Agenda
Municipality of West Grey
Committee of the Whole (Planning) Meeting
Tuesday, July 9, 2019, 1:30 p.m.,
West Grey Municipal Office

Items of Business:

1. Disclosure of Pecuniary Interest

2. Public Meetings - None

3. Other
   ➢ 1:30 p.m. – Proposed John Welton Custom Homebuilding Ltd. Subdivision Agreement (attachment)
   ➢ 2:00 p.m. – Durham & District Horticultural Society Memorial Grove Proposal (attachment)
   ➢ 2:30 p.m. – Regulate Keeping of Hens By-law (draft) (attachment)

4. Next Meeting – not determined to date

5. Adjournment
THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER

BEING a By-law to authorize the Mayor and Clerk to enter into a Subdivision Agreement with John Welton Custom Homebuilding Ltd.;

WHEREAS the Council of the Municipality of West Grey deems it necessary in the public interest to enter into a Subdivision Agreement with John Welton Custom Homebuilding Ltd., being owners of lands described as Part of Lot 24, Concession 1, Divisions 2 & 3 East of the Garafraxa Road, being Part 1 on Reference Plan 16R-11137, geographic Township of Glenelg, now in the Municipality of West Grey, County of Grey, and being PIN #37227-0386 (LT);

AND WHEREAS the said Subdivision Agreement pertains only to those lands delineated as "Phase 1", being Lots 1-9, 61-90, 145-166, 180-1 to 180-14, 181-1 to 181-14, as well as Blocks 182, 183, 184, 186, and the Streets within Phase 1 on the Draft Plan of Subdivision dated August 24, 2018 and given draft approval on October 25, 2018, and which forms part of the Subdivision Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign a Subdivision Agreement with John Welton Custom Homebuilding Ltd., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.

2. THAT this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this _____ day of ____________, 2019.

Read a third time and finally passed this ______ day of __________, 2019.

Christine Robinson, Mayor

Mark Turner, Clerk
SCHEDULE “A” TO BY-LAW NUMBER - 2019

MUNICIPALITY OF

West
Grey

SUBDIVISION AGREEMENT
John Welton Custom Homebuilding Ltd.
MUNICIPALITY OF WEST GREY

SUBDIVISION AGREEMENT

THIS AGREEMENT made in quadruplicate on the day of , 2019.

BETWEEN:

JOHN WELTON CUSTOM HOMEBUILDING LTD.

Hereinafter called the "DEVELOPER" of the FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Hereinafter called "WEST GREY" of the SECOND PART

WHEREAS the DEVELOPER is the owner of the land described in Schedule "A" to this agreement hereinafter called the "LANDS", and proposes to subdivide it for the purpose of selling, conveying or leasing it in lots, by reference to a registered plan of subdivision;

AND WHEREAS the DEVELOPER warrants that it is the registered owner of the lands, and has applied to the County of Grey for approval of a 118 single detached, 60 semi-detached and maximum 64 townhouse units Plan of Subdivision hereinafter called the "PLAN", the draft of which is on file at the offices of WEST GREY and is attached as Schedule "B" to this agreement;

AND WHEREAS WEST GREY requires, prior to consenting to the release of the PLAN for registration, that the DEVELOPER enter this agreement to ensure, inter alia, that: the Road and any required lot drainage works and other surface water management works are provided for;

AND WHEREAS WEST GREY requires that arrangements be made for the installation and approval of the necessary Road, Utilities, and Telephone Services; (Collectively hereinafter referred to as the "WORKS");

AND WHEREAS WEST GREY further requires the DEVELOPER to make financial arrangements with WEST GREY for the installation and construction of the WORKS prior to the release of the PLAN for registration;

AND WHEREAS the DEVELOPER is desirous of placing a sign within the limits of the subdivision lots, the parties are in agreement that the DEVELOPER may erect the said sign within the limits and in the location at the discretion of the DEVELOPER.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and valuable consideration and the sum of Two Dollars ($2.00) of lawful money of Canada; now paid by each of the parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. ORDER OF PROCEDURE
a) Upon application to WEST GREY for the preparation of this agreement the DEVELOPER shall:

i) Deposit with WEST GREY the sum of Five Thousand ($5,000.00) Dollars to cover the initial costs of WEST GREY as detailed in Sections 3 a) and b).

b) Prior to the release of the PLAN by WEST GREY for registration the DEVELOPER shall:

i) Pay in full any outstanding realty taxes on the LANDS in accordance with Section 18 herein.

ii) Submit a general plan outlining the WORKS to be installed.

iii) Submit a detailed overall Lot Grading Plan (the “GRADING PLAN”) and a Surface Water Management Plan (the “SURFACE WATER MANAGEMENT PLAN”) for the entire subdivision acceptable to the Saugeen Valley Conservation Authority (“SVCA”) and WEST GREY, showing existing and proposed final grades throughout the subdivision, showing elevations for lots and centerline of the road, the means whereby storm and surface water drainage will be accommodated and the means whereby erosion and siltation will be contained and minimized both during and after the construction period. These plans, once approved by the SVCA and WEST GREY, shall become and form part of the agreement.

iv) Indicate on the GRADING PLAN to the satisfaction of WEST GREY a building envelope and any proposed driveways, together with any notations on required filling or re-grading of the individual lots to accommodate same.

v) Carry out or cause to be carried out the works recommended in the approved SURFACE WATER MANAGEMENT PLAN and GRADING PLAN to the satisfaction of the SVCA.

vi) Submit to the County of Grey a computer disk or device containing a digitized copy of the final PLAN in a format acceptable to the County of Grey.

vii) Prior to the final approval of the PLAN by the County of Grey, submit for the review and approval of the SVCA a surface water management report and lot grading report prepared by a technically qualified consultant. The reports shall detail the methods that will be used to control surface water and, if necessary, erosion and sedimentation within the lands comprising the PLAN and on abutting properties both during and following construction.

c) Prior to starting construction of the WORKS the DEVELOPER shall have:

i) Conveyed Block 182 as parkland dedication pursuant to Section 51.1(1) of the Planning Act, R.S.O. 1990, as amended.

ii) Conveyed Block 183 to WEST GREY at the time the PLAN is registered for future road allowance purposes.

