law;
- bb) “Order” means an Order under Section 35 of this by-law and includes an Order to Comply, a Stop Work Order and an Order to Remove;
- cc) “Owner” includes the registered owner of the lands on which site alteration is proposed and any person, firm or corporation managing or controlling such lands;
- dd) “Planning Act” means the Planning Act, R.S.O. 1990,c.P13, as amended;
- ee) “Permit” means a permit that can be issued pursuant to this by-law;
- ff) “Permit Holder” means a person to whom a permit has been issued under this by-law;
- gg) “Person” includes a corporation;
- hh) “Place” means the distribution of fill on lands which has the effect of establishing a finished grade higher than the existing grade, and includes soil stripping, and “placed” has the corresponding meaning;
- ii) “Ponding” means the accumulation of surface water in an area not having drainage therefrom where the lack of drainage is caused by the placing or dumping of fill, altering of grade or removing of topsoil;
- jj) “Qualified Person’ means a person qualified as defined within Ontario Regulation 153/04-“Qualified Person, other than Risk Assessment” as amended and as noted in the MOECC Best Management Practices document;
- kk) “Retaining Wall” means a wall designed to contain and support fill, which has a finished grade higher than that of adjacent lands;
- ll) “Road Security Deposit” means financial security deposits as noted in ‘Schedule E’

“Roads Superintendent” means the person or designate as appointed by the Corporation of the Town of Erin;

- mm) “Security” means a certified cheque, cash or an irrevocable letter of credit in a form acceptable to the Chief Building Official and the Town’s Treasurer;
- nn) “Site” means the lands which are the subject of an application for a permit pursuant to this by-law;
- oo) “Soil” includes material commonly known as earth, topsoil, loam, subsoil, clay, sand or gravel;
- pp) “Swale” means a shallow depression in the ground sloping to a place of disposal of surface water or providing a method of drainage;
- qq) “Topsoil” means those horizons in a soil profile containing organic material and includes deposits of partially decomposed organic matter such as peat (technically known as the “O” and “A” horizons);
- rr) “Town” means the Corporation of the Town of Erin;
- ss) “Vegetation” includes any woody plant or contiguous cluster of plants, including trees and shrubs, hedgerows, and trees;
- tt) “Watercourse” means a natural or man-made channel or swale in which water flows, either continuously or intermittently with some degree of regularity;
- uu) “Wetland” means land such as a swamp, marsh, bog or fen not including land that is being used for agricultural purposes and no longer exhibits wetland characteristics that:
 - i) Is seasonally or permanently covered by shallow water or has the water table close to or at the surface;
 - ii) Has hydro-soils and vegetation dominated by hydrophytic or water-tolerant plants;
 - iii) Has been further identified by the Ministry of Natural Resources local Conservation Authorities, or by any other person, as such according to evaluation procedures established by the Ministry of Natural Resources, as amended from time to time.
- vv) “Zoning By-Law” means a by-law passed by the Corporation pursuant to Section 34 of the Planning Act and includes Zoning By-Law 07-67 as may be amended from time to time.

PLACING/DUMPING FILL, ALTERING GRADE, REMOVAL OR TOPSOIL

5. Other than in an approved landfill site, no person shall place or dump, or cause or permit the placing or dumping of fill on, nor alter or cause or permit the alteration of the grade of any land in the Town of Erin, nor remove or cause or permit the removal of any topsoil from any land in the Town of Erin, including any land which are submerged under any watercourse or other body of water, without having first obtained a site alteration permit issued by the Chief Building Official or Council.

All imported fill and soils regraded or distributed on any lands shall not have any chemical qualities or compounds that are greater than the native material on the site. There shall be no degradation of existing soil quality and groundwater quality as a result of the site alteration.

GENERAL PROHIBITIONS and REGULATIONS

6. No person shall place or dump any fill, remove any topsoil or fill or otherwise alter the grade of land by causing, permitting or performing any other form of site alteration on land within the Town without the owner first receiving a permit issued under this by-Law by the Chief Building Official or Council, unless otherwise exempt.
7. No person shall fail to comply with an order issued pursuant to Section 36 of this by-Law.
8. No person shall cause, permit or perform a large scale site alteration in a wellhead protection area, significant ground water recharge area or significant high aquifer vulnerability area as designated in a drinking water source protection plan under the

Clean Water Act unless such site alteration is directly associated with a building permit issued by the Town or any other development agreement with the Town.

9. No person shall perform a site alteration on any land unless it is done at the request of or with the written consent of the owner of the land where the site alteration is to occur.
10. No person shall perform, or cause or permit to be performed, any site alteration that may adversely affect the quality or quantity of water in a well, pond or watering hole intended for use as a source of water for agriculture or human consumption on a property with an adjoining property boundary, or any other property.
11. No person shall place or dump fill or cause or permit fill to be placed or dumped on a lot fronting on a Town road that has been deemed by the Town, in its sole discretion, to be unsuitable for the transportation of fill.
12. No person shall perform a site alteration or permit the performance of a site alteration:
 - (a) Between the hours of 7:00p.m and 7:00a.m. Monday to Friday;
 - (b) Anytime Saturday, Sunday or on a Statutory Holiday;
 - (c) During any period in which a wind warning for the area has been issued by Environment Canada;
 - (d) During or within 24 hours of receiving precipitation in excess of two (2) millimetres;

Under further restricted times and conditions as referred to in the permit or agreement

13. In addition to the other requirements of this by-law, and notwithstanding any permit issued under this by-law, no person shall place or dump, or cause or permit the placing or dumping of fill on, or alter or cause or permit the alteration of the grade of, or remove or cause or permit the removing of any topsoil from any land in the Town of Erin, including any lands which are submerged under any watercourse or other body of water unless:
 - a) it is done with the consent of the owner of the site where the fill is to be placed or dumped, the grade altered or the topsoil removed;
 - b) all fill to be used includes only soil, stone, sod or other material acceptable to the Chief Building Official and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage, painted wood, asphalt, construction materials and/or contaminants and must comply with the requirements of the fill inspection checklist in the fill management plan;
 - c) the drainage system for the site is provided in accordance with this by-law and any permit issued hereunder and as otherwise required by- law, and in accordance with proper engineering standards and practices and will not result erosion, blockage, siltation or contamination of a water course, flooding or ponding;
 - d) The fill is placed or dumped, any retaining wall containing such fill is erected, the grade is altered, or the topsoil is removed, in such a manner that no flooding, ponding, or other adverse effects are caused on other lands.
14. Every person to whom a permit is issued pursuant to this by-law shall, in addition to any conditions of the permit;
 - e) provide a retaining wall where required by the Chief Building Official which does not encroach upon abutting lands, either above or below existing grade, and such retaining wall shall be constructed to the satisfaction of the Chief Building Official and comply with the requirements of the Ontario Building Code.
 - f) ensure that the finished grade surface is protected by sod, turf, seeding for grass, vegetation, asphalt, concrete or other similar means, or combination thereof and ensure that phased revegetation be implemented in large scale site alteration sites;
 - g) ensure that fill shall not be placed or dumped around the perimeter of any existing building in contravention of the requirements of the Ontario Building Code;
 - h) provide such protection for trees as may be required by the Chief Building Official;
 - i) provide siltation control measures as may be required by the Chief Building Official;
 - j) ensure that the work that is the subject of the permit does not soil or otherwise foul any municipal roads. All works affecting the Town's roads shall comply with Schedule 'E' attached to this by-law.

- k) ensure that all conditions of the permit issued pursuant to this by-law and any requirements of this by-law are fulfilled to the satisfaction of the Chief Building Official;
- l) ensure the work that is the subject of the permit does not occur in areas regulated by a Conservation Authority or approval agency without written approval of the respective regulatory agency, and in the event this occurs, ensure that the affected areas are restored to the satisfaction of the Chief Building Official and the Conservation Authority.

