

CORPORATION OF THE TOWNSHIP OF EAST  
ZORRA-TAVISTOCK COUNCIL 2010-2014

## AGENDA

for the Meeting to be held on Wednesday, December 15, 2010 in the  
Council Chambers of the Township Hall, Hickson, Ontario at 7:00 p.m.

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1. Call to order and opening remarks
2. Approve Agenda
3. Disclosure of Pecuniary Interest and General Nature Thereof
4. General Business:
  - a) Confirm Minutes of Previous Meeting
  - b) Grand River Conservation Authority – December Minutes
5. Delegations & Appointments:
  - a) 7:15 p.m. Rebate & Write-off Court (*Report to be circulated on Late Agenda*)
  - b) 7:30 p.m. Brian Middleton, Protect Oxford County's Rural Communities re: Update on Innerkip Wind Farm Concerns
6. Reports of Municipal Officers and Committees:
  - a) Conferences and Seminars
  - b) County Council – Update & Questions
  - c) Staff Reports – Updates & Questions
  - d) Staff Report re: Closed Meeting Investigator Renewal for 2011
  - e) Staff Report re: Matika/Alma Mutual Agreement Drain
  - f) Staff Report re: Objectives for 2010-2014 Council Term
7. By-laws
  - a) By-law 2010-53 Appoint a Committee of Adjustment for 2011
  - b) By-law 2010-54 Matika Drain Agreement
8. Other and Unfinished Business:
  - a) Change Date of March 2, 2011 Council Meeting?
9. Legal & Personnel
10. Confirming By-law
11. Adjourn



**Merry Christmas  
&  
Happy New Year**

The Council of the Township of East Zorra-Tavistock met in the Council Chambers of the Hickson Municipal Office, Hickson, Ontario at 10:00 a.m. on Wednesday, December 1, 2010 for the inaugural meeting of the 2010-2014 term of Council.

Members present: Mayor Don MCKAY, Deputy Mayor Maureen RALPH, and Councillors Linda FULTON, Clive LAWRY, Don LAZENBY, Don MACDONALD and Jeremy SMITH.

Staff present: Chief Administrative Officer Jeff Carswell and Clerk Brenda Junker.

Clerk Brenda Junker called the meeting to order at 10:00 a.m. and congratulated the members on their election to office. Each member of Council took the Declaration of Elected Office. Rev. Stan Cox, of the Innerkip Presbyterian Church, delivered the inaugural message. Mayor McKay thanked Rev. Cox for his kind and inspirational words.

Mayor MCKAY congratulated and welcomed the members of Council, family and friends in his inaugural address. Each Councillor then took the opportunity to add their remarks.

Following a brief break, the meeting was called to order at 10:25 a.m.

Approve Agenda

1. Moved by Clive LAWRY  
Seconded by Don MACDONALD  
Resolved that Council approve the agenda for the December 1, 2010 meeting as printed and circulated and further that the following be added to the agenda for this meeting:
  - Staff Report re: Council Appointment Preferences

***CARRIED.***

**PECUNIARY INTEREST:**

Councillor Clive LAWRY declared his interest in Agenda Items 5a and 7b pertaining to Maple Leaf Foods Zone Change Application

Confirm Minutes

2. Moved by Maureen RALPH  
Seconded by Jeremy SMITH  
Resolved that Council confirm the minutes of the November 17, 2010 meeting as printed and circulated.

***CARRIED.***

Public Meeting – Zone Change Applications

3. Moved by Clive LAWRY  
Seconded by Maureen RALPH  
Resolved that Council does now adjourn to a Public Meeting in accordance with the provisions of the Planning Act at 10:30 a.m.

***CARRIED.***

Councillor LAWRY left the table for discussion on Zone Change Application ZN2-10-07 of Maple Leaf Foods.

**PUBLIC MEETING – ZONE CHANGE APPLICATIONS****ZN2-10-07 Maple Leaf Foods****ZN2-10-01 Philip & Shirley Ruby****ZN2-10-06 Zilke Farms Inc****ZN2-10-08 Peter & Edie Stam**

Andrea Zietsma-Hächler from the County of Oxford Planning Department was present to comment on her reports for the following Zone Change Applications:

**ZN2-10-07 Maple Leaf Foods**

Report #2010-318 on Zone Change Application ZN2-10-07 of Maple Leaf Foods to rezone lands located at Pt Lot 21, Conc 9 (East Zorra) from General Agriculture (A2) & Residential Exiting (RE) to Special Rural Residential (RR-4) to zone lands severed and added to the abutting residential property. John Caudle, representative for Maple Leaf Foods and David Berg, the subject residential property owner, were present for the Hearing.

Councillor LAWRY returned to the table.

**ZN2-10-01 Philip & Shirley Ruby**

Report #2010-317 on Zone Change Application ZN2-10-01 of Philip & Shirley Ruby to rezone lands located at Pt Lot 26, Conc 17 (East Zorra) from General Agriculture (A2) to Special Rural Residential (RR-6) to zone lands severed to create a rural residential lot. Applicants Philip & Shirley Ruby, as well as their solicitor Gregory Boddy, were present for the Hearing.

**ZN2-10-06 Zilke Farms Inc**

Report #2010-321 on Zone Change Application ZN2-10-06 of Zilke Farms Inc to rezone lands located at Lots 23 & 24, Conc 13 (East Zorra) from General Agriculture (A2) & Residential Exiting (RE) to Rural Residential (RR) and General Agriculture (A2) to rezone lands severed and retained on a large agricultural property. Application John Zilke was present for the Hearing.

**ZN2-10-08 Peter & Edie Stam**

Report #2010-309 on Zone Change Application ZN2-10-08 of Peter & Edie Stam to rezone lands located at Pt Lots 23 & 24, Conc 14 (East Zorra) to allow extension of a temporary use for a garden suite.

Council Reconvenes

4. Moved by Linda FULTON  
Moved by Don LAZENBY  
Resolved that the Public Meeting does now adjourn and Council reconvenes at 10:43 a.m.

***CARRIED.***

- Approve Maple Leaf Foods Zone Change, in principle
5. Moved by Maureen RALPH  
Seconded by Jeremy SMITH  
Resolved that Council approve, in principle, Zone Change Application #ZON2-10-07 of Maple Leaf Foods whereby lands located at Part Lot 21, Concession 9 (East Zorra) are to be rezoned from General Agriculture (A2) and Residential Existing (RE) to Special Rural Residential (RR-4), and further that the matter be referred to by-laws.
- CARRIED.**
- Approve Ruby Zone Change, in principle
6. Moved by Don MACDONALD  
Seconded by Linda FULTON  
Resolved that Council approve, in principle, Zone Change Application #ZON2-10-01 of Philip & Shirley Ruby whereby lands located at Part Lot 26, Concession 17 (East Zorra) are to be rezoned from General Agriculture (A2) to Special Rural Residential (RR-6).
- CARRIED.**
- Approve Zilke Farms Inc Zone Change, in principle
7. Moved by Clive LAWRY  
Seconded by Don LAZENBY  
Resolved that Council approve, in principle, Zone Change Application #ZON2-10-06 of Zilke Farms Inc whereby the severed lot located at Lots 23 & 24, Concession 13 (East Zorra) is to be rezoned from General Agriculture (A2) to Rural Residential (RR);
- And further, that the enlarged lot located at Lots 23 & 24, Concession 13 (East Zorra) is to be rezoned from Residential Existing (RE) to General Agriculture (A2).
- CARRIED.**
- Approve Stam Zone Change, in principle
8. Moved by Jeremy SMITH  
Seconded by Linda FULTON  
Resolved that Council approve, in principle, Zone Change Application #ZON2-10-08 of Peter & Edie Stam whereby lands located at Part Lots 23 & 24, Concession 14 (East Zorra) are to be rezoned from Special General Agriculture (A2-G1) to Special General Agriculture (A2-G1) to allow an extension of a temporary use, and further that the matter be referred to by-laws.
- CARRIED.**
- November Pay Voucher
9. Moved by Maureen RALPH  
Seconded by Don MACDONALD  
Resolved that Council adopt the November 2010 Pay Voucher in the amount of \$410,006.82.
- CARRIED.**