iii) Conveyed Blocks 184 through 186 to WEST GREY at the time the PLAN is registered for stormwater management purposes.

iv) Engaged a Consulting Engineer to carry out the services set out in clause 4. DEVELOPER’S CONSULTING ENGINEERS.

v) Submitted and obtained WEST GREY approval of the plans for road
design in accordance with clause 5. APPROVAL OF PLANS.

vi) At the time the PLAN is registered, provided security for any of the WORKS that are not yet completed equal to 40% of the uncompleted on-site WORKS, and 100% of the off-site works, as estimated by Cobide Engineering Inc., and as shown on Schedule "H", which security may be in the form of cash or an irrevocable Letter of Credit from a Canadian Chartered Bank, Credit Union, or Caisse Populaire.

vii) The developer further agrees to pay a Lump Sum fee of Thirty Thousand ($30,000.00) Dollars to West Grey to be used for enlarging the capacity of the existing sanitary infrastructure on Durham Road East.

d) Prior to the issuance of building permits for the PLAN the DEVELOPER shall have:

i) Obtained final approval of the PLAN from the County of Grey and obtained Registration of the Plan of Subdivision;

ii) Obtained the approval of the Chief Building Official of the location on the lot of the proposed building and driveway servicing it;

iii) Constructed the road and surface drainage works, to base asphalt; and

iv) Arranged for and installed, if necessary, Water, Sanitary and Storm Sewers, Hydro and telephone services, which shall be available at the frontage of each subject Lot.

2. ATTACHED SCHEDULES

The Engineering Standards of WEST GREY and the following Schedules are attached to and form a part of This Subdivision Agreement:

Schedule “A” – Description Of Lands Being Subdivided.
Schedule “C-1” – General Servicing Plan.
Schedule “D” – Lot Grading Plan.
Schedule “F” – Conditions of Draft Plan Approval imposed by the County of Grey.
Schedule “G” – Identification of Engineering Standards.
Schedule “H” – Engineering Estimate of the Cost of the WORKS.
Schedule “I” – Land Easements.
3. **WEST GREY’S LEGAL AND ENGINEERING COSTS**

   a) The DEVELOPER agrees to pay WEST GREY the cost of WEST GREY’S Lawyer and Engineer for all costs involved in the processing of the Subdivision Agreement, for checking of Plans and Specifications and for inspection on behalf of WEST GREY, and in this regard to pay to WEST GREY the Sum of Five Thousand ($5,000.00) Dollars upon applying for the preparation of a Subdivision Agreement to be applied to the account of such costs.

   b) As accounts are received from the WEST GREY’S Lawyer and or Engineer they will be paid by WEST GREY and then submitted to the DEVELOPER for reimbursement, so that the $5,000.00 initial deposit will again be built up to enable WEST GREY to pay the next accounts as they are received.

4. **DEVELOPER’S CONSULTING ENGINEERS**

   The DEVELOPER shall employ Engineers registered with the Association of Professional Engineers of Ontario to:

   a) Prepare designs of the WORKS, STORMWATER MANAGEMENT PLAN and the WORKS PLANS.

   b) Prepare and furnish all required drawings.

   c) Prepare necessary contract(s), if required.

   d) Obtain the required approvals from or in conjunction with WEST GREY, and the SVCA, and any other applicable agencies.

   e) Provide the field layout, the contract administration, and the supervision of construction of the WORKS, if required.

   f) Maintain all records of construction of the WORKS and upon completion to advise WEST GREY’S Engineer of all construction changes and prepare as constructed drawings.

   g) Act as the Developer’s representative where necessary in all matters pertaining to the construction of the WORKS.

   h) Provide co-ordination and scheduling to comply with the timing provisions of this agreement and the requirements of WEST GREY’S Engineer for all WORKS specified in this agreement.

5. **APPROVAL OF PLANS**

   a) Prior to the signing of the Subdivision Agreement, the DEVELOPER shall have all Engineering Drawings, cost estimates and designs for the WORKS set out in Section 6 herein (WORKS TO BE INSTALLED) approved by WEST GREY’S Engineer, all in accordance with the current standards, requirements and specifications of WEST GREY prior to issuance of the Building Permits.

   b) The approval(s) shall not absolve the DEVELOPER or its Consulting Engineer(s) of the responsibility for errors in or omissions from such Plans.
6. **WORKS TO BE INSTALLED**

   a) The WORKS to be installed by the DEVELOPER are: the provision of the paved roads including curb and gutter, sidewalks, watermain, storm and sanitary sewers and structures, water and sanitary services to property line, surface and storm water management and grading works. Hydro-electric services, cable TV, gas and telephone and internet services will also be provided to property lines. All services/utilities will be shown on the PLAN, WORKS PLANS and/or the STORMWATER MANAGEMENT PLAN, as applicable.

   b) The completion of the requirements of the individual lot site plans and appropriate approval authorities, shall be the responsibility of the individual lot owners to ensure compliance with Sections 15, 16 & 17 of this agreement (the "LOT OWNERS’ WORKS").

7. **INSPECTION AND ACCEPTANCE OF WORKS**

   a) When the WORKS (excluding surface asphalt) of the PLAN have been substantially completed, WEST GREY'S Engineer, or Public Works Director, and the SVCA shall make an inspection with a view to acceptance of same. The DEVELOPER shall promptly make any required corrections whereupon; WEST GREY shall issue a Certificate of Substantial Completion and Acceptance, the date of which shall be deemed to be the "DATE OF ACCEPTANCE". Upon said Acceptance the Developer's security shall be reduced to a sum equal to 10% of the total estimated cost of construction, which sum shall be retained by WEST GREY for a period of 12 months after the DATE OF ACCEPTANCE as performance securities.

   b) After the DATE OF ACCEPTANCE, and upon completion of home construction on 50% of the lots within the development, WEST GREY shall assume winter road maintenance. Any entry by WEST GREY prior to this period shall not be deemed an acceptance of the WORKS by WEST GREY.

   c) After the DATE OF ACCEPTANCE, and upon completion of home construction on 50% of the lots within the development, the Streets within Phase 1 on the Draft Plan of Subdivision dated August 24, 2018, which was given draft approval on October 25, 2018, shall be conveyed to the Municipality of WEST GREY

   d) Easements specified in Schedule “I” to this Agreement shall be granted to the Municipality of WEST GREY on the earlier of the sale of Lot 90 or the commencement of construction on Phase 2.