EXEMPTIONS

15. The provisions of this by-law do not apply to;

- m) The importation of 200 cubic metres or less of fill onto a property of 1 acre or larger in size or 50 cubic metres or less of fill onto a property of less than 1 acre;
- n) activities or matters undertaken by a municipality or a local board of a municipality;
- o) the placing or dumping of fill, removal of topsoil or alteration of the grade of land imposed as a condition to the approval of a site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the *Planning Act* or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
- p) the placing or dumping of fill, removal of topsoil or alteration of the grade of land imposed as a condition to a development permit authorized by regulation made under section 70.2 of the *Planning Act* or as a requirement of an agreement entered into under that regulation;
- q) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken by a transmitter or distributor, as those terms are defined in Section 2 of the *Electricity Act, 1998*, for the purpose of constructing and maintaining a transmission system or a distribution system, as those terms are defined in that section;
- r) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken on land described in a licence for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the *Aggregate Resources Act* but not including rehabilitation plans;
- s) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
 - i. that has not been designated under the *Aggregate Resources Act* or a predecessor of that Act, and
 - ii. on which a pit or quarry is a permitted land use under a by-law passed under section 34 of the *Planning Act*;
- t) the placing or dumping of fill, removal of topsoil or alteration of the grade of land undertaken as an incidental part of drain construction under the *Drainage Act* or the *Tile Drainage Act, 2001*;
- u) construction of a building or structure pursuant to a valid building permit which has been issued for the erection of the building or structure and/or on-site sewage system, and the site plan accompanying the building permit application provides sufficient information to determine that the placing or dumping of fill conforms with the provisions of this by-Law, and the amount of fill to be dumped or placed pursuant to the building permit does not exceed two hundred (200) cubic metres, excavation & backfilling occurs within 10 metres of the structure and is incidental to the construction of the building or structure;
- v) topdressing of lawns with topsoil provided the ground elevation of the lands is not increased by more than two hundred (200) millimeters and there is no significant change in the direction or rate of drainage to neighbouring properties. Such alteration shall not take place within 0.6 metres of any property line. Such placing of fill shall not exceed fifty (50) cubic metres per year;
- w) cultivation or tilling of garden beds so long as such work does not have an adverse effect on existing drainage patterns on neighbouring properties;

- x) excavation of soil involving an area of less than nine (9) square metres and a depth of less than 0.5 meters having no significant impact on trees, ground cover, vegetation, watercourses, or storm water swales and not altering or creating a slope at greater than 8%;
 - y) minor landscaping works which are at least 0.3 metres from any property line and do not impact drainage patterns on neighbouring properties; and
 - z) the removal of topsoil as an incidental part of a normal agricultural practice, including such removal as an incidental part of sod-farming, greenhouse operations and nurseries for horticultural products, provided however that this provision shall not exempt from the by-law the removal of topsoil for sale, exchange or other disposition.
16. If a regulation is made under Section 28 of the Conservation Authorities Act respecting the placing or dumping of fill, removal of topsoil or alteration of the grade of land in any area of the Town, this by-law is of no effect in respect of that area.

APPLICATION REQUIREMENTS

17. An application for a site alteration permit is not considered to be complete until all of the following are submitted to the satisfaction of the Chief Building Official;
- a) a complete application in the form attached hereto as Schedule “A” which form may be amended from time to time by the Chief Building Official, including a detailed report explaining how the application will be in conformity with the Best Management Practices set out in the MOECC document titled “Management of Excess Soil- A Guide for Best Management Practices”;
 - b) the prescribed fee for a site alteration permit as established from time to time by Council and detailed in Schedule “C” and Schedule “E” to this by-law;
 - c) a fill management plan, the requirements of which are set out in Section 19 of this by-law;
 - d) a plan showing the design details to proper scale of any retaining wall that the applicant proposes or that may be required by the Chief Building Official and/or is a requirement of the Ontario Building Code including the dimensions thereof and any materials to be used in construction of any such retaining wall;
 - e) security in a form and amount to be determined in accordance with Schedule “C” to this by-law, to secure performance of the applicant’s obligations under this by-law and any permit that is issued;
 - f) any required permit or approval by any external agency e.g. Grand River Conservation, Credit Valley Conservation, Ministry of Transportation, Ministry of Natural Resources, etc.;
 - g) the application must comply and be consistent with the Town and County Official Plans and Provincial Policy Statement 2014, as amended;
 - h) the applicant must provide written confirmation from the County of Wellington that all obligations regarding the use of County roads have been satisfied;
 - i) any required report by the Town of Erin or external agency including but not limited to archaeological report, vegetation analysis, chemical soil analysis, chemical groundwater analysis, hydrogeological reports, traffic report, noise study, environmental impact assessment, final rehabilitation plan, or geotechnical report;
 - j) proof of permission, in writing, from all property owners that will be receiving fill generated in accordance with the permit and
 - k) proof from an accredited laboratory that any fill being imported to the site complies with the clean fill parameters as set out in Table 1 of the Ontario Regulation 153/04 as amended and the report must be signed by the qualified person of the source site and approved by the qualified person of the receiving site, as per the MOECC BMP and

- l) for agricultural lands, the application shall be accompanied by agricultural justification report prepared by a qualified person (agronomist) to address any potential effects on existing agricultural operations and the long term viability of the lands for agricultural use.
18. An applicant shall not submit or cause or permit an application for a permit to be submitted to the Town that is misleading or contains false information. Where it is revealed that the application for a permit contained misleading or false information, the said permit may be revoked by the Chief Building Official and the permit holder shall forthwith cease all work which was the subject of the revoked permit.

FILL MANAGEMENT PLANS AND DOCUMENTS

19. A fill management plan(s) required to be submitted as part of any application for a permit pursuant to this by-law shall include, among other things, the following:
- a) a key map showing the location of the site;
 - b) the site boundaries and number of hectares of the site;
 - c) the use of the site and the location and use of the buildings and other structures adjacent to the site;
 - d) the location, dimensions and use of existing and proposed buildings and other structures existing or proposed to be erected on the site;
 - e) the location of lakes, streams, wetlands, channels, ditches, other watercourses and other bodies of water on the site and within thirty (30) metres beyond the site boundary;
 - f) the location of the predominant soil types;
 - g) the location size, species and condition of all trees 100 mm in diameter or greater, including their dripline, and the composite dripline of all other vegetation;
 - h) the location of driveways on the lands and all easements and rights-of-way over, under, across or through the site;
 - i) the location and dimensions of any existing and proposed storm water drainage systems and natural drainage patterns on the site and within thirty (30) metres of the site boundaries;
 - j) the location and dimensions of utilities, structures, roads, highways and paving;
 - k) the existing site topography at a contour interval not to exceed 0.5 metres and to extend a minimum of thirty (30) metres beyond the site boundaries;
 - l) the proposed grade(s) and drainage system(s) to be used upon completion of the work which is the subject of the permit;
 - m) the location and dimensions of all proposed work which is the subject of the application for a permit and the proposed volume of fill or topsoil to be placed;
 - n) the location and dimensions of all proposed temporary topsoil or fill stockpiles;
 - o) the location, dimensions, design details and specifications of all work which is the subject of the application including all site siltation control measures or retaining walls necessary to meet the requirements of this by-law and the estimated cost of the same;
 - p) a schedule of the anticipated starting and completion dates of all proposed work which is the subject of the application for a permit, including the installation of construction site control measures needed to meet the requirements of this by-law;
 - q) a list of the type of equipment and machinery that will be used during the site alteration process including the expected days and times of operation;
 - r) provisions for the maintenance of construction site erosion and dust control measures during construction and after as required;
 - s) typical notes on the final rehabilitation plan to indicate the final ground cover materials, type and size of plantings, depth of topsoil, tree removals or tree protection measures;

- t) proposed site access location(s) and haul route(s) to and within the property;
- u) a description of the proposed fill;
- v) the scale of drawing, either 1:500 or 1:1000 or as acceptable to the CBO;
- w) operational procedures manual;
- x) any other information as deemed necessary by the Chief Building Official and
- y) it shall be at the sole discretion of the Chief Building Official and/or Council to determine if additional persons with expertise or qualified persons are to be consulted for review of fill management plans.

