



Brant County Council **Revised Agenda and Addendum**

Date: Tuesday, February 17, 2015

Time: 6:00 p.m.

Place: Brant County Council Chambers, 7 Broadway Street West, Paris

1. **Attendance**
2. **Approval of Agenda**
3. **Declaration of Pecuniary Interests**
4. **Delegations / Petitions / Presentations**
 - a. Ron Norris, Concerned Citizens of Brant - Update on Stakeholders' Meeting
 - b. Ella Haley - Council Decision Re: Neonicotinoid Pesticides
5. **Adoption of Minutes from Previous Meetings**
 - a. Brant County Council Orientation Session Minutes of January 7, 2015
 - b. Brant County Council Orientation Session Minutes of January 12, 2015
 - c. Brant County Council Special In Camera Session Minutes of January 27, 2015
 - d. Brant County Council Minutes of January 27, 2015
 - e. Brant County Council Education Session Re: Zoning By-law Review of February 3, 2015
6. **Business Arising from the Minutes**
 - a. Notice of Motion – Request for Reconsideration of January 27, 2015 resolution re: Neonicotinoid Pesticides – Councillor Simons

7. **Consent Items**

a. **Consent Items to be Approved - None**

b. **Consent Items to be Received - Information Reports**

- i. COU-15-02 - William Street / Willow Street Watermain Upgrades - A. Davidson
- ii. COU-15-03 – Delegations to Provincial Ministries at ROMA/OGRA Conference - H. Boyd

Additional Delegation Confirmed February 17 – Ministry of Municipal Affairs and Housing – Sunday, February 22, 2015

- iii. Police Services Board Minutes - January 21, 2015
- iv. Library Board Minutes - December, 2014
- v. Library Board Minutes - January, 2015

c. **Consent Items to be Received - Communications**

- i. Memo Re: Police Services Board Members' Training Session Hosted by the County of Brant - March 4, 2015.
- ii. Invitation to SCOR Annual General Meeting - March 12, 2015

d. **Consent Items - Communications Folder**

- i. Association of Municipalities of Ontario:
 - Watch Files - January 29, February 5 and 12 2015
 - 2015 Asset Management Symposium
 - LAS 2015 Information / Education Sessions
- ii. John Noble Home 'Happenings At Home'
- iii. John Noble Home - OANHSS Staffing Report
- iv. Committee of Adjustment - January, 2015 Decisions
- v. Committee of Adjustment - February, 2015 Applications
- vi. Long Point Region Conservation Authority - January, 2015 Board Minutes
- vii. Briefing Note Re: Quarterly Update on Municipal Water Systems Regulatory Requirements and Drinking Water Quality Management Study

- viii. Briefing Note Re: Transportation Master Plan Update and Aggregate Resources Guide
- ix. Briefing Note Re: Dufferin Aggregates (Holcim) Inc. Paris Pit Permit to Take Water - February 5, 2015 Technical Stakeholders Meeting
- x. Cards of Thanks from Adam Crozier & Brant 4-H

8. **Committee Reports**

- a. Planning Advisory Committee Report - February 3, 2015
- b. Paris Community Pool Building Committee Report - February 4, 2015
- c. John Noble Home Committee of Management Report - February 4, 2015
- d. Community Services Committee Report - February 9, 2015
- e. Corporate Development Committee Report of February 9, 2015
- f. Public Works Committee Report - February 10, 2015

9. **Staff Reports**

10. **Information Reports**

11. **Communications**

- b. **Andy Tonkin – Comments re: Use of Neonicotinoid Pesticides**

12. **Questions**

13. **Resolutions**

14. **Other Business**

- a. Code of Conduct - J. Gatward

15. **In Camera**

- a. Public Works Committee In Camera - Confidential Report of February 10, 2015 (personal matters about identifiable individuals)
- b. Brant Municipal Enterprises Recommendation to Shareholder - Personal Matter About Identifiable Individuals (Board Appointments)
- c. Verbal Update - Potential Acquisition of Property by the Municipality (Paris Old Town Hall) - P. Emerson