**Correspondence & Reports – No Resolutions**

Grand River Conservation Authority – November 2010 Minutes

County of Oxford Public Works – re: Winter Road Maintenance Level of Service

Ontario Good Roads Assoc – re: Minimum Maintenance Standards Litigation Update

Thames Valley Museum School – Winter Newsletter

County of Oxford – Letter of Understanding with the Thames Valley District School Board

Staff Report re: 2011 Dog Tax Collection

Staff Report re: Post Election Evaluation

East Zorra-Tavistock Police Services Board – November 2010 Minutes

Tavistock & District Recreation Facilities Board – October 2010 Minutes

Tavistock & District Recreation Facilities Board – November 2010 Minutes

### **Correspondence & Reports – Resolutions Following**

Heads of Council Seminar

Mayor McKay informed Council of the AMO Heads of Council that he attended recently.

Request to Pave 18th Line

Marvin Kelso – Request to Pave 18th Line

At 11:00 a.m., Marvin and Barbara Kelso attended the meeting to request that Council consider paving the 18th Line as they begin budget deliberations for 2011.

At 11:05 a.m., Chief Building Official Barbara Rusan-Cronmiller attended Council to report on the following matters:

- Building Permit Report
- Answer various questions of Council

November Building Permit Report

10. Moved by Jeremy SMITH  
Seconded by Don LAZENBY  
Resolved that Council adopt the November 2010 Building Permit Report of C.B.O. Barbara Rusan-Cronmiller showing 11 permits issued at an estimated value of \$441,800.00.

***CARRIED.***

PW Manager Report

At 11:10 a.m., Public Works Manager Dennis O'Neil attended Council to report on the following matters:

- Monthly Roads Activity Report
- Review Winter Control Level of Maintenance
- Staff Report re: Results of Tender for Loader
- Answer various questions of Council

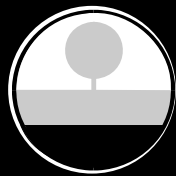
- |  |     |  |                        |
|--|-----|--|------------------------|
| Accept Tender for Loader                         | 11. | Moved by Clive LAWRY<br>Seconded by Jeremy SMITH<br>Resolved that Council accept the tender from Toromont in the amount of \$147,515.00, plus applicable taxes, to supply a Caterpillar 928HZ loader complete with three attachments and all other specifications included in Tender #2010-11.   | <b><i>CARRIED.</i></b> |
| Committee of the Whole, in camera                | 12. | Moved by Don LAZENBY<br>Seconded by Maureen RALPH<br>Resolved that Council does now adjourn to Committee of the Whole, in camera, at 11:50 a.m. to consider a matter pertaining to: <ul style="list-style-type: none"> <li>• the security of the property of the municipality or local board;</li> <li>• personal matters about an identifiable individual, including municipal or local board employees.</li> </ul> | <b><i>CARRIED.</i></b> |
| Council Reconvene                                | 13. | Moved by Don MACDONALD<br>Seconded by Clive LAWRY<br>Resolved that the Committee of the Whole does now rise and Council reconvenes at 12:14 p.m.   | <b><i>CARRIED.</i></b> |
| Council broke for lunch from 12:15 – 1:00 p.m.   |     |  |                        |
| Fire Chief Report                                |     | At 10:50 a.m., Township Fire Chief Scott Alexander attended Council to report on the following matters: <ul style="list-style-type: none"> <li>• Staff Report re: Fire Dispatch Agreement with Woodstock Police Service</li> <li>• Answer various questions of Council</li> </ul> <p>Staff Report re: Council Appointments<br/>Staff Report re: Council Appointment Preferences</p>                                  |                        |
| Lawry Appointed to EPTC                          | 14. | Moved by Jeremy SMITH<br>Seconded by Don LAZENBY<br>Resolved that Council appoint the following person to EARTH Corporation Board of Directors effective with the first Board meeting after the 2010 Annual General Meeting: Clive LAWRY   | <b><i>CARRIED.</i></b> |
| Lazenby Recommended as County Appointee to UTRCA | 15. | Moved by Don MACDONALD<br>Seconded by Clive LAWRY<br>Resolved that Council recommend to the County of Oxford that the following person be appointed to the Upper Thames River Conservation Authority as the representative for East Zorra-Tavistock, Blandford-Blenheim and Township of Norwich: Don LAZENBY   | <b><i>CARRIED.</i></b> |

- MacDonald & Fulton to TDRFB      16.    Moved by Clive LAWRY  
 Seconded by Jeremy SMITH  
 Resolved that Council appoint the following Council members to the Tavistock & District Recreational Facilities Board for the 2010-2014 Council Term: Linda FULTON, Don MACDONALD  
**CARRIED.**
- Smith & Lazenby to ICCBOM      17.    Moved by Linda FULTON  
 Seconded by Clive LAWRY  
 Resolved that Council appoint the following Council members to the Innerkip Community Centre Board of Management for the 2010-2014 Council Term: Jeremy SMITH, Don LAZENBY  
**CARRIED.**
- Renew Sobeski Appt to Thames-Sydenham & Region Source Protection Committee      18.    Moved by Maureen RALPH  
 Seconded by Linda FULTON  
 Resolved that Council supports the renewal of Patrick Sobeski's appointment as a member of the Thames-Sydenham and Region Source Protection Committee representing the County of Oxford.  
**CARRIED.**
- Renew Cornwell Appt to Lake Erie Source Protection Committee      19.    Moved by Don MACDONALD  
 Seconded by Jeremy SMITH  
 Resolved that Council supports the renewal of Howard Cornwell's appointment as a member of the Lake Erie Source Protection Committee representing the County of Perth and County of Oxford.  
**CARRIED.**
- Robert Rudy to Police Services Board      20.    Moved by Linda FULTON  
 Seconded by Maureen RALPH  
 Resolved that Council appoint the following person to the East Zorra-Tavistock Police Services Board as the Municipal Community Appointee: Robert RUDY  
**CARRIED.**

**BY-LAWS**

- 1st & 2nd Readings      21.    Moved by Don LAZENBY  
 Seconded by Linda FULTON  
 Resolved that the following by-laws be read a first and second time:  
     2010-49    By-law to Enter into a Fire Dispatch Agreement with Woodstock Police Service  
     2010-51    By-law to Amend Zoning By-law 2003-18, as amended (ZN2-10-08 Stam)  
**CARRIED.**