ADDITIONAL REQUIREMENTS FOR LARGE SCALE SITE ALTERATIONS

20. The following requirements shall be in addition to all other requirements and conditions described in this by-law.

- a) An application for Large Scale Site Alterations greater than 1000 cubic meters shall not be considered for approval until Council has considered the application at a public meeting at which the applicant or any interested members of the public will have fair opportunity to make representation. Notice of the public meeting is to be provided to property owners and agencies in a similar manner as a Zoning By-law amendment proposal under the Planning Act and as approved and specified by Council.
- (b) The owner or applicant shall give notice to the public that he or she is applying for a Large Scale Site Alteration Permit. Notice under this section shall be at such time or times and by such means as the CBO & Council considers appropriate, including at least one of the following means:
 - (i) News release
 - (ii) Notice through local, regional or provincial news media, such as television, radio, newspapers and magazines,
 - (iii) Door to door flyers,
 - (iv) Signs,
 - (v) Mailings to members of the public,
 - (vi) Mailings to adjacent property owners,
 - (vii) Actual notice to community leaders and political representatives,
 - (viii) Actual notice to community organizations, including environmental organizations and/or any other means of notice that would facilitate more informed public participation in decision making on the proposal.
- (c) Notice, as described above, shall include the following:
 - (ix) A brief description of the site alteration activities,
 - (x) A statement when and where members of the public can review written information about the proposed site alteration application,
 - (xi) An invitation to member of the public to submit written comments on the proposed site plan application, and
 - (xii) An invitation to member of the public to attend a public meeting.
- (d) The owner shall submit a report to the CBO for Council consideration with the results of the consultation and setting out any changes they made in response to public concern.

21. Where the calculated site alteration volume is greater than 1000 cubic metres or where the proposed elevation will be greater than 1m above or below the originally existing grades, the owner shall, in addition to providing a complete application as detailed in this by-law, enter into a Site Alteration Agreement with the Town in a form to be approved by the town; which shall be registered on title to the land on which the site alteration is to be performed. The application for a Large Scale Site Alteration Agreement shall be submitted for approval by Council. The agreement shall specify that the owner has agreed to the following terms and any other terms deemed necessary by the Town.:

- a) to retain a qualified person approved by the Chief Building Official who is responsible for ensuring that the site alteration is in accordance with reasonable engineering and environmental practices; is in accordance with the protocol attached as Schedule “B” to this by-law; and is in accordance with the plans submitted for the permit;
 - b) To undertake the site alteration in accordance with subsection 21.
 - c) to require the qualified person to report in writing on a regular basis that the placing and dumping of fill is in accordance with clause 21) and that the report be signed by the qualified person and completed in accordance with the MOECC (BMP); Source site fill is to be sampled and tested as follows: 1 sample for every 160 cubic metres of fill to be imported for the first 5000 cubic metres of fill from a source site, then 1 sample & test for every 300 cubic metres for volumes thereafter from the same source site. Receiving site: One audit sample to be sent to an accredited laboratory per day with results automatically and simultaneously copied to the Town from the lab.
 - d) to require that the site alteration be completed by a specified date;
 - e) not to contaminate the natural environment and to abide by all applicable environmental laws and regulations;
 - f) to provide a report from the qualified person that he/she is satisfied that the placing or dumping will not result in:
 - (i) Soil erosion;
 - (ii) Blockage of a watercourse;
 - (iii) Siltation in a watercourse;
 - (iv) Pollution of a watercourse;
 - (v) Flooding or ponding on abutting lands;
 - (vi) Flooding or ponding caused by a watercourse overflowing its banks;
 - (vii) A detrimental effect on any trees of a caliper of one hundred (100) millimetres or more located on the lands;
 - (viii) Detrimental effect on matters of inherent biological sensitivity such as aquifer recharge, water quality, unusual plants or wildlife and overwintering habitats;
 - (ix) Unauthorized injury or destruction of trees protected under by-laws of the Town or County of Wellington;
 - g) to provide Financial Assurance and Road Security Deposits in accordance with Schedule “C” and Schedule “E” to be used to remedy any breach of the by-law or agreement and to indemnify the Town for any liability, costs, damages or losses incurred directly or indirectly caused by the issuing of a permit;
22. Every fill management plan accompanying an application for a permit under this by-law must be stamped by a qualified person approved by the Chief Building Official.
23. Notwithstanding any other provisions of this by-law, the Chief Building Official with Council approval may waive the requirement for a fill management plan or any part thereof, and/or may reduce the fee for a permit under this by-law, after taking into consideration the proposed works, the anticipated impact on the site and the surrounding environment.

ISSUANCE OF PERMIT

24. The Chief Building Official may issue a site alteration permit where;
- a. the Chief Building Official is satisfied that the applicant has complied or will comply with all requirements of this by-law;
 - b. the Chief Building Official is satisfied that the proposed grade and resulting drainage pattern, the proposed design of any retaining wall, the type of fill proposed to be used, if any, and the proposed method of the placing and dumping of fill, altering of the grade, or removing of topsoil, are all in accordance with proper engineering standards and practice, and compliant with the Ontario Building Code.

- c. the Chief Building Official is satisfied with any fill to be used as defined in this by-law and that such material is clean and free of any glass, plastics, rubber, metals, liquid, garbage, asphalt, painted wood, construction materials and/or contaminants;
- d. the Chief Building Official is satisfied that the proposed placing or dumping of fill, altering of the grade or removing of topsoil, will not result in;
 - i. erosion;
 - ii. blockage of watercourse;
 - iii. siltation in a watercourse;
 - iv. contamination of a watercourse;
 - v. flooding or ponding;
 - vi. a detrimental effect on any vegetation that has been designated for preservation; or
 - vii. a detrimental effect on the natural environment of the area
- e. the Chief Building Official is satisfied the site will be rehabilitated to a condition which is substantially similar to or improved from the condition of the site prior to the undertaking of the work which is the subject of the permit;
- f. the Chief Building Official is satisfied that all required external permits have been granted to the owner;
- g. the Chief Building Official is satisfied that the design and installation of a retaining wall has been certified by a structural engineer who is licensed to practice in the Province of Ontario; and
- h. The Chief Building Official is satisfied that any and all conditions of a planning approval have been cleared by the appropriate authorities; the intended use for the filled areas, where applicable, is a permitted use under the Municipality's Official Plan, the Municipality's Zoning By-Law and the Greenbelt Plan as applicable;
- i. The Chief Building Official is satisfied that any traffic impact studies or agricultural feasibility reports by a professional agrologist have been submitted and approved;

TERMS AND CONDITIONS

- 25. The Chief Building Official may impose terms and conditions upon the issuance of any permit. In addition to any other terms or conditions that may be imposed by the Chief Building Official, permits shall be issued subject to the terms and conditions set out in Schedule "D" to this by-law unless exempted in writing by the Chief Building Official.
- 26. In addition, the Chief Building Official may require, as a condition of any permit issued pursuant to this by-law, that a retaining wall be constructed where;
 - j. Erosion on to abutting lands may occur as a result of the work which is the subject of the permit; or
 - k. the finished grade of the site is of a higher elevation at a property line than that of the existing grade at the same property line of abutting lands;

The retaining wall design and construction shall meet the requirements of the Ontario Building Code.