   e) Upon installation of the sanitary and water services, the DEVELOPER shall complete the upgrades to the existing road base on Jackson Street and construct the balance of Streets A through E to the Municipality of WEST GREY standards ready for inspection by WEST GREY'S Engineer or Public Works Director and the SVCA for acceptance of same. Upon completion of the base course hot mix and all other services associated with this development, the Developer may request an inspection for Substantial Completion. Street A through E shall be named Eccles Avenue, Emerson Way, Shady Hill Road, Tremble Drive and Sandy Lane, respectively.

   f) Upon such a request, WEST GREY'S Engineer or Public Works Director shall carry out an inspection of same. The DEVELOPER shall promptly make any required corrections. Once WEST GREY'S Engineer or Public Works Director has approved the WORKS; and the DEVELOPER has submitted a Statutory Declaration that all accounts have been paid in
connection with the WORKS; and all financial obligations to WEST GREY have been met; a certificate of Final Acceptance will be issued and the remaining securities will be released, save and except the cost to complete the final surface lift of hot mix.

g) Upon completion of Eighty Percent (80%) of the building lot development, or on the written mutual agreement of WEST GREY and the DEVELOPER, the DEVELOPER may complete the installation of the road with hot mix asphalt as detailed in Schedule "H" hereto, or, in the alternative, the DEVELOPER may agree to pay to WEST GREY a sum of money equal to the estimated cost of doing so.

h) Upon the acceptance of the WORKS by WEST GREY, the WORKS required by the STORMWATER MANAGEMENT PLAN including, without limitation, the detention and retention facilities and drainage easement shall be fully assumed by WEST GREY as to ownership, operation and maintenance, in perpetuity.

8. DEVELOPER'S LIABILITIES

Until ASSUMPTION, the "DEVELOPER" shall indemnify WEST GREY against all actions, causes of action, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of the DEVELOPER undertaking the Plan.

9. UTILITY COSTS AND CHARGES

If required, the DEVELOPER shall deal directly with the Hydro Authority responsible, and all other utility companies. The DEVELOPER or its Consulting Engineer shall obtain all approvals and permits and pay all fees and charges directly to the Hydro Authority and all other utilities.

10. REPAIR OF DAMAGES

The DEVELOPER shall repair any damage caused to any existing road, or existing structure or works located on or under the existing road allowances, as a result of the installation and/or maintenance of the WORKS, and shall pay for any costs involved in the relocation of existing services such as utility poles, etc., which may become necessary because of the Development.

11. REPLACEMENT OF SURVEY BARS

Prior to the issuance of the Certificate of Substantial Completion and Acceptance by WEST GREY, the DEVELOPER agrees to supply a statement from an Ontario Land Surveyor approved by WEST GREY that after the completion of the subdivision work he has found or replaced all survey monuments and iron bars which delineate the public road allowance and any necessary easements in favour of WEST GREY for any storm or surface water management works as shown the Registered Plan and/or any related Reference Plan(s).
12. **INSURANCE**

The Developer shall insure against all damages or claims for damage with an Insurance Company satisfactory to the Municipality. Such Policy or policies shall be issued in the joint names of the Developer and the Municipality and its agents and the form and content shall be subject to the approval of the Municipality. The policy shall remain in the custody of the Municipality during the life of this Agreement. The minimum limits of such policies shall be $5,000,000.00 all inclusive but the Municipality shall have the right to set higher amounts in its discretion.

The policy shall be in effect for a period of this Agreement including the period of guaranteed maintenance. The premiums for this policy shall be paid for a period of at least three (3) years. The issuance of such a policy of insurance shall not be construed as relieving the Developer from responsibility for other or larger claims, if any, for which he may be held responsible.

13. **LEGAL NOTICES TO DEVELOPER AND WEST GREY**

Any notice required to be given hereunder may be given by registered mail addressed to the DEVELOPER at 685 Riddell Road, Unit 106, Orangeville, Ontario L9W 4Z5 and to WEST GREY at 402813 Grey Road #4, R.R. 2, Durham, Ontario N0G 1R0 and shall be effective as of the fourth business day after the deposit thereof in the Post Office.

14. **REGISTERED**

The DEVELOPER consents to the registration of the Subdivision Agreement by WEST GREY, and at the sole discretion of WEST GREY, upon title to the lands, at the expense of the DEVELOPER.

15. **REQUIREMENTS FOR BUILDING PERMITS**

The Approval of the Plan by WEST GREY or the acceptance by WEST GREY of the WORKS shall not be deemed to give assurance that Municipal Building Permits when applied for will be issued in respect of the lots shown on the Plan. Notwithstanding the foregoing, no Building Permits will be issued until the owner of the lot has:

   a) submitted a Detailed Site Plan for the individual lot in compliance with the approved WORKS PLANS and STORMWATER MANAGEMENT PLAN, which shall be attached to and form part of the building permit application;

   b) obtained any required approvals for sewage and water hookups; and

   c) installed water services to the individual lots, a sanitary sewer collection system, and storm sewer and drainage works, and the Municipality's Engineer has issued a Certificate of Substantial Completion and Acceptance (Underground Services).
16. **REQUIREMENTS FOR OCCUPANCY**

No building erected on any lot within the Plan shall be occupied until:

a) The driveway entrance to the Lot has been constructed to the satisfaction of WEST GREY Works Department and in accordance with the GRADING PLAN.

b) Drainage works on that lot, if required, are substantially completed in accordance with the approved GRADING PLAN and STORMWATER MANAGEMENT PLAN.

c) The remaining underground services such as telephone, cable and gas have been installed.

17. **DRAINAGE – RESPONSIBILITY OF OWNER**

It is understood and agreed by the parties hereto that the drainage of surface water on the Lots in the Plan is the sole responsibility of the individual lot owner and subsequent purchasers in order to provide and maintain adequate drainage of the surface waters and particularly as required by the approved STORMWATER MANAGEMENT PLAN.