# GRCA Minutes

Grand River Conservation Authority, 400 Clyde Road, Cambridge, Ontario N1R 5W6  
Tel: (519) 621-2761 Fax: (519) 621-4844 Internet: [www.grandriver.ca](http://www.grandriver.ca)

## December 2010 Volume 15 - No. 12

### GRCA General Membership

**Chairman** - Alan Dale  
**1st Vice-Chairman** - Jane Mitchell  
**2nd Vice-Chairman** - Vic Prendergast  
**Townships of Amaranth, East Garafraxa, East Luther Grand Valley, Melancthon and Southgate** - Tom Nevills  
**Townships of Mapleton and Wellington North** - Pat Salter  
**Township of Centre Wellington** - Shawn Watters  
**Town of Erin, Townships of Guelph/Eramosa and Puslinch** - Brad Whitcombe  
**City of Guelph** - Vicki Beard, Mike Salisbury  
**Region of Waterloo** - Jane Brewer, Kim Denouden, Jean Haalboom, Ross Kelterborn, Claudette Millar, Jane Mitchell, Wayne Roth, Jake Smola, Bill Strauss, Lynne Woolstencroft  
**Town of North Perth and Township of Perth East** - George Wicke  
**Region of Halton** - J. Barry Lee  
**City of Hamilton** - Jeanette Jamieson  
**County of Oxford** - Alan Dale  
**County of Brant** - Robert Chambers, Brian Coleman  
**City of Brantford** - Robert Hillier, Vic Prendergast  
**Haldimand and Norfolk Counties** - Lorne Boyko, Craig Grice

#### Joe Farwell named new CAO

Joe Farwell has been appointed the new Chief Administrative Officer of the Grand River Conservation Authority.

The announcement was made by GRCA Chair Alan Dale at a board meeting Nov. 12. He succeeds Paul Emerson, who was CAO until September before leaving to take the job of CAO for the County of Brant.

Farwell started his career with the GRCA in 1988 as a soil conservation engineer, and moved up through the organization in a variety of engineering and management positions. He was named Assistant CAO - Resource Management in 2008.

Farwell grew up on a Huron County farm. He holds a Bachelor of Science degree in Engineering from the University of Guelph and a Master of Business Administration degree from Wilfrid Laurier University.

He is president of the Canadian Dam Association, and a member of the Provincial Lakes and Rivers Improvement Act Advisory Panel and the Professional Engineers of Ontario.

"I'm committed to working with our staff and our board of directors to do our part to make sure the Grand River watershed continues to be a place we can all be proud to call home," said Farwell.

"The river winds its way through our communities and is linked to our lives. I believe that when we look after our rivers and streams and the lands that feed them, we look after our future."

#### Woolner Flats land sale

The GRCA is putting seven hectares

of land in the area of the Woolner Flats in south Kitchener up for sale, but is going to keep a two-hectare section in the same area at the request of nearby residents.

Several people came to the Nov. 12 board meeting to say they had no difficulty with the GRCA's plans to sell the larger parcel of land, but they want the smaller parcel to remain in the GRCA's jurisdiction.

After the presentations, staff were directed to conduct a design brief for the surplus lands to ensure that future development meets the objectives of the GRCA's Sustainable Development Policy. The surplus land will be listed and sold on the open market, subject to final approval by the GRCA general membership.

Draft budget to be reviewed by partner municipalities

The second draft of the GRCA budget was reviewed by the board and this version will go to municipalities to assist them in the preparation of their municipal budgets.

The proposed \$30.7 million budget keeps the levy contributed by municipalities to the GRCA budget at three per cent over the prior year.

A number of proposed cost-cutting measures are contemplated in order to achieve this proposed levy increase. The final 2011 budget will be passed by the GRCA board in February.

Grand River Source Protection assessment report

Following the GRCA board meeting in November, the Grand River Source Protection Authority met to look at the proposed assessment report for



the Grand River Source Protection Area.

This report contains the scientific data upon which the source protection plan for the Grand River will be based. It was available for a 30 day consultation period Nov. 5 to Dec. 6. This proposed assessment report can be viewed at the GRCA office or at [www.sourcewater.ca](http://www.sourcewater.ca).

The Source Protection Authority cannot make changes to the proposed Grand River Source Protection Area Assessment Report and does not "approve" it.

Staff will bring the proposed report forward to the Grand River Source Protection Authority together with any comments received at its Dec. 17 meeting. These will then be submitted to the Minister of the Environment for final approval.

#### Best practices for below water table aggregate operations

The GRCA board accepted a paper that explains the technical aspects for cumulative effects of below-water aggregate operations.

This paper includes general roles and responsibilities that have been accepted by the provincial ministries of natural resources and the environment as well as the Ontario Stone, Sand and Gravel Association.

It is entitled Cumulative Effects Assessment (Water Quality and Quantity) Best Practices Paper for Below-Water Sand and Gravel Extraction Operations and is posted in the Meetings section of the GRCA website.

The GRCA will continue to chair and participate in a joint committee and work with other organizations on this issue. The Region of Waterloo and the County of Wellington will be invited to participate on the joint committee in 2011.

#### Warm dry November

November was unusually dry and warm.

Rainfall during the month was well

below the long-term average, ranging from a low of 39 per cent at Shand Dam to a high of only 61 per cent of the long-term average at Shades' Mills.

Much of the groundwater recharge takes place during late fall and early spring. The impact of less rain is noticeably lower pond levels. Next summer there may be a need for more river augmentation to help maintain water quality and ensure enough water is available for municipal water supplies.

Every month during 2010 experienced warmer-than-normal temperatures. During November, temperatures were about three degrees above average. Warmer air temperatures mean that water evaporates more quickly and this may also lead to a scarcity of water on the landscape next summer.

#### 'Tis the time for giving green

This holiday season, consider giving the gift of a strong and resilient natural world by making a donation to the Grand River Conservation Foundation.

Whether it is for family, friends or someone you appreciate in your community, a gift in support of tree planting, trails and special natural places is unique and will be appreciated for generations to come.

A \$30 contribution will cover the costs to plant a tree in your area, or spend \$20 to help keep our trail systems in top shape for the community. The recipient of your gift will receive a beautiful personalized card from the GRCF, and you will receive a charitable tax receipt.

Give by visiting [www.grcf.ca](http://www.grcf.ca), calling Doina Hartley toll-free at 877-29-GRAND (877-294-7263) or e-mailing [dhartley@grandriver.ca](mailto:dhartley@grandriver.ca).

Please order by Friday, Dec. 17 to ensure that your gift card will arrive before the holidays.

Sign up now for Grand Actions newsletter

The GRCA's newsletter comes out

every two months and anyone is welcome to subscribe at no cost.

The newsletter, Grand Actions, started in 1996. It is packed with information about initiatives taking place up and down the Grand River and its tributaries. It also has information about the GRCA and its many partners.

Grand Actions is available by mail or by e-mail. If you would like to be added to the mailing list, or if you would like your contact information updated, please send an e-mail to [jbaine@grandriver.ca](mailto:jbaine@grandriver.ca) or call ext. 2302.