- 27. Where a permit has been issued pursuant to this by-law, no person shall undertake the work which is the subject of the permit except in accordance with the permit application, plans, documents, agreement and other information submitted to the Town upon which the permit was issued and in accordance with the terms and conditions of the permit.
- 28. Notwithstanding the issuance of a permit pursuant to this by-law, the permit holder and owner shall comply with all other applicable legislation, including but not limited to Town of Erin by-laws, Town of Erin Official Plan and shall be consistent with the PPS 2014 as amended..

ZONING BY-LAW

- 29. Notwithstanding any other provisions of this by-law or any permit issued, no person shall place or dump, or cause or permit the placing or dumping of fill on, nor alter or cause or permit the alteration of the grade of any land in the Town of Erin, nor remove or cause or

permit the removal of any topsoil from any land in the Town of Erin, including any lands which are submerged under any watercourse or other body of water, unless such use or activity is permitted by the Town Zoning By-Law 07-67, as amended.

REFUSAL TO ISSUE PERMIT

30. The Chief Building Official may refuse to issue a permit when the requirements of this by-law have not been met. Where the Chief Building Official refuses to issue a site alteration permit, the applicant shall be informed in writing of the refusal by the Chief Building Official. The Chief Building Official may reconsider the application if additional information or documentation required by the Chief Building Official is submitted by the applicant.

INSPECTIONS

31. Every permit holder shall ensure that a request is made to the Chief Building Official by the permit holder or his/her authorized agent to make inspections at the commencement and completion of the work that is the subject of the permit, and to make any such further inspection(s) as may be required by the Chief Building Official.

TERM OF PERMIT, PERMIT RENEWAL AND REVOCATION OF PERMIT

32. Any permit issued pursuant to this by-law shall be valid for a period of one year from the date of issuance unless revoked in accordance with this by-law.
33. A permit which has expired may be renewed by the Chief Building Official within a six month period from the date of expiry upon the making of a written request to the Chief Building Official accompanied by a payment of one-half of the original permit fee, provided that the proposed work which was the subject of the permit, has not been revised. A permit that has been renewed in accordance with this section shall not be renewed again.
34. Any permit issued pursuant to this by-law may be revoked by the Chief Building Official if:
- a) it was issued on mistaken, false or incorrect information
 - b) it was issued in error
 - c) the holder of the permit requests in writing that it be revoked
 - d) if a term of the agreement under section 21 has not been complied with or if negative test results have been received for the imported fill;

TRANSFER OF SITE

35. If registered ownership of the site for which a permit has been issued is transferred while the permit remains in effect and outstanding, the new owner shall, prior to the closing of the transfer;
- l. provide the Town with its written undertaking to comply with all of the conditions under which the permit was issued; and
 - m. provide financial assurance in a form and amount acceptable to the Chief Building Official, at which time any financial assurance previously provided by the original permit holder pursuant to this by-law shall be released;

And failing which the permit shall be deemed to be cancelled as of the date of the transfer.

ORDERS

36. Where an owner or any other person is in contravention of the by-law, or any term or condition of a permit issued under this by-law, or any agreement pursuant to this by-law, the Chief Building Official or an Officer may make an Order to Comply or Stop Work Order directing that the Owner or such person cease any or all of the work immediately.
37. Where a permit has been issued and an owner or permit holder is in contravention of this by-law, or any term or condition of a permit issued under this by-law, the Chief Building

Official or an Officer may issue an Order to Comply directing the owner or permit holder, within the time set out in the Order, to take such steps as are necessary so that the work which was the subject of the permit is completed in accordance with the approved permit, plans, documents and other information upon which the permit was issued under this by-law and in accordance with the terms and conditions of the permit.

38. Where a permit has or has not been issued and any person is in contravention of this by-law, the Chief Building Official or an Officer may issue an Order for Removal requiring the person to restore the property to a condition it was prior to commencement of such work, to the satisfaction of the Chief Building Official, within the time set out in the Order.

COMPLIANCE WITH ORDERS

39. Any Person to whom an Order to Comply, Stop Work Order or an Order for Removal is issued pursuant to this by-law shall comply with the terms of such Order, within the time set out therein.
40. Where an owner of land to whom an Order is issued fails to perform the work required by the Order, the Town, in addition to any other remedy, may perform such work at the owner's expense and may recover the cost incurred by adding the costs to the tax roll and collecting them in the same manner as property taxes.

ENFORCEMENT

41. The administration and enforcement of this by-law, including all permits issued hereunder, shall be performed by the Chief Building Official and by those persons designated as Officers by by-law of the Town, as may be amended from time to time. It shall be at the sole discretion of the Chief Building Official and/or Council to hire any specialized staff as may be required to assist in the enforcement of this by-law.
42. 1) The Chief Building Official and Officers may, at any reasonable time, enter and inspect any land to determine whether this by-law, an Order to Comply, a Stop Work Order or an Order for Removal, a condition to a permit issued pursuant to this by-law, or a Court Order relating to this by-law is being complied with.
- 2) For purposes of an inspection under (1), the Chief Building Official and Officer may;
- i. require the production for inspection of documents or things relevant to the inspection;
 - ii. inspection and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - iii. require information from any person concerning a matter related to the inspection; and
 - iv. Alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
- 3) No person shall obstruct the Chief Building Official or an Officer in carrying out an inspection or exercising his or her powers or duties under this by-law.
- 4) No person shall fail to produce any information required by the Chief Building Official or an Officer pursuant to clause 42(2) of this by-law.

SERVICE

43. Any service required to be given under this by-law is sufficiently given if delivered personally or sent by registered mail to the owner at the last known address of the owner of the land.
44. Where service is effected by registered mail, it shall be deemed to be made on the fifth (5) day after the date of mailing.

PENALTY

45. Every person who contravenes this by-law is guilty of an offence.
46. Every contravention of this by-law is hereby designated as a continuing offence.
47. Every person, other than a corporation, who contravenes the provisions of this by-law, the terms or conditions of a permit issued pursuant to this by-law, or an order issued pursuant to this by-law and Section 444(1) or 445(1) of the Municipal Act is guilty of an offence and, upon conviction, is liable:
- a) On a first conviction, to a fine of not more than \$10,000.00;
 - b) On any subsequent conviction to a fine of not more than \$25,000.00.
48. A corporation that contravenes any provision of this by-law, the terms or conditions of a permit issued pursuant to this by-law, or an order issued pursuant to this by-law and Section 444(1) or 445(1) of the Municipal Act is guilty of an offence and on conviction is liable:
- a) On a first conviction, to a fine of not more than \$50,000.00;
 - b) On any subsequent conviction to a fine of not more than \$100,000.00.
49. A special fine may be imposed in addition to a fine imposed under Section 47 or 48 in circumstances where there is economic advantage or gain from the contravention of this by-law and the maximum amount of the special fine may exceed \$100,000.00. A special fine shall be calculated on the basis of:
- a) \$10.00 for each cubic metre of fill deposited in excess of the amount allowed in a permit, or deposited beyond the geographic limits of the permit, or deposited without first having obtained the required permit;
 - b) Where the fill is found to contain contaminant levels that exceed the standards in the “Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act” referenced in O. Reg. 153/04, as prescribed in this By-law, greater fines of not less than \$100 per cubic metre may be imposed.
50. In addition to any fine or any other penalty, any person who is convicted of contravening a provision of this by-law, the terms and conditions of a permit issued pursuant to this by-law, or an order issued pursuant to this by-law and Section 444(1) or 445(1) of the Municipal Act may be ordered by a court of competent jurisdiction at the expense of the person to:
- a) Rehabilitate the land;
 - b) Remove the fill placed or dumped,
 - c) Restore the grade of the land to its original condition.
51. If a person is convicted of an offence for contravening an order to stop the injuring or destruction of trees, the court in which the conviction has been entered, or any court of competent jurisdiction thereafter, may order the person to rehabilitate the land or plant or replant trees in such manner and within such period as the court considers appropriate, including any silvicultural treatment necessary to re-establish the trees.