18. **TAX ARREARS**

The DEVELOPER agrees to pay for any arrears of realty taxes outstanding against the LANDS before the approval of the said PLAN is obtained. The DEVELOPER further undertakes and agrees to pay all such taxes levied on the LANDS on the basis of and in accordance with assessment and Collectors Roll entries until such time as the LANDS being subdivided have been assessed and entered on the Collector's Roll according to the Registered Plan.

19. **DRAFT PLAN**

The County of Grey Draft Plan Conditions shall form part of this Agreement and are referred to in the attached Schedule "F". The DEVELOPER undertakes to comply with all such Conditions prior to release of the Plan for Registration.

20. **DEFAULT AND RECOVERY OF WEST GREY EXPENSES**

a) The WORKS and other matters to be constructed, provided and maintained by the DEVELOPER pursuant to this Agreement, shall be provided and maintained by the DEVELOPER at its sole risk and expense and to the satisfaction of WEST GREY. If, in the opinion of WEST GREY, based upon reasonable grounds, the DEVELOPER has defaulted in the construction, provision or maintenance of any of the WORKS or of any other matter required under this Agreement, the DEVELOPER shall rectify such default to the satisfaction of WEST GREY after notification thereof. Any matter deemed by WEST GREY to be an emergency shall be rectified forthwith. Any other matters shall be rectified within thirty (30) days of receipt of notice unless a greater time period is provided by WEST GREY.
b) If, in the reasonable opinion of WEST GREY, the DEVELOPER has not rectified all such matters and things as are in default after the stipulated time period for rectification, WEST GREY may, at the expense of the DEVELOPER, through its agents, employees and/or servants enter upon the lands and do all such matters and things required to rectify the default. Actual costs incurred by WEST GREY in carrying out such remedial work plus ten (10%) per cent of such cost as a charge for overhead (and to be construed as a liquidated amount, not as a penalty) shall be paid by the DEVELOPER to WEST GREY within thirty (30) days of the mailing of or presentation of an invoice to the DEVELOPER.

c) WEST GREY may utilize any securities deposited under this agreement by or on behalf of the DEVELOPER under the terms of this agreement in full or partial satisfaction of the costs associated with any default. Money owing by the DEVELOPER may be collected by WEST GREY in like manner as municipal taxes, or pursuant to provisions of the Planning Act, as amended, the Municipal Act, 2001, as amended, or by any other means legally available to WEST GREY.

d) Whenever WEST GREY is authorized or permitted to enter onto the lands for purposes of inspecting or completing the WORKS, maintaining same or otherwise, WEST GREY, its agents, servants or employees shall not be considered to be trespassers, nor liable in any way for acts or omissions unless occasioned by gross negligence. It shall be WEST GREY'S sole discretion, acting reasonably, to determine when it should intervene with respect to the LANDS and it is hereby understood and agreed that any failure to intervene or delay in so doing shall not be grounds to condone or excuse the DEVELOPER from any default, WEST GREY'S remedies being cumulative. This section applies also to the Road and road drainage.

21. COPIES OF GRADING PLAN

The DEVELOPER shall provide to each lot purchaser, a copy of the approved LOT GRADING PLAN and the STORMWATER MANAGEMENT PLAN in order that they may prepare their individual site plans in compliance with same.

22. GENERAL PROVISIONS

a) The headings are for convenience of reference only and do not form part of this Agreement and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

b) This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

c) Failure by either party to exercise any of its rights, powers or remedies hereunder or its delay to do so does not constitute a waiver of those rights, powers, or remedies. The single or partial exercise of a right, power, or remedy does not prevent its subsequent exercise or the exercise of any other right, power, or remedy.

d) If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this agreement continues in full force and effect.
This Agreement shall be binding upon and ensure to the benefit of both parties hereto and their respective heirs, estate trustees, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part and the Party of the Second Part have affixed their signatures attested by the hands of its duly authorized officers.

JOHN WELTON CUSTOM HOMEBUILDING LTD.

Per: ______________________
John Welton, President
I have authority to bind the corporation.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per: ______________________
Christine Robinson, Mayor

Per: ______________________
Mark Turner, Clerk
We have authority to bind the corporation.
SCHEDULE "A"

DESCRIPTION OF LANDS BEING SUBDIVIDED

In the Municipality of West Grey (formerly in the Town of Durham) being composed of:

PART LOT 24, CONCESSION 1 DIVISIONS 2 & 3 EAST OF GARAFRAXA ROAD GLENELG, PART 1, PLAN 16R11137; MUNICIPALITY OF WEST GREY, BEING PART OF PIN #37227-0386 (LT), and comprising the Lands delineated as “Phase 1”, being, Lots 1-9, 61-90, 145-166, 180-1 to 180-14, 181-1 to 181.14, as well as Blocks 182, 183, 184, 186, and the Streets within Phase 1 on the Draft Plan of Subdivision dated August 24, 2018 and given draft approval on October 25, 2018.
SCHEDULE "B"

IDENTIFICATION OF THE DRAFT PLAN OF SUBDIVISION

DRAFT PLAN OF SUBDIVISION
BY COBIDE ENGINEERING INC. (00701-DP-1)
DATED AUGUST 24, 2018
AND AS GIVEN DRAFT APPROVAL DATED OCTOBER 25, 2018
REFERRING TO FILE NO. 42-T-2018-05
A COPY OF WHICH IS AVAILABLE FOR VIEWING AT THE OFFICES
OF WEST GREY
SCHEDULE "C"

IDENTIFICATION OF WORKS PLANS

Plans and drawings prepared by Cobide Engineering Inc, Hanover, Ontario for John Welton Custom Homebuilding Ltd. Project No. 00701 for Phase 1 as described in Schedule “A” of this Agreement and comprised of:

<table>
<thead>
<tr>
<th>Drawing Name</th>
<th>Revision Date</th>
<th>Description</th>
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<tr>
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<td>Title Sheet</td>
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<td>Storm Sewer Catchment Areas</td>
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<td>Storm Water Management Pond</td>
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<td>Erosion and Sedimentation Control Plan</td>
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All of which drawings are on file at the offices of WEST GREY at 402813 Grey Road 4, R. R. # 2, Durham, Ontario NOG 1R0.
SCHEDULE “C-1”