**This issue of "GRCA Minutes" was published in December 2010.**

**It is a summary of the November 2010 business conducted by the Grand River Conservation Authority board and committees.**

**The GRCA welcomes the photocopying and distribution of "GRCA Minutes." Reports mentioned in the GRCA Minutes are available online at [www.grandriver.ca](http://www.grandriver.ca) in the Meetings section.**



# STAFF REPORT

Report #CAO2010-44

**To:** His Worship the Mayor and Members of Council  
**From:** Jeff Carswell, Chief Administrative Officer  
**Re:** Closed Meeting Investigator – Renewal  
**Date:** 2010-12-06

## **Background:**

At the end of 2007, Council approved entering into a joint agreement with the County of Oxford, other Local Municipalities and John Maddox, to utilize John Maddox as the Closed Meeting Investigator for 2008. This agreement was renewed for 2009 & 2010. Attached is a proposal to renew this agreement for 2011.

## **Discussion:**

To date, the Township hasn't received any requests for a closed meeting investigation. The renewal proposal maintains the same terms as for 2010. The County approved the renewal agreement at its meeting on December 8th, 2010.

If the Township does not appoint a meeting investigator, the services of the Ontario Ombudsman would be utilized for an investigation and report. While the services of the Ombudsman are not charged to the municipality, staff would be concerned such "free" services would be much more disruptive to Council and staff. Mr. Maddox has extensive experience in the Ontario Public Service with the Ministry of Municipal Affairs. Staff believes his strong understanding of municipal operations and the local area makes him well suited for this task, should there be a request. As well, having a joint agreement with the County and other municipalities creates some consistency and efficiencies in this area.

Additional information about the Meeting Investigators can be found from the following websites:

Ministry of Municipal Affairs – <http://www.mah.gov.on.ca/Page7089.aspx>

AMO -

<http://www.amo.on.ca/Content/las/AdministrationPrograms/MunicipalInvestigatorProgram/default.htm>

Ombudsman's Office - <http://www.ombudsman.on.ca/en/what-we-do/municipal-matters.aspx>

**Recommendation:**

1. That Council approve renewing the Meeting Investigator Agreement with the County of Oxford and John Maddox for 2011, as per the attached proposal.

Report prepared  
and submitted by:



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Jeff Carswell, AMCT  
Chief Administrative Officer

JGM Consulting  
99 Edgevalley Road, Unit #42  
London, Ontario N5Y 5N1  
Phone (519) 951-0330 - Cell: (519) 851-3204  
E-mail:

GST#: 851357780RT0001  
COUNTY OF OXFORD  
RECEIVED  
NOV 09 2010

November 5<sup>th</sup>, 2010

REFER TO \_\_\_\_\_

File/EDMS: \_\_\_\_\_

**Brenda Tabor, Clerk**  
COUNTY OF OXFORD  
PO Box 1614, 21 Reeve Street  
Woodstock, Ontario N4S 7Y3

Dear Ms. Tabor:

**Re: Closed Meeting Investigator – Renewal 2011**

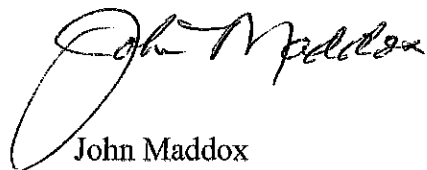
I wanted to take a moment to thank you for the opportunity to serve as your “closed meeting investigator” for 2010.

I am prepared to continue in the role for your municipality in 2011 if you wish. To that end I have enclosed an invoice that covers the retainer for the year 2011 which reflects the same rate as the past year excepting the HST.

I would appreciate an indication of your intentions for 2011 by December 30<sup>th</sup>, 2010.

Thank you in advance.

Best Regards,



John Maddox

Encl.

**JGM CONSULTING**  
 99 Edgevalley Road, Unit 42  
 London, Ontario N5Y 5N1

TELEPHONE : (519) 951-0330  
 E-MAIL: [maddoxjo@sympatico.ca](mailto:maddoxjo@sympatico.ca)  
 GST Number: 85135 7780 RT0001

**INVOICE FOR SERVICE**

**Brenda Tabor, Clerk**  
 COUNTY OF OXFORD  
 PO Box 1614, 21 Reeve Street  
 Woodstock, Ontario N4S 7Y3

DATE

January 1<sup>st</sup>, 2011

UNIT	SERVICE PERFORMED	UNIT PRICE	TOTAL
	Closed Meeting Investigator 2011 Retainer between JGM Consulting and County of Oxford		\$1,000.00
7	Lower tiers at \$300.00 per municipality including: Blanford-Blenheim      South-West Oxford East Zorra-Tavistock      Tillsonburg Ingersoll      Zorra Norwich	\$300.00	\$2,100.00
		HST (13%)	\$403.00
		<b>TOTAL</b>	<b>\$3,503.00</b>
<b>ACCOUNT DUE WHEN RENDERED</b>			
<i>Interest charged @ 1.5% per month on overdue accounts</i>			

THIS AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2008

BETWEEN:

**COUNTY OF OXFORD**  
**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**  
**THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
**THE CORPORATION OF THE TOWN OF INGERSOLL**  
**THE CORPORATION OF THE TOWNSHIP OF NORWICH**  
**THE CORPORATION OF THE TOWNSHIP OF SOUTH-WEST OXFORD**  
**THE CORPORATION OF THE TOWN OF TILLSONBURG**  
**THE CORPORATION OF THE TOWNSHIP OF ZORRA**  
(Hereinafter referred to collectively as the "Municipalities" and  
Individually referred to as a "Municipality")

- AND-

**JGM CONSULTING**  
(Hereinafter referred to as the "Independent Contractor")

**WHEREAS:**

- (A) section 239.2 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), when proclaimed in force, authorizes the Municipalities to appoint an investigator to investigate in an independent manner any complaint as to whether the Municipality has complied with the Act or a Municipal procedural by-law in respect of a meeting or part of a meeting that was closed to the public and to report on the investigation;
- (B) in appointing an investigator and in assigning powers and duties to him, a Municipality is to have regard to, among other things:
  - a. the investigators independence and impartiality;
  - b. confidentiality with respect to the investigator's activities;
  - c. the credibility of the investigator's investigative process;
- (C) the Municipalities are satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

**NOW THEREFORE** the parties agree as follows:

1. Services: The Municipalities hereby retain and appoint the Independent Contractor as an investigator for the purposes of Section 239.2(1) of the *Act* and the Independent Contractor agrees to provide such services for and at the request of the Municipalities and accepts such appointment. The Independent Contractor confirms that services under this agreement will be carried out by John G. Maddox except as otherwise delegated by John G. Maddox.
  
2. Duties – The duties of the Independent Contractor shall be:
  - (i) to conduct investigations from time to time as requested by a Municipality upon receipt of a complaint (a “Complaint”) in respect of meetings or part of meetings that are closed to the public to determine compliance with the Act or the Municipal procedural by-law and to report on the results of such investigations;
  - (ii) in conducting such investigations, to have regard to the importance of the matters listed above in recital (B);
  - (iii) to proceed without undue delay and with due diligence to investigate a Complaint;
  - (iv) to conduct each investigation in private;
  - (v) to hear or obtain information from such persons as the Independent Contractor thinks fit and to make such inquiries as he thinks fit;
  - (vi) to provide an opportunity to the Municipality or any person that may be adversely affected by a proposed report of the Independent Contractor, the opportunity to make representations respecting such report or recommendations;
  - (vii) to preserve the confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Independent Contractor’s opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations;
  - (viii) after making an investigation, the Independent Contractor shall render his opinion as to whether or not the meeting or part of the meeting that was the subject matter of the investigation appears to have been closed to the public contrary to the Act or Municipal procedure by-law and, in either case, the Investigator shall report his opinion and the reasons for it to the applicable Municipality and shall make such recommendations as he thinks fit.