SEVERABILITY

52. In the event that any provision or part of a provision in this by-law is found to be invalid or unenforceable for any reason whatsoever, then the particular provision or part thereof shall be deemed to be severed from the remainder of the by-law and all other provision or parts thereof shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

EFFECTIVE DATES AND REPEAL OF PREDECESSOR BY-LAWS

Town of Erin By-law 12-18 is hereby repealed.

This by-law shall come into full effect and force on the date of its passing.

The Chief Building Official shall not permit any extensions or renewals of permits issued under the predecessor by-law.

MAYOR

CLERK

**SCHEDULE "A" TO BY-LAW NUMBER 16-
THE CORPORATION OF THE TOWN OF ERIN
APPLICATION FOR A SITE ALTERATION PERMIT**

**THIS APPLICATION IS AUTHORIZED BY BY-LAW NUMBER XX-16
AND THE PERSONAL INFORMATION ON THIS FORM IS COLLECTED
UNDER THE AUTHORITY OF THE MUNICIPAL FREEDOM OF INFORMATION
AND PROTECTION OF PRIVACY ACT R.S.O. 1990, c.M.56**

1.0 PERMIT NO. _____ 2.0 APPLICATION FOR: _____ SITE ALTERATION PERMIT

3.0 ATTACHMENTS – THIS APPLICATION MUST BE ACCOMPANIED BY:

- Copies of a Fill Management Plan certified by a qualified person.
- The application fee.
- Financial Assurance in a form and amount acceptable to the Chief Building Official.
- Owner’s authorization if Applicant is not the Owner.
- Any required external agency permit.
- Any required report.

4.0 PROPERTY LOCATION: _____

PROPERTY SIZE: _____ ac. USE/PROPOSED USE OF PROPERTY: _____

NAME OF PROPERTY OWNER: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____

PHONE: _____ FAX: _____

5.0 NAME OF AGENT: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____

PHONE: _____ FAX: _____

6.0 WORK SCHEDULE: START DATE: _____ END DATE: _____

7.0 CONSULTING ENGINEERS: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____

PHONE: _____ FAX: _____

8.0 CONTRACTOR’S NAME: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____

PHONE: _____ FAX: _____

9.0 DESCRIBE THE COMPOSITION & VOLUME OF FILL BEING DUMPED/PLACED;

10.0 DOES ANY PART OF THE SITE CONTAIN A WATERCOURSE?

_____ YES _____ NO

11.0 IS THIS WATERCOURSE REGULATED BY A CONSERVATION AUTHORITY OR OTHER AUTHORITY?

_____ YES _____ NO

I HEREBY GRANT EMPLOYEES AND AGENTS OF THE TOWN OF ERIN PERMISSION TO ENTER THE SUBJECT LAND TO INSPECT THE SITE ON WHICH THE PROPOSED WORK RELATED TO THIS APPLICATION APPLIES. I HEREBY GRANT THE AUTHORITY TO SHARE THE INFORMATION CONTAINED IN THIS APPLICATION, AS NECESSARY. TO THE BEST OF MY KNOWLEDGE, THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

SIGNATURE OF OWNER

DATE

OFFICE ADMINISTRATION PURPOSES ONLY

Letter of Credit/Cash Amount: _____ Permit Fee: _____

Receipt No.: _____

Chief Building Official's Approval: _____ Date issued: _____

Expiry: _____

SCHEDULE “B” TO BY-LAW NUMBER 16-

FILL MANAGEMENT PLANS

The Owner is responsible to verify the type and quality of fill material to be imported to/from the site. All fill material must comply with the parameters as set out in Ontario Regulation 153/04, as amended, and Table 1 of the “Soil, Groundwater and Sediment Standards for Use” under Part XV.1 of the Environmental Protection Act including SAR and EC. The intent of this quality control is to prevent the importation of material that is of lower chemical quality standard than on-site material.

Operational Standards

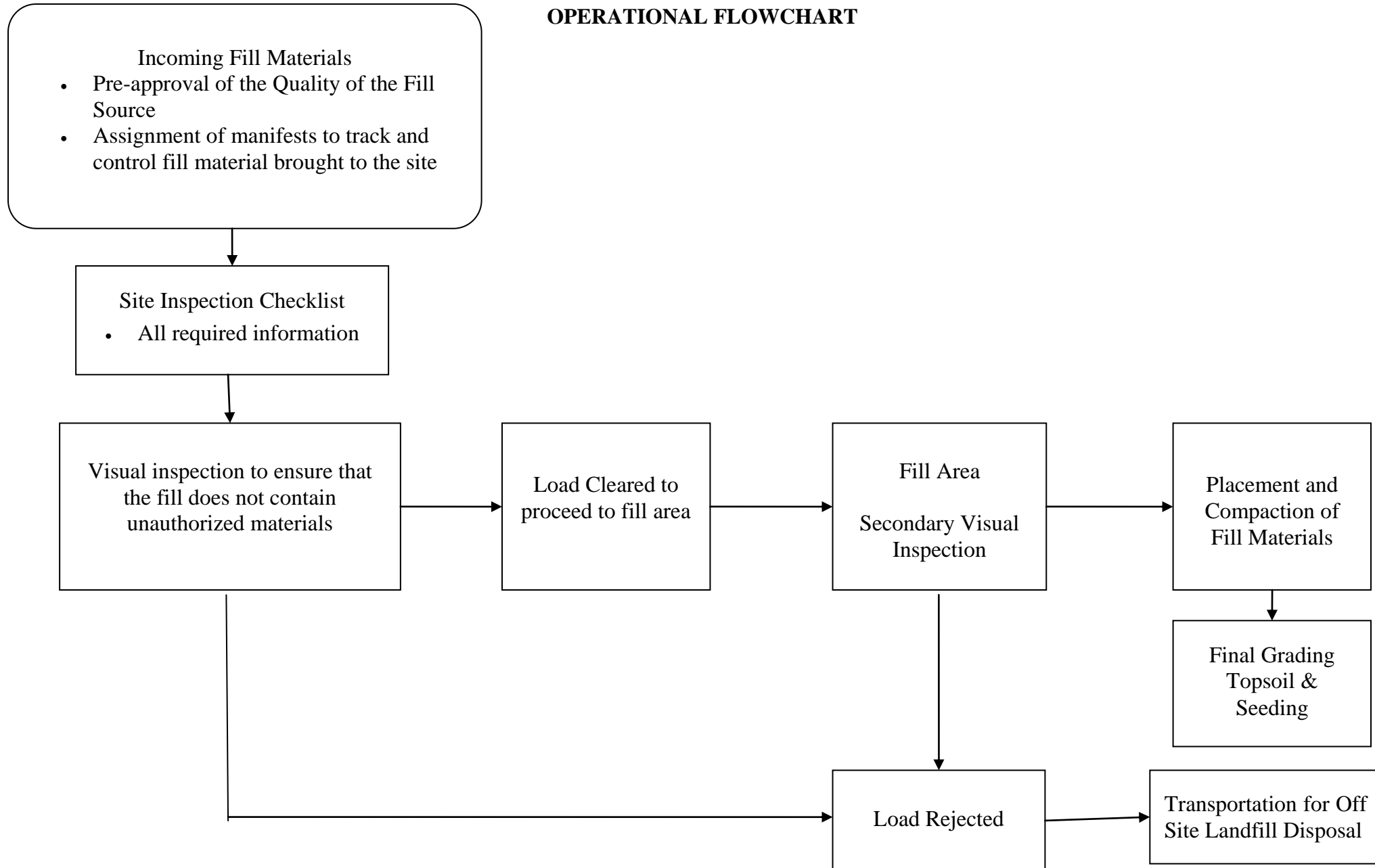
The following criteria are standards for the maintenance and operation of the fill area:

1. Notwithstanding the following all fill management plans shall be designed and enacted in conformance with the MOECC Best Management Practices document.
2. Every 15th load shall be sampled by a qualified person and shall have soil chemistry tested at a CALA or SCC qualified laboratory to ensure it meets Table 1 Standards. See Section 21 (c) for requirements for Large Scale Site Alterations. .
3. Site personnel will receive specialized training for their specific work tasks.
4. The placement of clean fill material at the site will be adequately and continually supervised.
5. Clean material will be placed in an orderly manner at the fill area.
6. Procedures will be established, signs posted, and safeguards maintained for the prevention of on-site accidents.
7. Vehicular access to the property will be by roadway closed by a gate capable of being locked.
8. Access roads and on-site roads will be provided so that vehicles hauling clean material to and on the site may travel readily under all normal weather conditions.
9. Access to the site will be limited to times when an attendant is on duty and accessible only to persons authorized to deposit clean material at the fill area.
10. Drainage passing over or through the site will not adversely affect adjoining property. Natural drainage will not be obstructed.
11. Clean fill material will be placed in such manner that groundwater aquifers will not be impaired.
12. If groundwater contamination not consistent with the Reasonable Use Criteria as described in Ontario Ministry of the Environment Policy 19-08 is encountered, action will be taken to isolate the source of contamination and effectively prevent the egress of contaminants from the Site.
13. Where there is a possibility of groundwater pollution resulting from the operation of the fill area, samples of the fill will be taken and tests made by the owner of the site to measure the extent of contamination. If audit tests are bad, fill shall be removed and confirmatory sampling shall be done and the results provided to the Chief Building Official.

When the fill area has reached its limit of fill, a final cover of soil will be designed and constructed to a grade capable of supporting vegetation and that minimizes erosion. Re-vegetation shall also occur throughout the fill process to ensure that erosion and dust are kept to a minimum and that stabilization of fill is maintained. All slopes will be designed to drain runoff away from the cover and to prevent water from ponding. No standing water will be allowed anywhere in or on the completed fill area. The fill area will then be seeded with vegetation to minimize wind and water erosion. The vegetation used will be compatible with (i.e., grow and survive under) the local climatic conditions and may include a diverse mix of native and introduced species consistent with the post fill land use. However, highly invasive alien plants are not acceptable for planting on fill sites. Temporary erosion control measures will be undertaken while vegetation is being established.

FILL MANAGEMENT PLANS

OPERATIONAL FLOWCHART



FILL MANAGEMENT PLANS

Fill Screening Procedures

The initial inspection of the truck and its load of clean fill will include a review of the chain of custody provided by the transporter and a visual inspection of the fill for signs of contamination. If, at any point during the visual inspection there is evidence that the fill may be contaminated it will be rejected.

The attached Fill Inspection Checklist will be used to record and document the chain of custody and all initial and secondary inspections.

The first procedure for the owner's site inspector will be to record the load number, truck number, the name of the company hauling the fill, the driver's name and ensure that the transporter provides a chain of custody (refer to check list). The chain of custody will include a record for the fill being delivered, from its source of origin to the site.

The chain of custody will include information concerning the clean fill, the transport of the clean fill, and the truck itself. Information pertaining to the clean fill should include: source of origin; soil constituents; proof that the fill is clean; and copies of analyses to provide evidence that the soil is not contaminated. Records pertaining to the transport should include: a list of all drivers involved in the haulage of the clean fill from its place of origin to the site; documentation of all stops made from the place of origin to the site; documentation that ensures the truck is at the proper location. Records of transport cleaning and sanitation procedures for the truck and loading equipment should also be provided upon request to ensure that the fill has not been contaminated by previously transported materials.

An initial visual inspection of the clean fill will occur while the fill is still in the truck and, if the fill is deemed satisfactory, a secondary visual inspection will be performed when the fill is being dumped in the designated fill area. If fill is being imported from various source sites, it shall be segregated at the receiving site so that it may be contained and identified as from a single site. Both initial and secondary inspections will include a first-hand observation of the following:

- odors
- unusual clumping
- hazardous materials (biomedical, flammable etc.
- food, household waste
- discoloration
- viscosity (liquids and sludge)
- putrescible wastes
- any other unauthorized materials including, but not limited to, asphalt, painted wood or construction materials

Initial and secondary inspections will include the raking and probing of the fill in order to agitate the soil and bring underlying soil to the surface so that an accurate representation of the soil may be inspected.

If there is evidence that the soil may be contaminated the site inspector will reject the load.

When either the initial or secondary inspections provide evidence that the soil is not clean the truckload will be refused and directed to the appropriate licenced waste disposal facility. The site supervisor will document what was found, why the load was refused and to which facility the load was directed.

FILL MANAGEMENT PLANS

Fill Inspection Checklist (One Ticket per Load)

<u>Fill Site:</u> 	<u>Date:</u>	<u>Ticket No:</u>
	<u>Time:</u>	<u>Inspected by:</u>
<u>Driver Information:</u> Company: _____ Truck No: _____ Driver's Name: _____	<u>No. of Loads:</u>	<u>Quantity:</u> m ³
	ACCEPTED	REJECTED
<u>Source Information:</u> Address: _____ _____	<u>Report Provided at Source:</u> YES NO	<u>Type of Fill:</u> <i>(Check appropriate box)</i>
		RESIDENTIAL
	INDUSTRIAL	
		AGRICULTURAL
<u>Visual Inspection Report:</u>	Load(s) Contains Clean Fill	
Primary Inspection	YES	NO
If "NO" complete the following: Secondary Inspection	YES	NO
1	Odours	
2	Unusual Discoloration	
3	Hazardous Materials (Biomedical, Flammable)	
4	Food/Domestic Waste	
5	Liquid or Sludge	
6	Construction Materials (Wood, Drywall etc.)	
7	Scrap Metals	
8	Vegetation (Stumps/Sod)	
9	Asphalt	
10	Other (Describe)	
<u>Comments:</u> If rejected: 1. Name of facility where directed. 2. Confirmation of delivery of material.		

FILL MANAGEMENT PLANS

Groundwater Monitoring

Procedures for the Groundwater Monitoring Program

To monitor the quality of groundwater migrating off-site a minimum of three monitor wells will be installed down gradient from the fill area as shown on the site grading plan. Periodic analytical testing of the groundwater will be conducted to ensure that groundwater quality is not degraded as a result of the site alteration. Initial groundwater samples must be taken to establish the base line parameters of the existing groundwater quality before the filling operation.

The following is an outline of the items related to the groundwater monitoring program that are addressed in the Fill Management Plan:

The impacts of the seepage of leachate from the fill area will be assessed in a systematic fashion using the techniques described below.

Procedures for performing the groundwater assessment:

1. The concentration of constituents in the groundwater will be determined from laboratory analyses of groundwater samples collected down gradient from the fill area.
2. Acceptable groundwater assessment. The groundwater quality will be considered acceptable if the post site alteration groundwater quality is consistent with the expectations of the Ontario Ministry of the Environment Reasonable Use Policy and there are no statistically increasing trends in chemical concentrations indicative of worsening water quality conditions.