GENERAL SERVICING PLAN

Drawing No. 00701-C1 (General Servicing Plan); March 8, 2019
SCHEDULE "D"

LOT GRADING PLAN

Drawing No. 00701-C13 (Lot Grading Plan); March 8, 2019
SCHEDULE "E"

IDENTIFICATION OF FINAL STORM WATER MANAGEMENT PLAN

Stormwater Management Report, John Welton Custom Homebuilding Ltd. Project No.:00701

Dated: January 2018
IDENTIFICATION OF CONDITIONS OF DRAFT PLAN APPROVAL IMPOSED BY THE COUNTY OF GREY

SCHEDULE "G"

Identification of Engineering Standards

The Current Municipal Servicing Standards of The Corporation of the Municipality of WEST GREY from time to time.
SCHEDULE "H"

ENGINEERING ESTIMATE OF THE COST OF THE WORKS
## Sunvale Homes - Ourham Subdivision
### Phase I - Construction Cost Estimate - On Site
#### Municipality of West Grey

### Tender Cost Summary

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<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Site &amp; Construction Jurisdiction</td>
<td></td>
<td></td>
<td></td>
<td>$2,500.00</td>
</tr>
<tr>
<td>2. Site &amp; Construction Jurisdiction</td>
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<tr>
<td>3. Site &amp; Construction Jurisdiction</td>
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<td></td>
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<td>4. Site &amp; Construction Jurisdiction</td>
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<td></td>
<td>$7,500.00</td>
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<tr>
<td>5. Site &amp; Construction Jurisdiction</td>
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<tr>
<td><strong>Total Precaution Fund</strong></td>
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### Schedule of Items

#### Section 1-1

<table>
<thead>
<tr>
<th>Item</th>
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<td>1.1</td>
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#### Section 2-1

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### Section 3-0

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#### Section 3-2

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<td>$3,000.00</td>
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<tr>
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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>$3,000.00</td>
</tr>
<tr>
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<td>Scour &amp; Install Temporary &amp; Permanent Piping</td>
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<td><strong>Total Section 4-0</strong></td>
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### Section 5-0

<table>
<thead>
<tr>
<th>Item</th>
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<th>Quantity</th>
<th>Unit</th>
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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Scour &amp; Install Temporary &amp; Permanent Piping</td>
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<td></td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2.02</td>
<td>Scour &amp; Install Temporary &amp; Permanent Piping</td>
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<td></td>
<td>$3,000.00</td>
</tr>
<tr>
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### Section 6-0

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Scour &amp; Install Temporary &amp; Permanent Piping</td>
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<td></td>
<td></td>
<td>$3,000.00</td>
</tr>
<tr>
<td>2.02</td>
<td>Scour &amp; Install Temporary &amp; Permanent Piping</td>
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<td></td>
<td></td>
<td>$3,000.00</td>
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<td><strong>Total Section 6-0</strong></td>
<td></td>
<td></td>
<td></td>
<td>$6,000.00</td>
</tr>
</tbody>
</table>

### Notes:
1. The Estimate of Construction costs is provided for budgetary purposes only. This is not to be interpreted as a guarantee by Cobie Engineering Inc.
Sunvale Homes - Durham Subdivision  
Phase I - Construction Cost Estimate - Off Site  
Municipality of West Grey

### Itemized Construction Items and Methods

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>General Construction Items and Remains</td>
<td>9,957.9f</td>
<td>ft</td>
<td>$4.19</td>
<td>$42,000.09</td>
</tr>
<tr>
<td>1.2</td>
<td>Sanitary Sewers</td>
<td>492</td>
<td>yd</td>
<td>$13.20</td>
<td>$6,492.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Utilities Items and Appurteances</td>
<td>100%</td>
<td>yd</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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</table>

**Total Preliminary Cost:** $54,992.09

### Sanitary Sewers

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Laid in Septic Tank</td>
<td>3</td>
<td>haul</td>
<td>$6,340.00</td>
<td>$19,020.00</td>
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<tr>
<td>2.2</td>
<td>200' x 36&quot; HDPE Septic Sewer</td>
<td>1</td>
<td>ft</td>
<td>$1,800.00</td>
<td>$1,800.00</td>
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</table>

**Total Sanitary Sewers:** $20,820.00

### Watermain and Appurteances

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>100% 3/4&quot; IPS - Off Site Feeder</td>
<td>1</td>
<td>haul</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>3.2</td>
<td>300' x 1-1/2&quot; Galvanized Steel</td>
<td>1</td>
<td>ft</td>
<td>$3,620.00</td>
<td>$3,620.00</td>
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<tr>
<td>3.3</td>
<td>Connections to existing Water Main 3-4.1</td>
<td>1</td>
<td>haul</td>
<td>$2,450.00</td>
<td>$2,450.00</td>
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</table>

**Total Watermain and Appurteances:** $11,070.00

### Road Works

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>2 Drainage 18 in. x 12 in. Open</td>
<td>1,000</td>
<td>yard</td>
<td>$125.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>4.2</td>
<td>2 Drainage 18 in. x 12 in. Channel</td>
<td>500</td>
<td>yard</td>
<td>$125.00</td>
<td>$62,500.00</td>
</tr>
<tr>
<td>4.3</td>
<td>3-4 in. 181/2 in. Concrete Drain Pipe - 50 ft long</td>
<td>100</td>
<td>yard</td>
<td>$100.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>4.4</td>
<td>8-10 in. 181/2 in. Concrete Drain Pipe - 50 ft long</td>
<td>100</td>
<td>yard</td>
<td>$100.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**Total Road Works:** $208,500.00

### Notes:

1. The Estimate of Construction costs is provided for budgetary purposes only. This is not to be interpreted as a guarantee by Cobide Engineering Inc.
SCHEDULE "I"

Land Easements

1. An easement shall be granted to the Municipality of WEST GREY over the most easterly 1.5 metres of Lot 90 (Reference Plan to be prepared and registered).
Hi Carl,

West Grey owns property 1, shown on the attached GIS map, being property roll #4205 260 005 24900 0000, is zoned FD (Future Development) with SVCA Regulated Area to the easterly portion of the property, and appears to have WHPA – Zone E, IPZ-2 and Zone B. Property 1 is also former railway land.