In performing such duties, the Independent Contractor shall have the powers set out in Subsection 223.13(6) and Sections 223.14 to 223.18 of the Act, copies of which are attached hereto as Schedule “A”.
  
3. Joint Retainer – The Independent Contractor acknowledges that the Independent Contractor is appointed as an Investigator for each of the Municipalities. In addition, the Independent Contractor agrees to also be the Investigator for the area municipalities of the County of Oxford listed in Schedule “B” hereto attached, at the written request of the County of Oxford together with payment of the Additional fee, defined below.

4. Fees

- (a) Annual Retainer – The County of Oxford shall pay to the Independent Contractor on or before the commencement date TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) plus applicable taxes. In order to add the Area Municipalities to the duties of Independent Contractor an additional fee of THREE HUNDRED DOLLARS (\$300.00) plus applicable taxes (“Additional Fee”) per participating Area Municipality shall be paid by the County of Oxford.
- (b) Hourly Rate – In addition, the Independent Contractor shall be paid a fee of SEVENTY-FIVE DOLLARS (\$75.00) per hour plus applicable taxes during such time the Independent Contractor is performing his duties hereunder. The Independent Contractor agrees such rate shall be charged only for such time that the Independent Contractor is actively investigating a Complaint and preparing and representing his report with respect thereto. The Independent Contractor would be entitled to be reimbursed other reasonable receipted expenses related to his duties, including food and hotel costs, car rental, kilometre rate at the respective municipal rate or railway tickets.
- (c) **Responsibility for Payment** – The Independent Contractor further covenants and agrees that his hourly fee and related expenses hereunder shall be paid by the Municipality or Included Municipality against whom the Complaint is made and which initiated the investigation. Each Municipality agrees to be responsible for such fees and expenses and, notwithstanding the joint retainer, the Independent Contractor shall not hold the other Municipalities responsible for such payment obligation. The Independent Contractor shall invoice the applicable Municipality upon completion of his report.
5. **Term** – The term of this agreement (the “Term”) is for a fixed one (1) year term commencing the effective date of the proclamation by the Lieutenant Governor amending the Act by addition Sections 239.1 and 239.2 (the “commencement date”) and ending on the first anniversary date thereof unless renewed and/or extended by agreement of all the parties. The Independent Contractor or any municipality party to this Agreement shall give at least 30 days written notice prior to the end of the Term of his intent not to renew this Agreement if such renewal were to be available.
6. **Taxes** – All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker’s Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipalities assume no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.
7. **Independent Contractor** – The Independent Contractor is a contractor independent of the Municipalities. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
8. **Delegation** – In the event more than one Complaint is made at any one time requiring more than one investigation, either with the same or more than one Municipality, and the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such a delegation is made agrees in writing to

be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions in this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Such delegation shall not be to a member of council or staff of any Municipality and shall not result in any additional costs or fees to the Municipalities. Invoices shall be rendered by the Independent Contractor and payments made to the Independent Contractor and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any of his delegates.

- 9. Binding – This agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
- 10. Indemnification – The Municipalities agree to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor’s provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
- 11. Entire Agreement – This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and arrangements, verbal or written with respect to any matters referred to in this agreement.

**IN WITNESS HEREOF** each of the parties hereto have set its hand and seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**SIGNED, SEALED & DELIVERED**

**COUNTY OF OXFORD**

\_\_\_\_\_  
Paul J. Holbrough, Warden

\_\_\_\_\_  
Kenneth J. Whiteford, Clerk

**THE CORPORATION OF TOWNSHIP OF BLANDFORD-BLENHEIM**

\_\_\_\_\_  
Kenn R. Howling, Mayor

\_\_\_\_\_  
Keith Reibling, Clerk

**THE CORPORATION OF TOWNSHIP OF EAST ZORRA-TAVISTOCK**

\_\_\_\_\_  
Donald McKay, Mayor

\_\_\_\_\_  
Jeff Carswell, Clerk

**THE CORPORATION OF TOWN OF INGERSOLL**

\_\_\_\_\_  
Paul J. Holbrough, Mayor

\_\_\_\_\_  
Elaine Clark, Clerk

**THE CORPORATION OF TOWNSHIP OF NORWICH**

\_\_\_\_\_  
Donald Doan, Mayor

\_\_\_\_\_  
Betteanne M. Cadman, Clerk

**THE CORPORATION OF TOWNSHIP OF SOUTH-WEST OXFORD**

\_\_\_\_\_  
James Hayes, Mayor

\_\_\_\_\_  
Allen Forrester, Clerk

**THE CORPORATION OF TOWN OF TILLSONBURG**

\_\_\_\_\_  
Stephen Molnar, Mayor

\_\_\_\_\_  
Michael Graves, Clerk

**THE CORPORATION OF TOWNSHIP OF ZORRA**

\_\_\_\_\_  
Margaret Lupton, Mayor

\_\_\_\_\_  
Donald MacLeod, Clerk

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

DATE: \_\_\_\_\_, 2008

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
**JOHN MADDOX**

SCHEDULE "A"  
TO  
Agreement re: Municipal Investigator

MUNICIPAL ACT, 2001

S.O. 2001, CHAPTER 25

EXTRACT

PROCEDURE BY-LAW

**Procedure by-law**

**Definitions**

**238.** (1) In this section and in sections 239 to 239.2,

"committee" means any advisory or other committee, subcommittee or similar entity of which at least 50 per cent of the members are also members of one or more councils or local boards; ("comité")

"local board" does not include police services boards or public library boards; ("conseil local")

"meeting" means any regular, special or other meeting of a council, of a local board or of a committee of either of them. ("réunion") 2001, c. 25, s. 238 (1); 2006, c. 32, Sched. A, s. 102 (1, 2).

**Procedure by-laws respecting meetings**

(2) Every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings. 2001, c. 25, s. 238 (2).

**Notice**

(2.1) The procedure by-law shall provide for public notice of meetings. 2006, c. 32, Sched. A, s. 102 (3).

**Outside municipality**

(3) The procedure by-law may provide that meetings be held and public offices be kept at a place outside the municipality within an adjacent municipality. 2001, c. 25, s. 238 (3).

**Presiding officer**

(4) The procedure by-law may, with the consent of the head of council, designate a member of council, other than the head of council, to preside at meetings of council. 2006, c. 32, Sched. A, s. 102 (4).

**Secret ballot**

(5) A presiding officer may be designated by secret ballot. 2006, c. 32, Sched. A, s. 102 (4).

**Meetings open to public**

**239.** (1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

## Exceptions

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act. 2001, c. 25, s. 239 (2).

## Other criteria

(3) A meeting shall be closed to the public if the subject matter relates to the consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* if the council, board, commission or other body is the head of an institution for the purposes of that Act. 2001, c. 25, s. 239 (3).

## Educational or training sessions

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

## Resolution

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,

- (a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or
- (b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection. 2001, c. 25, s. 239 (4); 2006, c. 32, Sched. A, s. 103 (2).