Design, Construction and Operation of Groundwater Monitoring Systems

All fill areas, will be identified and studied through a network of monitoring wells operated during the active life of the fill area and for two years after closure. Monitoring wells designed and constructed as part of the monitoring network will be maintained along with records that include, but are not limited to, well location, well size, type of well, the design and construction practice used in its installation and well and screen depths.

a. Standards for the location of monitoring points:

1. Monitoring points will be established at sufficient locations down gradient with respect to groundwater flow to detect discharge of potential contaminants from within the fill area.
2. Monitoring wells will be located in stratigraphic horizons that could serve as contaminant migration pathways.
3. Monitoring wells will be established as close to the potential source of discharge as possible without interfering with the fill operations, and within half the distance from the edge of the potential source of discharge to property line down gradient, with respect to groundwater flow, from the source.
4. A minimum of at least three monitoring wells will be established at the property line and will be located down gradient from the fill area with respect to groundwater flow. Such well or wells will be used to monitor any statistically significant increase in the concentration of any constituent and will be used for determining compliance with applicable groundwater quality parameters.

b. Standards for monitoring well design and construction:

1. All monitoring wells will be encased in a manner that maintains the integrity of the borehole. The casing material will be inert so as not to affect the water sample. Well casings requiring a solvent-cement type coupling will not be used.

2. Wells will be screened to allow sampling only at the desired interval. Annular space between the borehole wall and well screen section will be packed with gravel or sand sized to avoid clogging by the material in the zone being monitored. The slot size of the screen will be designed to minimize clogging. Screens will be fabricated from material expected to be inert with respect to the constituents of the groundwater to be sampled.
 3. Annular space above the well screen section will be sealed with a relatively impermeable, expandable material such as a cement/bentonite grout, which does not react with or in any way affect the sample, in order to prevent contamination of samples and groundwater and avoid interconnections. The seal will extend to the highest known seasonal groundwater level.
 4. The annular space will be back-filled from an elevation below the frost line and mounded above the surface and sloped away from the casing so as to divert surface water away.
 5. The annular space between the upper and lower seals and in the unsaturated zone may be back-filled with uncontaminated cuttings.
 6. All wells will be covered with caps and equipped with devices to protect against tampering and damage.
 7. All wells will be developed to allow free entry of water to minimize turbidity of the sample and minimize clogging.
 8. Other sampling methods and well construction techniques may be utilized if they meet Provincial water well construction standards.
- c. Standards for Sample Collection and Analysis
1. The groundwater monitoring program will include consistent sampling and analysis procedures to assure that monitoring results can be relied upon to provide data representative of groundwater quality in the zone being monitored.
 2. The operator will utilize procedures and techniques to insure that collected samples are representative of the zone being monitored and that prevent cross contamination of samples from other monitoring wells or from other samples.
 3. The operator will establish a quality assurance quality control program for groundwater sample collection.
 4. The operator will institute a chain of custody procedure to prevent tampering and contamination of the collected samples prior to completion of analysis.

Groundwater Monitoring Program

- a. The operator will implement a monitoring program in accordance with the following requirements:
 1. Monitoring schedule and frequency:
 - A. The monitoring period will begin as soon as a fill permit is issued. Monitoring will continue for a minimum period of two years after closure. The operator will sample all monitoring points on a quarterly basis.
 - B. The monitoring frequency may change on a well by well basis to an annual schedule if all constituents monitored within the zone of attenuation are less than or equal to Standards criteria for three consecutive quarters. However, monitoring will return to a quarterly schedule at any well where a statistically significant increase is determined to have occurred in the concentration of any constituent with respect to the previous sample.
 - C. Monitoring will be continued for a minimum period of two years after closure. Monitoring beyond the minimum period may be discontinued if no statistically significant increase is detected in the concentration of any constituent above that measured and recorded during the immediately preceding scheduled sampling for three consecutive quarters.

2. Criteria for choosing constituents to be monitored:
 - A. The operator will monitor each well for constituents that will provide a means for detecting groundwater contamination. Constituents will be chosen for monitoring if the constituent appears in, or is expected to be in, the leachate.
 - B. One or more indicator constituents, representative of the transport processes of constituents in the leachate, may be chosen for monitoring in place of the constituents it represents.
- b. If the analysis of the monitoring data shows that the concentration of one or more constituents is attributable to the fill operations and exceeds pre-approval concentrations, then the operator will conduct a groundwater impact assessment. The assessment monitoring program will be conducted in accordance with the following requirements:
 1. The impact assessment will be conducted to collect additional information to assess the nature and extent of groundwater contamination, which will consist of, but not be limited to, the following steps:
 - A. More frequent sampling of the wells in which the observation occurred;
 - B. More frequent sampling of any surrounding wells;
 - C. The placement of additional monitoring wells to determine the source and extent of the contamination; and
 - D. Monitoring of additional constituents to determine the source and extent of contamination.
 2. If the analysis of the assessment monitoring data shows that the concentration of one or more constituents monitored is above the applicable groundwater quality standards and is attributable to the fill operations, the operator will determine the nature and extent of the groundwater contamination, including an assessment of the continued impact on the groundwater should additional fill continue to be accepted at the facility, and will implement remedial action.

Plugging and Sealing of Drill Holes

- a. All drill holes, including exploration borings that are not converted into monitoring wells, monitoring wells that are no longer necessary to the operation of the site, and other holes that may cause or facilitate contamination of groundwater shall be sealed in accordance with the Ontario Regulation 903.

SCHEDULE "C" TO BY-LAW NUMBER XX-16

1.0 SITE ALTERATION PERMIT FEES

1.1. BASE FEE

The fee for processing, administration and inspection for a permit shall be Five Thousand dollars (\$5000.00) plus tipping fees of \$2.00 per cubic metre of fill. (rounded to the greater whole aggregate). Base fees for a permit under section 21 (Large Scale Site Alteration) of this By-Law shall be Ten Thousand dollars (\$10,000.00) plus tipping fees of \$2.00 per cubic metre of fill.

1.2. AGREEMENT FEES

Site alteration projects that fall within the criteria of Section 21 of this By-Law are subject to an agreement with the municipality. In addition to the base fee as described under item 1.1 the applicant agrees to pay the Town all reasonable costs incurred by the Town in connection with the undertaking proposed for this site which, without limiting the generality of the foregoing, shall include all expenses of the Town heretofore and hereinafter incurred for legal, engineering, surveying, planning and inspection services, extra Council meetings, if any, and employees' extra time, if any, and shall pay such costs from time to time forthwith upon demand, provided, if such costs be not paid forthwith same shall bear interest from the date which is 10 days following the date of demand to the date of payment at two (2) percentage points in excess of prime rate of interest charged by the Royal Bank of Canada during such period.

2.0 FINANCIAL ASSURANCE REQUIREMENTS

The owner may be required to provide a security deposit, which shall act as Financial Assurance, to be used to remedy any breach of the by-law, permit or site alteration agreement to be drawn on by the municipality at its sole discretion, and, without limiting the generality of the foregoing, such security may be used to return the land to a condition satisfactory to the Chief Building Official and to pay any outstanding amounts owed by the owner that relate to the permit.

Said agreement may be registered on title.

Financial assurance must be in the form of an irrevocable Letter of Credit, certified cheque or cash and may be required by the Chief Building Official to cover 100% of the estimated cost to maintain site control measures, stabilize the site and undertake other works as identified by the Chief Building Official.