A private landowner owns both properties 2 & 3 shown on the attached GIS map, being property roll numbers #4205 260 002 13100 000 and #4205 260 002 13000 0000, respectively. Property 2 is zoned M2 (Restricted Industrial) and has WHPA – Zone 2, IPZ-2. Property 3 is zoned FD with a little bit of SVCA Regulated Area at the southeast corner of the property and has, I think, Zone B & C.

Property 4 is an unopened road allowance (Cross St. N.).

Interest has been expressed to create a memorial grove and garden on the WG property 1. However, I think there may be potential for development of these properties, with the possibility of adding part of property 1 to part of property 2 for the Restricted Industrial use, or perhaps opening up the road allowance (Cross St. N.), and selling a good portion of WG property 1 to the owner of properties 2 & 3, to create a residential subdivision.

Are you able to tell me what requirements there would be for either option from a Source Water Protection perspective?

Thanks for your assistance.
Hi Mark,

With regards to the properties noted below, here are some of the possible Source Protection Plan implications for the various development options.

The 4 properties noted include the following source protection areas – WHPA-A (score 10), WHPA-E (Score 9), and WHPA-B (Score 10). The main restrictions apply the WHPA-A (100 metre circle area) and WHPA-B area, where new septic tanks and new private wells would be prohibited on newly created lots (must connect to municipal water and sewer). Also the storage of fuel (greater than 250L below grade or 2,500L above grade) and certain chemicals (DNAPLs and Organic Solvents) are prohibited. In the WHPA-E (blue area on your map), the only threats of concern are fuel storage and pathogen threats (manure storage, application, outdoor confinement yard) that would require development of a Risk Management Plan.

Note that there are not any ‘Intake Protection Zone (IPZ)’ areas in Durham. The blue area on you maps refer to the WHPA-E zone.

Essentially, there would no source protection concerns for the memorial garden option, and only limited concern with a residential subdivision (as long as it’s connected to municipal services). There could be concerns with the ‘Restricted Industrial’ option, depending on the nature of the intended use.

Hope this helps. Feel free to contact me directly if you have further questions on this.

Regards,

Carl Seider, Risk Management Official

Mark Turner
THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER - 2019

Being a By-law to Regulate the Keeping of Hens in the Municipality of West Grey

WHEREAS the Municipal Act, 2001 (S.O. 2001, c.25) authorizes a lower tier municipality to pass By-laws regulating the keeping of animals;

AND WHEREAS the Council of the Corporation of the Municipality of West Grey considers it desirable to enact such a By-law;

THEREFORE BE IT RESOLVED that the Council of the Municipality of West Grey enacts as follows:

1. DEFINITIONS

1.1 In this by-law,

"Hen" means female chicken

"Municipality" means Municipality of West Grey

"Owner" means a person or his or her authorized agent in lawful control of the premises, building, occupancy or other structure or portion thereof under consideration and who keeps or harbours hens

"Zoning By-law" means the Municipality of West Grey Comprehensive Zoning By-law and its amendments

2. REGISTRY

2.1 The Chief Building Official of the Municipality shall maintain a registry of owners of hens and owners of property on which hens are kept.

2.2 The Registry shall contain the following information:

a) The name of the owner of property on which hens are kept
b) The street address of the property on which hens are kept
c) The mailing address of the owner of property on which hens are kept
d) A statement from the owner of property on which hens are kept which affirms that all requirements are this by-law will be adhered to

2.3 The Municipality may collect a fee to maintain the registry and any fee shall be incorporated in the Fees & Charges By-law.

3. LAND REQUIREMENTS

3.1 No person shall keep, at any one time, more than six (6) hens at a property.

3.2 No person shall keep hens on a property except in accordance with the following provisions:

a) The owner of the land has paid any applicable fee as authorized by this By-law to register the hens with the Municipality
b) The owner of the land has provided the necessary information to the Municipality in respect of the Registry outlined in this by-law
c) The owner resides on the property
d) The property on which the hens are located is zoned R1A-Unserviced Residential, R1B-Residential, R2-Residential, ER-Estate Residential, FD-Future Development, and A1-Agriculture, A2-Rural or A3-Restricted Rural properties less than 2 hectares in size. A1-Agriculture, A2-Rural and A3-Restricted Rural properties greater than 2 hectares in size are not subject to this by-law.
e) The property on which the hens are located contains a lawfully existing single detached dwelling unit
f) The property on which the hens are located is 1000 m² or greater
g) Hens can only be located in the rear yard, as defined in the Zoning By-law
h) The owner abides by all provisions of this by-law

4. HEN REQUIREMENTS

4.1 All permitted hens shall be kept in a fully enclosed coop or run in a manner that contains the hens on the property and prevents their escape from such coop or run.

4.2 All hens shall be tagged with sufficient information to identify the owner of the hens.

5. COOP AND MAINTENANCE REQUIREMENTS

5.1 Coops and any run shall be setback a minimum of 1.5 m from side and rear lot lines and a minimum of 5 metres from any dwelling unit, excluding the dwelling unit on the property on which the hens are located.

5.2 Every owner of hens and every property owner on which hens are kept shall ensure the hens are housed in a coop that is constructed and maintained:
   a) to provide protection from weather and be adequately ventilated
   b) to exclude rodents and predators
   c) with flooring that is resistant to moisture and mold and retains heat in the cold weather
   d) with a chicken box sufficient to accommodate all hens
   e) with a perch area sufficient to accommodate all hens
   f) with an accessible dust bath area

5.3 Every owner of hens and every property owner on which hens are kept shall ensure that:
   a) Coops and runs are maintained in a clean condition
   b) Coops and runs are maintained to ensure that smells do not cause a nuisance to residents of any neighbouring property or any residents of the Municipality
   c) Coop floors are lined with shavings, straw or other appropriate materials to absorb manure and facilitate cleaning
   d) Coops are deep cleaned at least two times per year including disinfection of troughs, perches and nests
   e) Feeders and water containers are provided and are cleaned and disinfected regularly
   f) All stored feed is kept in rodent proof containers and secured at all times to prevent rodents and other animals from accessing it
   g) Feeding of hens is done in a manner that minimizes the attraction of rodents or other animals
   h) Manure and droppings are cleaned out daily and stored in a secured container until disposed of in accordance with all applicable laws and regulations
   i) Hens have access to an enclosed outdoor run area Meaford By-law has the following provisions - Provide each hen with at least 0.37 m² of coop floor area, and at least 0.92 m² of covered outdoor enclosure; provide and maintain, in each coop, at least one roost giving 15 cm of space per hen;
   j) Deceased hens are disposed within 24 hours of death at a livestock disposal facility, through the services of a veterinarian, or through a facility approved by the Ministry of Agriculture, Food and Rural Affairs and are disposed of in accordance with all other applicable laws and regulations
   k) Hens are kept in accordance with all other by-laws of the Municipality respecting noise and property maintenance