## Open meeting

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

## Exception

(6) Despite section 244, a meeting may be closed to the public during a vote if,

- (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
- (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).

### **Record of meeting**

(7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. 2006, c. 32, Sched. A, s. 103 (3).

### **Same**

(8) The record required by subsection (7) shall be made by,  
(a) the clerk, in the case of a meeting of council; or  
(b) the appropriate officer, in the case of a meeting of a local board or committee.  
2006, c. 32, Sched. A, s. 103 (3).

### **Record may be disclosed**

(9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1). 2006, c. 32, Sched. A, s. 103 (3).

### **Investigation**

239.1 A person may request that an investigation of whether a municipality or local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public be undertaken,

- (a) by an investigator referred to in subsection 239.2 (1); or
- (b) by the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed an investigator referred to in subsection 239.2 (1). 2006, c. 32, Sched. A, s. 104.

### **Investigator**

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

### **Powers and duties**

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.

### **Matters to which municipality is to have regard**

(3) In appointing an investigator and in assigning powers and duties to him or her, the municipality shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

### **Same, investigator**

(4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

### **Same**

- (5) The matters referred to in subsections (3) and (4) are,
- (a) the investigator's independence and impartiality;
  - (b) confidentiality with respect to the investigator's activities; and
  - (c) the credibility of the investigator's investigative process. 2006, c. 32, Sched. A, s. 104.

### **Delegation**

(6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator's powers and duties under this Part. 2006, c. 32, Sched. A, s. 104.

### **Same**

(7) An investigator may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 104.

### **Status**

(8) An investigator is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 104.

### **Application**

(9) Subsection 223.13 (6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section. 2006, c. 32, Sched. A, s. 104.

### **Report and recommendations**

(10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit. 2006, c. 32, Sched. A, s. 104.

### **Publication of reports**

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 104.

**See: 2006, c. 32, Sched. A, ss. 104, 192 (2).**

### **Powers paramount**

**223.13** (6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question. 2006, c. 32, Sched. A, s. 98.

### **Investigation**

**223.14** (1) Every investigation by the Ombudsman shall be conducted in private. 2006, c. 32, Sched. A, s. 98.

### **Opportunity to make representations**

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel. 2006, c. 32, Sched. A, s. 98.

### **Application of *Ombudsman Act***

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part. 2006, c. 32, Sched. A, s. 98.

### **Same**

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively. 2006, c. 32, Sched. A, s. 98; 2006, c. 35, Sched. C, s. 134 (3).

**Note: On the day the Statutes of Ontario, 2006, chapter 35, Schedule C, section 134 comes into force, subsection (4) is amended by the Statutes of Ontario, 2006, chapter**

SCHEDULE "B"  
To  
Agreement re: Municipal Investigator

List of Participating Area Municipalities within the County of Oxford

The Corporation of the Township of Blandford-Blenheim  
The Corporation of the Township of East Zorra-Tavistock  
The Corporation of the Town of Ingersoll  
The Corporation of the Township of Norwich  
The Corporation of the Township of South-West Oxford  
The Corporation of the Town of Tillsonburg  
The Corporation of the Township of Zorra

# STAFF REPORT

Report #CAO2010-46

**To:** His Worship the Mayor and Members of Council  
**From:** Jeff Carswell, Chief Administrative Officer  
**Re:** Matika/Alma Street – Mutual Agreement Drain  
**Date:** 2010-12-10

## **Background:**

As part of the Innerkip Street Reconstruction, it has come to the Township's knowledge that a proper outlet for street drainage of Alma, Scott, Raglan and part of Queen Street is required. This area has historically outletted at the corner of Queen and Alma onto the former Alma Street that is actually Joe Matika's property. Mr. Matika purchased the unopened Alma Street back in October 1995. Council had previously agreed to sell the property in June 1983, but for some reason the sale never closed and it was recommended that with changes to legislation, a new sale process should be instituted.

## **Discussion:**

With the improvements and increased capture of water from the streets due to curbs in this area, a proper outlet should be secured. The options would be to petition for drainage or enter into a Mutual Agreement Drain. We have reviewed both options with Drainage Engineers, Joe Matika and the engineer on this project. Basically the Township doesn't have the right to "dump" the water it collects from the roads on to Mr. Matika's property.

Based on our review, the best course of action would be to enter into a mutual agreement drain with Joe Matika. This additional project could be incorporated into the overall Innerkip Street Reconstruction Project in a more economical manner than a separate Municipal Drain Project. The costs for engineering and construction would be shared by the Township and County, which would be appropriate as this outlet could also service the sanitary system in an overflow situation. The cost to the Township would be approximately \$6,000 and would be part of the Innerkip Street Reconstruction Project. Undertaking this project separately could cost the Township significantly more (\$25,000+) and further delay it.

**Staff Report – Matika/Alma Street - Mutual Agreement Drain Page 2**

Staff have had several meetings with Joe Matika to come up with a plan and agreement that would be suitable for both parties. A copy of the recommended By-law and Agreement is listed in the By-law Section of the agenda.

The agreement is based on the standard Mutual Agreement Drain agreement from OMAFRA. Since this outlet is required by the Township to service the roads, it is appropriate that the construction cost and future maintenance costs would be the responsibility of the Township. The agreement also has provisions preventing the property owner from obstructing or damaging the drain and any costs associated would be charged to the property owner. The agreement would be registered on title so it would also apply to future property owners.

The biggest concern would come from contaminants getting into the drain and spilling onto Mr. Matika's property. Staff is confident that the risks in this area are relatively low and not any worse than other locations. The overflow for the pumping station was a concern to Mr. Matika, but it is our understanding there is a requirement that any overflow situation would require notification to the Spills Centre, which would require the County to take remedial action and look after cleanup costs.