The Mayor and the Town Clerk are hereby authorized to execute any such agreement on behalf of the Town with the following provisions:

- 2.1 The Letter of Credit or agreement must remain in effect for the full duration of the life of the permit. Any Letter of Credit or agreement and its subsequent renewal forms shall contain a clause stating that sixty (60) days written notice must be given to the Town prior to its expiry or cancellation.
- 2.2 The financial assurance must be replenished in full by the permit holder within 30 days whenever it is drawn upon.
- 2.3 The Letter of Credit shall contain a clause stating that in the event that the Town receives notice that a Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Town may draw on the current Letter of Credit at the discretion of the Chief Building Official. The Permit Holder agrees that any interest accruing on the realized cash security shall belong to the Town and not to the Permit Holder.

- 2.4 It is the responsibility of the permit holder to obtain the approval of the Chief Building Official that the Site has been adequately reinstated and stabilized in accordance with this by-law and the plans and the permit and to request that the municipality carry out a final inspection of the site and obtain the written approval of the Chief Building Official that this by-law and terms and conditions of the permit have been complied with by the permit holder.
- 2.5 When the provisions in Section 2.4 have been fully complied with, to the satisfaction of the chief Building Official, the financial assurance shall be released; notwithstanding this provision, the owner may be required to maintain the financial assurance as described until all site monitoring, applicable sampling and remediation is completed, as required in the permit to the satisfaction of the Chief Building Official. If the permit expires or is revoked, the securities are to remain in effect until the site is restored to a condition acceptable to the Chief Building Official and within a timeframe approved by the CBO.

SCHEDULE “D” TO BY-LAW NUMBER XX-16

PERMIT CONDITIONS

- 1.0 All Permit Holders shall:
 - 1.1 Notify the Chief Building Official in writing within 48 hours of commencing any fill operation or land disturbance;
 - 1.2 Notify the Chief Building Official in writing of the completion of any control measures within fourteen (14) days after their installations;
 - 1.3 Obtain permission in writing from the Chief Building Official prior to modifying the fill management plan;
 - 1.4 Install all control measures as identified in the approved fill management plan;
 - 1.5 Maintain all road drainage systems, storm water drainage systems, control measures and other facilities identified in the fill management plan;
 - 1.6 Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land developing or disturbing activities;
 - 1.7 Inspect the construction control measures at least once per week and after each rainfall of at least one (1) centimetre and make needed repairs;
 - 1.8 Allow employees of the Town to enter the site for the purpose of inspecting for compliance with the fill management plan or for performing any work necessary to bring the site into compliance with the fill management plan, including taking of samples; and
 - 1.9 Maintain a copy of the fill management plan and operational procedures manual on the site.
- 2.0 The Town:
 - 2.1 Upon the failure by the Permit Holder to complete all or part of the works in the time stipulated in the fill management plan, may draw the appropriate amount from the securities posted and use the funds to arrange for the completion of the said works, or any part thereof;
 - 2.2 Upon the failure by the permit holder to repair or maintain a specific part of the works as required by the Town, and in the time requested, the Town may at any time authorize the use of all or part of the securities to pay the cost of any part of the works it may in its absolute discretion deem necessary; or
 - 2.3 In the case of emergency repairs or clean-up, the Town may undertake the necessary works at the expense of the permit holder and reimburse itself out of securities posted by the applicant or to add to the cost of the works to the real property tax roll to be collected in like manner as taxes.

SCHEDULE "E" TO BY-LAW NUMBER XX-16

**ROAD SECURITY DEPOSIT FOR THE
REPAIR, CLEANING OR
RESTITUTION OF THE
TOWN ROADS**

1. This requirement shall come into effect between the Town of Erin and the owner (or his/her authorized agent) of private lands adjacent to a Town road when the owner has initiated an undertaking that may cause injurious effects to Town roads.
2. When it is determined by the Town Road Superintendent or his/her designate, that the scope of a private undertaking will foul, damage, obstruct, injure or encumber the Town's roads; the owner shall provide a road security deposit to the Township to compensate for all such manners of maintenance and restitution that may result from the owner's actions on the thoroughfares.
3. (a) The Town Road Superintendent shall determine the value of the road security deposit required by the Town.
 (b) The valuation of the road security deposit will be an estimate based upon the scope of the owner's undertaking and potential costs to maintain and restore the Town's roads to their existing conditions prior to the initiation of the undertaking.
 (c) The minimum road security deposit shall be \$2,000.00.
 (d) At any time during the course of the owner's undertaking, the Town Road Superintendent may draw upon the road security deposit posted by the owner to clean, maintain, repair or control the effects of the owner's undertaking on the Town's roads.
 (e) Should the Town Road Superintendent determine that highway maintenance or restitution costs resulting for the owner's undertaking will exceed the estimated road security deposit; the owner shall forthwith provide the additional securities as deemed necessary by the Roads Superintendent.
 (f) Upon the completion of the owner's undertaking, the Town will inspect the adjacent Town roads and refund the balance of the unused road security deposit. Similarly, the owner will immediately reimburse the Town upon its demand for any and all additional funds expended to maintain, repair or correct any deficiencies to the Town's roads as a result of the owner's undertaking.
4. The road security deposit to be posted with the Town shall be cash or in the form of a Letter of Credit acceptable to the Town Treasurer.
 (b) The deposit must remain in effect for the full duration of the owner's undertaking or until such additional time as the Town Roads Superintendent deems necessary due to the season of the activities.
 (c) Any letter of credit and its subsequent renewal forms shall contain a clause stipulating that sixty (60) days written notice must be given to the Town prior to its expiry or cancellation.
 (d) The Letter of Credit shall contain a clause stating that in the event that the Town receives notice that the Letter of Credit is expiring and will not be renewed and further or additional securities are not provided forthwith, the Town may draw upon the current Letter of Credit at the discretion of the Town Treasurer.
5. In the case of emergency repairs or clean-up the Town Road Superintendent may undertake the necessary works at the expense of the owner and draw upon the road security deposit posted by the owner.
6. All decisions of the Town's Road Superintendent shall be final with respect to any maintenance, cleaning, restoration or repairs to the Town roads resulting from the owner's undertaking.
7. Nothing within these requirements shall preclude the authority of the Town Roads Superintendent to maintain the standard duty of care on the Town roads, nor limit the abilities of the Superintendent to control or cease the proponent's activities upon the Town roads.

SCHEDULE 'F' TO BY-LAW NUMBER XX-16

Management of Excess Soil-A Guide for Best Management Practices

THE CORPORATION OF THE TOWN OF ERIN

By-law # 16 -

Being a By-law to appoint a Municipal Law Enforcement and Property Standards Officer for the Town of Erin

WHEREAS, pursuant to the Building Code Act, S.O. 1992, c.B.23, the Council shall appoint such officer(s) as are necessary for the enforcement of the Act;

AND WHEREAS, pursuant to Section 15 of the Police Services Act, R.S.O. 1990, c. P.15, the Council of a municipality may appoint one or more municipal law enforcement officers for the purpose of enforcing the By-Laws of the Municipality;

AND WHEREAS, the Council of the Corporation of the Town of Erin deems it expedient to appoint a person to the position of Municipal Enforcement Officer;

NOW THEREFORE BE IT RESOLVED that Council of the Corporation of the Town of Erin hereby **ENACTS AS FOLLOWS**:

- 1. That Nicola Davies is hereby appointed as a Municipal Law Enforcement Officer and Property Standards Officer for the Corporation of the Town of Erin..
- 2. The said Nicola Davies shall, with respect to the Town of Erin and administration of its affairs, exercise all the authority, rights, and powers and shall perform all the duties and obligations, which are set out in the Building Code Act and the Corporations Municipal By-Laws.
- 3. That this By-law takes force and is in effect on the day of its passing.

Passed in Open Council on May 17, 2016

Mayor

Clerk