NOTE: Discussion is needed re: possible requirement for fenced area for roaming (86% surveyed want this provision); and specifications re: coop size (60% surveyed want this provision)
6. PROHIBITIONS

6.1 No person shall engage in the sale of eggs, manure, meat or other products and by-products of hens.

6.2 No person shall engage in the slaughtering or butchering of hens.

6.3 No person shall keep roosters.

7. CONTRAVENTION

7.1 The provisions of this by-law shall be enforced by the Municipal Law Enforcement Officer, Animal Control Officer, or a Police Officer.

7.2 An officer who has reasonable grounds to believe that a person has contravened any provisions of this by-law may require that person to provide identification of themselves, and every person who is required by an officer to provide identification under this section, shall identify themselves to the officer and shall provide their correct name and address.

7.2.1 Providing such information shall constitute sufficient identification.

7.2.2 Failure to provide such information shall constitute obstruction of the Officer.

7.3 Enforcement - Provincial Offences Act
Any person who violates a provision of this by-law is guilty of an offence and on conviction is liable to pay a penalty provided in Section 61 of the Provincial Offences Act R.S.O. Chapter P 33 as amended or re-enacted from time to time.

7.4 Enforcement - Municipal Act
Where any person is directed or required by this by-law to do any matter or thing, such matter or thing may be done in default of its being done by the person directed or required to do it at that person's expense, and such expense may be recovered by action or as municipal taxes in the manner prescribed by the Municipal Act.

8. SEVERABILITY

8.1 In the event that any provision of this by-law is declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions of this by-law.

9. EFFECTIVE DATE

9.1 This by-law comes into force and takes effect upon its passage.

READ A FIRST AND SECOND TIME THIS DAY OF , 2019.

READ A THIRD TIME AND FINALLY PASSED AND SEALED THIS DAY OF 2019.

Christine Robinson, Mayor

Mark Turner, Clerk
Submission to Owen Sound By-Law Committee Regarding Backyard Chickens
June 3, 2015

For more information:
Drew Ferguson
Grey Bruce Health Unit
101 17th Street East
Owen Sound ON N4K 0A5
519-376-9420 ext 1269
Introduction

Raising chickens in urban settings is a growing trend across North America. Regulations vary by jurisdiction. Perceived health threats include infectious diseases from animal husbandry practices or consumption of eggs, improper waste management, pests/predators and nuisance noise and odour. Proposed benefits include the human-animal bond and personal control over food selection.

This document presents a brief overview of the practice from the Public Health viewpoint with suggested approaches the municipality may choose to consider in order to mitigate potential health risks.

Possible Benefits

The raising of urban chickens may relate to the following values cited in Bruce Grey Food Charter:

- **Value of Health:** “Making food readily accessible for our rural and urban residents”
- **Value of Culture:** “Opportunities for all community members to be included and to make connections through the experience and sharing of food”
- **Value of Education:** “Integrating food literacy, community gardening, and seed saving into communities”

http://www.publichealthgreybruce.on.ca/Portals/0/Topics/Eating%20Well/GB%20Food%20Charter.pdf

**Chickens as Social Determinants of Health**

Companion chickens are not significantly different from a conventional companion animal such as a dog or cat. Companion animals contribute to improved mental health, support social interactions, and reduce loneliness, isolation and depression.

**Chickens as Economic Determinants of Health**

Supporters cite personal control over food choices and the social value of food. The claim of economic benefit is not found in the Canadian literature. There is no evidence the initial investment in livestock, housing and ongoing feed and veterinary costs will be recovered in egg supply. There is no evidence the urban hen egg is nutritionally superior to farm gate or commercial products. It is unlikely significant economic benefits will be derived from raising urban chickens.

**Chickens and Food Security**

Backyard chickens provide a personal control over food sources and personal autonomy over food choices. Community-based food security looks at how a local geographic area can reduce its dependence on imported foods. Backyard production on personal or community food security is unlikely to be measurable or significant.

**Chickens as Environmental Determinants of Health**

Environmental benefits of raising backyard chickens may include decrease in household waste through kitchen scrap consumption, the use of chicken manure as garden fertilizer, a decrease in garden pests and weeds, and a reduction in the carbon footprint.
**Possible Health Risks**

**Infectious Diseases**
There is limited data from North American sources describing animal to human (zoonotic) infectious disease risks from backyard chicken flocks. Routes of exposure for people to avian pathogens through backyard farming include direct contact, trauma, waste handling and egg consumption. The perceived risk of Avian Influenza from backyard flocks is probably overestimated due in part to media attention on this issue. Enteric infectious diseases warrant greater attention.

Enteric diseases including salmonellosis and campylobacteriosis pose ongoing health risk due to handling and consumption of eggs, and handling of birds and their waste including manure and carcasses. In addition to transmission through direct contact, these diseases can also be transmitted through predators, pests and pets.

Timely and proper disposal of chicken waste, including manure and carcasses, is essential to reduce risk of disease as well as nuisance from odour and flies. Risk of disease will depend on hygiene practices, health of flocks, the amount of waste, the susceptibility of the individual (children, immunocompromised), and animal husbandry.

**Predators and Pests**
Concerns include attraction of predators such as raccoons, skunks and coyotes, and pests such as ectoparasites (mites, lice, bedbugs, fleas, and soft ticks) and premise pests (darkling beetles, flies, moths, cockroaches, and rodents). There is the risk of people and pets being bitten by large predators including raccoons, skunks and coyotes, should those animals become trapped or cornered in a coop or backyard. For example, an estimated 80% of raccoons carry distemper, which is very contagious to dogs and cats.