**Recommendation:**

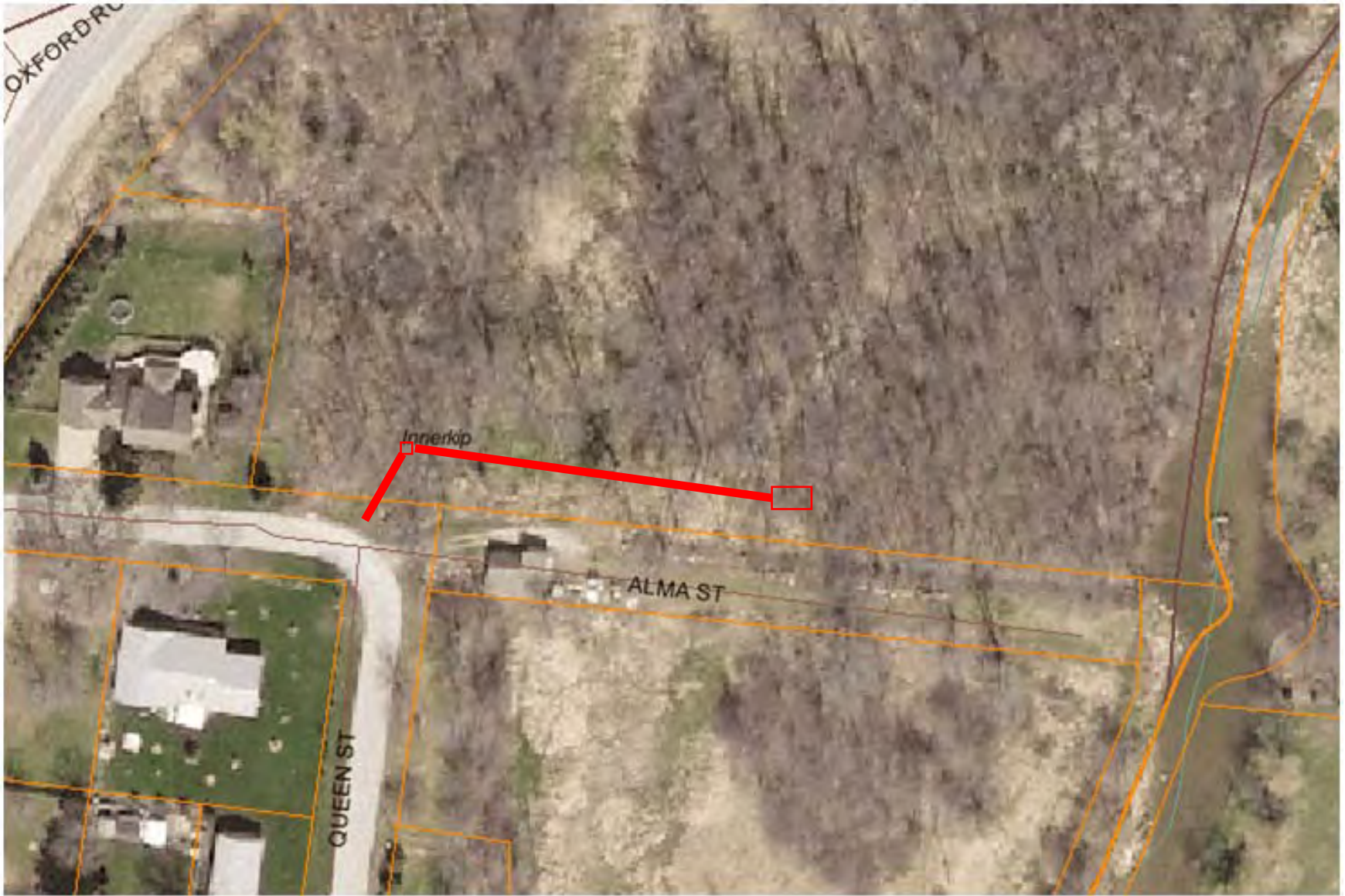
1. That Council approve the Mutual Agreement Drain By-law.

Report prepared  
and submitted by:



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Jeff Carswell, AMCT  
Chief Administrative Officer



# STAFF REPORT

Report #CAO2010-45

**To:** His Worship the Mayor and Members of Council  
**From:** Jeff Carswell, Chief Administrative Officer  
**Re:** Objectives for 2010 – 2014 Council Term  
**Date:** 2010-12-06

## **Background:**

At the start of the 2006 – 2010 Council term, Council and Staff spent some time discussing and putting forth ideas or objectives that should be worked towards over the Council term. In addition to providing ideas, there was some ranking and prioritizing of the ideas. Staff found this useful over the last term of Council and would suggest something similar be done again. The summary report that was prepared for the last council term is attached for information.

## **Discussion:**

To commence the exercise, I'm just looking a list of ideas, objectives, projects, buildings, etc. that people would like to see completed or at least started on over the next 4+ years. Once a fairly comprehensive list is developed, the next step would be for Council to provide some consensus and priority for the various ideas that are generated. Through this process a fairly extensive, ranked listing would give staff some direction on what Council is looking to complete during the term. It would also permit some measurement or determination of achievement as we proceed through the term.

I am proposing that some time be spent at the next few Council meetings working on the list and establishing priorities. Following is a proposed schedule to develop this list:

- 2010-12-15 Council Meeting – brainstorm, provide ideas to staff (just get the ideas out so they can be recorded)
- Additional ideas after the meeting could be sent to staff to be added
- 2011-01-05 Council – complete list of ideas provided to Council in a staff report – review process and rationale for establishing a

consensus on the idea and priority – either collectively or individually provide a ranking for importance and urgency, at the meeting or shortly thereafter

- Staff will combine the individual rankings to try and get an overall sense of priority for the items
- 2011-01-19 Council – prioritized list reviewed with Council – opportunity to adjust items and priorities – direction given to staff with respect to objectives list

Once the list is developed, it shouldn't go unchecked for the term of Council. It is anticipated that it would be reviewed annually and progress updates noted. As well, there could be new additions to the list and a resetting of the priorities.

To get the process started, staff have provided a starting list of things from the last Council and items we are aware of.

### **Recommendation:**

1. That Council endorse the concept of generating and prioritizing objectives for the coming Council term and over the upcoming meetings provide information that can be documented and prioritized.

Report prepared  
and submitted by:



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Jeff Carswell, AMCT  
Chief Administrative Officer

Starting list of ideas, projects, objectives from Staff:

- Public Works Land Requirements
- Disposal of Surplus Land
- Continued Gravel to Hardtop Conversion
- Energy Generation / Conservation (Solar on Twp Buildings)
- Fire Communications
- Tavistock Drainage – Northwest Stormwater Management Facility
- Industrial Land / Economic Development
- Volunteers (recruiting, retaining, recognizing, requirements)
- Parks – H & S, Maintenance, Liabilities
- Tavistock Queens Park Improvements – Pavilion Replacement, Trails, etc.
- Various HR Matters (Policies, succession planning, changing responsibilities and requirements)

## Looking Back Over the Last Term

### Projects/Ideas Listed at the beginning of Council Term - Completed

- Tavistock Drainage - Tavistock Drain 2006 Completed, 2 Mutual Agreement Drains completed, Disconnect Program, continued education and information provision (also listed under ongoing work)
- Innerkip Growth – OP Approved – Servicing Decisions - Proceeding
- Development Procedures, Guidelines and Agreements (Site Plan) – Site Plan Guidelines Adopted
- Ward Boundaries – Reviewed, No Change
- Council Computer Requirements - completed
- Insurance RFP – reviewed, no changes
- Public Works – Increasing Demands – PW Foreman Position created and filled
- Humans Resources – PSAB, TCA, Accounting Changes – Approved
- Procedural By-law Review - completed
- Stoop & Scoop By-law – no by-law, reviewed and education provided
- Cat Licensing – reviewed, no by-law
- Election Recount Policy – Policy Adopted
- Tavistock Library – Library moved, sold old Library
- Human Resources – Building Department Succession – new CBO engaged

### Other Significant Projects NOT Listed at the beginning of Council Term – Completed

- WSIB Audit & Implementation of a comprehensive H & S Program
- Major Mock Disaster Exercise Completed
- OCPS to OPP Police Transition
- Established Police Services Board
- Provision of Police Check service to residents
- Innerkip Subdivision Approved (linked to Innerkip Growth, but fairly significant separate project)
- BCF Funding and Projects – Coleman Street, Innerkip & Maplewood Sideroad
- ISF Funding and Projects – 16th Line, 10th Line, Rudy Subdivision
- RInC Funding and Projects – Hickson and Innerkip Parks
- Tillium Grant Funding and Projects (Tavistock, Hickson and Innerkip Parks)
- Hickson Library – attempt to run with a community group – ended up closing
- Boundary Adjustment with Perth East
- Olympic Torch Relay
- Accessible Customer Service Policy, including employee training
- Addition of Tire Recycling Depot at Hickson Road Shop
- Held last election using Vote By Mail, plus another recount
- Sidewalk Snow Removal Program
- ~20 km of gravel roads converted to hard surface
- Tavistock Sewage Lagoon – Not a Township project, but consumed a significant amount of Council and Staff time

## **Projects/Ideas Listed at the beginning of Council Term - In Progress / Some Action**

- Tavistock Drainage – many items completed, more to do – Northwest Drainage area
- Various Human Resources matters – OT Policies, Pay Equity Review, changing responsibilities and requirements
- Parks – Health & Safety – some improvements in relation to the H & S Program, still significant concerns and challenges with respect to maintenance
- Human Resources – Tax Dept Succession Planning
- Human Resources – Road Department Succession Planning
- Industrial Land/Economic Development – some progress on joint eco dev with other rural townships

## **Projects/Ideas Listed at beginning of Council Term – Little/No Action**

- Volunteers
- Tavistock Downtown
- Mobility Bus, VON, Meals on Wheels, Seniors Programming
- Township Engineer
- Smoking Regulations at Entrances to Buildings
- Council Conference & Seminar Policies
- Council Remuneration Structure

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK**

**COUNTY OF OXFORD**

**BY-LAW #2010 - 53**

**Being a by-law to appoint a Committee of Adjustment for  
the Township of East Zorra-Tavistock for the year 2011.**

**WHEREAS** Section 44(1) of the Planning Act, R.S.O. 1990 Chapter P.13 authorizes the Council of a local municipality to constitute and appoint a committee of adjustment;

**AND WHEREAS** Section 44(3) of the Planning Act provides that the members of the committee who are not members of a municipal council shall hold office for the term of the council that appointed them and the members of the committee who are members of a municipal council shall be appointed annually;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:**

1. That the Committee of Adjustment for the Corporation of the Township of East Zorra-Tavistock is hereby constituted and the following persons are hereby appointed as its members for the year 2011 or until their successors are appointed.
 

(1) Don McKay (Chairperson)	(5) Don Lazenby
(2) Maureen Ralph	(6) Don MacDonald
(3) Linda Fulton	(7) Jeremy Smith
(4) Clive Lawry	
2. That all by-laws inconsistent with the provisions of this by-law are hereby repealed.
3. That this by-law comes into full force and effect as of January 1, 2011.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15TH DAY OF DECEMBER, 2010.***

\_\_\_\_\_  
Don McKay, Mayor

seal

\_\_\_\_\_  
Brenda Junker, Clerk

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-TAVISTOCK**

**COUNTY OF OXFORD**

**BY-LAW #2010 - 54**

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**A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF  
THE TOWNSHIP EAST ZORRA-TAVISTOCK AND J MATIKA LTD.**

**WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, S. 8 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other;

**AND WHEREAS** the Township of East Zorra-Tavistock requires a drainage outlet in the area of Alma, Raglan, Scott and Queen Streets, Innerkip;

**AND WHEREAS** J Matika Ltd. has agreed to permit a drainage outlet to be placed across his property;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF  
EAST ZORRA-TAVISTOCK ENACTS AS FOLLOWS:**

1. That Schedule "A" attached hereto and forming part of this by-law, being an agreement between the Township of East Zorra-Tavistock and J Matika Ltd is hereby approved.
2. That the Mayor and Clerk are hereby authorized to sign, on behalf of the Township of East Zorra-Tavistock, the agreement, attached hereto as Schedule "A".

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15<sup>th</sup> DAY  
OF DECEMBER, 2010.**

\_\_\_\_\_  
DON MCKAY, MAYOR

seal

\_\_\_\_\_  
BRENDA JUNKER, CLERK

## MUTUAL AGREEMENT DRAIN

Agreement made in triplicate this            day of            , 2010.

Between:

**J Matika Limited**

(hereinafter called the Party of the First Part)

and

**The Corporation of Township of East Zorra-Tavistock**

(Hereinafter called the Party of the Second Part)

This agreement is made under the authority of section 2 of The Drainage Act, RSO, 1980

WHEREAS the Party of the Second Part desires to obtain an outlet for the drainage system on various roads and lands located in Lot 11, Concession 17 (East Zorra);

AND WHEREAS it is necessary to construct the drain and outlet on the property of the Party of the First Part on Part of Lot 11, Concession 17 (East Zorra), more particularly Part 1, Plan 41R-5531;

AND WHEREAS the Party of the First Part and the Party of the Second Part do hereby agree that the work shall be constructed, repaired and maintained according to the following conditions.

1. The properties affected by this drainage agreement are described as follows:

Part of Lot 11, Concession 17 (East Zorra), Part 1, Plan 41R-5531, in the Township of East Zorra-Tavistock, County of Oxford being the property of the Party of the First Part

and

Part of Lot 11, Concession 17 (East Zorra), in the Township of East Zorra-Tavistock, County of Oxford being the property of the Party of the Second Part.

**Description of Drainage Works**

2. The drainage works are as set out in Schedule "A" attached hereto and forming part of this agreement.

**Construction**

3. The Party of the Second Part, through its employees and/or contractors may enter on and may construct the drain on the property of the Party of the First Part within six months of the date of this agreement.

**Maintenance**

4. The Party of the First Part shall not carry out any work, grading, planting or other activities that would impair the function of the drain. The Party of the First Part shall not obstruct the flow from the drain by filling in the swale or by placing obstructions.
5. The Party of the First Part shall not construct, erect or place any structure and shall not plant anything that would impinge upon maintenance activities in the area from the Thames River to the east, thence westerly along the southerly boundary of Part 1, Plan 41R-5531 to a point three (3) metres west of the catchbasin, then northerly fifteen (15) metres, then easterly parallel to the southerly boundary to the Thames River.
6. On reasonable notice in writing to the Party of the First Part, the Party of the Second Part may have reasonable access to the property of the Party of the First Part to repair or maintain the drain. The Party of the first Part shall allow access for repairs, maintenance or inspection of the drain within 1 week of the Party of the Second Part giving notice.

**Costs**

7. The entire cost of the construction, repair and maintenance of the drain shall be borne and paid by the Party of the Second Part.
  - a. Except for additional costs that may result from activities, structures, plantings or other items that are created by the Party of the First Part that may impact repair and maintenance activities by the Party of the Second Part.
8. Due to the nature of the drain and the potential contaminates that it may accept, some of which could have environmental impacts requiring repairs and/or cleanup, the Party of the Second Part agrees to save harmless the Party of the First Part from any liability, costs and expenses for repair, maintenance or

cleanup costs related to environmental spills or accidents that originated in areas beyond the Party of the First Parts property.

- 9. This agreement herein contained when executed by the Parties hereto, shall be registered in the proper Registry Office and any costs shall be borne by the Party of the Second Part. The provisions herein contained shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

In Witness Whereof the Parties hereto have hereunto set their hands this    day of 2010.

**Party of the First Part:**

**J. Matika Ltd.**

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

I/We have the authority to bind the Corporation

**Party of the Second Part:**

**The Corporation of the Township of East Zorra-Tavistock**

\_\_\_\_\_  
Don McKay, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Brenda Junker, Clerk

I/We have the authority to bind the Corporation