Rodents will eat and contaminate poultry feed (e.g., with Salmonella). In addition to disease, rodents carry lice, fleas and mites. Other premise pests, such as flies and cockroaches, are more likely to be a nuisance than a disease risk. The risk can be more significant if the home with backyard chickens is located in close proximity to food premises. All of these pests/predators are an issue with food premises.

Additionally, raccoons may leave racoon roundworm or other pathogens in the backyard, posing a risk for household members, especially children. Dogs can also act as alternative definitive hosts for roundworm.

**Nuisance Factors**
Noise from hens may lead to conflict between backyard chicken owners and their neighbours, although limiting the allowable number of hens and prohibiting roosters should minimize disruptions and conflict.

Odour associated with chicken manure or food scraps may also create conflicts between backyard owners and their neighbours. Although unlikely to have adverse health effects, neighbours may be offended by the smells associated with backyard flocks.
Risk Mitigation

Minimizing or mitigating health risk from urban chickens flock can be achieved through education and regulatory elements. Public Health, in collaboration with animal health professionals, is available to recommend appropriate responses to risk.

Education
Educational associated with safekeeping of backyard poultry is similar to other companion animals. Regulatory agencies licensing backyard flocks should provide educational materials to chicken owners on basic husbandry, appropriate means for pest control, manure disposal and personal hygiene.

Generally, handling of birds should be minimized. Birds should not be brought into households. Hand washing should be encouraged following contact with all animals.

Owners of backyard flocks will require knowledge of basic biosecurity including steps to keep infectious diseases out of their flock, to be able to recognize illness in their birds, prevent potential spread of disease and have access to poultry veterinary services. Additionally, they will require knowledge of food safety principles including cleaning eggs prior to consumption and avoiding the consumption of broken or cracked eggs.

Regulation
Regulation can address disease prevention, minimize nuisance factors and ensure animal welfare.

Some jurisdictions have implemented regulations: (1) licensing of birds, (2) prohibiting chicks and roosters, (3) limiting the number of hens allowed, (4) prohibiting slaughter, and (5) providing specifications on coop construction, setbacks, waste management and food storage. Some jurisdictions require the flock owner to sign an affidavit acknowledging they have read certain relevant materials related to the care and keeping of a flock. Some jurisdictions require neighbourhood approval.

Requiring owner to register flocks provides opportunities for risk management. It provides single point of contact with the bird owners, enables trace-back to flocks should an event occur and allows for planning to avoid high density pockets of birds thereby reducing nuisance and waste management concerns.

Prohibiting chicks will decrease the risks of Salmonella. Many chicks carry Salmonella in their feces and children are more likely to have close contact with chicks. Banning chicks will also minimize the abandonment of animals once they grow up, and will ensure that there are no unexpected roosters as sexing chicks is not easy.

Due to concerns about noise, most jurisdictions do not permit roosters. Some locations permit roosters, on a temporary basis, for breeding purposes.

Regulations regarding disposal and storage of agricultural source material (feces and bedding), dead stock removal, storage of feed, pesticides and medicines and coop construction will minimize nuisance factors, prevent disease and promote health in humans and chickens. Improper husbandry related to any of the above issues can increase public health risk.
The municipality may want to explore cost-effective means of disposing of dead, sick birds or birds no longer producing eggs in order to discourage home slaughter and inappropriate waste management. Some jurisdictions provide a shelter for unwanted or abandoned birds.

Eggs are not to be sold to a commercial/inspected food premises (Food Premises regulation and Food Safety and Quality Act, O Reg 171/10). It is unclear if backyard hen eggs meet the definition of “farm gate” produce and fall within the mandate associated regulations with respect to product sale.

Bird owners are legally responsible to notify authorities of serious bird diseases such as avian influenza by calling a veterinarian or a local office of the Canadian Food Inspection Agency (Walkerton - 19 Ontario Road, Walkerton, Ontario N0G 2V0 (519) 881-2431)

**Avian Influenza in Ontario**
OMAFRA recommends basic biosecurity measures to minimize the occurrence and spread of diseases. As of April 25, 2015, three poultry flocks in Ontario have been found to be infected with H5N2 highly pathogenic avian influenza (HPAI). Under the direction of the Canadian Food Inspection Agency (CFIA), disease control zones have been established around the affected flocks, and movement of domestic birds and poultry products in and out of these zones is being carefully controlled in order to try to prevent further spread. [http://inspection.gc.ca/DAM/DAM-animals-animaux/STAGING/images-images/dis_monthly_reportable_2015_av_flu_ontario_img_1429923417016_eng.jpg](http://inspection.gc.ca/DAM/DAM-animals-animaux/STAGING/images-images/dis_monthly_reportable_2015_av_flu_ontario_img_1429923417016_eng.jpg)

In the event of an Avian Influenza outbreak in a local commercial flock, the municipal regulatory framework will need to address the urban backyard flocks that fall within the quarantine zone.
Suggested areas to be addressed by municipal regulation

- Application/permit/licence to have backyard hens (similar to dog and cat licensing). Requirement for individual animal tags/bands.
- Training for hen owners in animal care and handling, including husbandry of the hens in the winter.
- Training related to appropriate food safety (eggs).
- Specifications on coop construction, free range animals, zoning and property setbacks.
- Control measures for manure disposal, waste management and food storage.
- Dead stock disposal (slaughtered, prey, disease, natural death).
- Disposal of live, but unwanted or unproductive, birds.
- Control measures for preventing/reducing predators and pests.
- Identify process for handling complaints on nuisance issues such as odour and noise.
- Regulations relating to sale of eggs, manure and other products associated with hens.
- Management of quarantine in the event of an Avian Influenza outbreak in a local commercial flock.
- Identify enforcing agency.
- Follow-up initial and subsequent regular ongoing review of policy/regulation (evergreen).
**Links to Municipal By-Laws**

Meaford: Available from municipal clerk at clerk@meaford.ca.


Vancouver: By-Law 9150 [http://former.vancouver.ca/bylaws/9150c.PDF](http://former.vancouver.ca/bylaws/9150c.PDF) (Limit four hens)

References and Resources