16. **By-laws**

- a. By-law Number 15-15 to authorize the execution of a Mutual Release Agreement between the County of Brant and the City of Hamilton for the payment of funds for cross border land ambulance services.
- b. By-law Number 16-15 to authorize the borrowing of money to meet expenditures in 2015.
- c. By-law Number 17-15 to authorize an amendment to the Subdivision Agreement with Hunter Lumber & Building Supplies Ltd., for property consisting of Registered Plan No. 159, described as Lots 1 to 54, both inclusive, Blocks 55 to 59, both inclusive, the streets namely Augustus Street, Peter Street, Finlay Street and Duncan Street and reserves namely Blocks 60 to 61, both inclusive, Registered Plan 1759, geographic Township of Burford, County of Brant.
- d. By-law Number 18-15 to authorize the execution of a Development Agreement with John Michael Bennett and Tina Marie Maycock for property located on McBay Road
- e. By-law Number 19-15 to authorize the execution of a Mutual Release re 58 Wellington Street, Paris
- f. By-law Number 20-15 to authorize the execution of a Subdivision Agreement with Pinevest Homes (Hampton Trails) Inc., for property located on Hampton Street and Willow Street, Former Town of Paris, County of Brant
- g. By-law Number 21-15 to amend By-law Number 110-01, the Zoning By-law for the County of Brant, as amended (McClure, 426 Big Creek Road)
- h. By-law Number 22-15 to authorize an agreement with the Frank Cowan Company Limited for provision of insurance and risk management services
- i. By-law Number 23-15 to enter into a Funding Agreement between the City of Brantford and the County of Brant for the provision of child care services.
- j. By-law Number 24-15 to amend By-law Number 110-01, the Zoning By-law for the County of Brant, as amended (Pinevest Homes, Hampton Trails – remove 'holding' provision)
- k. By-law Number 25-15 to authorize the execution of an Amending Agreement for the New Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario regarding a waste diversion program for municipal hazardous or special waste.
- j. By-law Number 26-15 to confirm the proceedings of Council (revised number)

17. **Next Meeting**

- a. Tuesday, March 24, 2015, 6:00 p.m. - Brant County Council Chambers

18. **Adjournment**

February 17, 2015

Dear Members of County of Brant Council,

It is my understanding that you will be discussing a very important matter at your meeting this evening. That is the whether to support the use of Neonicotinoid based pesticides (Neonics).

I would like to start by saying that I'm confused by statements from representatives for the Ontario Federation of Agriculture which appeared in the Brant News and Brantford Expositor recently.

"OFA director Larry Davis told councillors that he government "is ignoring the science," and is listening too much to groups to advocacy groups."

What Mr. Davis neglects to say is that both the Federal and Provincial governments are in agreement with scientists around the world on the link between mortality rates of honeybees and the use of Neonics.

According to the Ontario Ministry of the Environment.

"A recent review of 800 peer-reviewed scientific papers by the International Union for Conservation of Nature (IUCN) Task Force on Systemic Pesticides indicated that neonicotinoid insecticides are having impacts on pollinators and other organisms such as birds, earthworms, and aquatic invertebrates." [1]

A September 2013 report from Health Canada looked at mortality rates for Honeybees from 2012 and 2013 and concluded,

"Samples of dead bees were collected for pesticide residue analysis along with live bees, comb with pollen and honey stores, vegetation, water, and soil (Table 3). Preliminary residue results show that approximately 75% of the dead bee samples had detectable residues of neonicotinoid insecticides used to treat corn and soybean seed. Residues of neonicotinoid insecticides were detected in samples from approximately 80% of the beekeepers for which samples have been analyzed. Clothianidin and/or thiamethoxam were detected in > 90% of the comb pollen samples from affected yards and were also detected in some water, soil, and comb honey samples (Table 3). Additional collected samples are in the process of being analyzed." [2]

I am not sure what science the OFA is referring to, but the science is very clear, and although it does not agree with the OFA's position, it is not being ignored.

I urge you to consider the science when making your decision this evening.

Sincerely, Andy Tonkin

[1] Ontario Environment and Energy Website (Last accessed Feb 16, 2015)

<https://www.ontario.ca/environment-and-energy/pollinator-health>

[2] Health Canada Website (Last accessed Feb 16, 2015)

http://www.hc-sc.gc.ca/cps-spc/pubs/pest/_fact-fiche/bee_mortality-mortalite_abeille-eng.php

BY-LAW NUMBER 24-15

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THE CORPORATION OF THE COUNTY OF BRANT

To amend By-law Number 110-01, the Zoning By-law for the County of Brant, as amended (Pinevest Homes, Hampton Trails – remove ‘holding’ provision)

WHEREAS an application was received from GSP Group Inc., on behalf of Pinevest Homes Inc. with respect to lands described as Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 Plan 1289; Stewart Cr, Plan 1289 Closed by BC236118; Pt Blk A, PL 1289 Closed By BC236118 being Part 1 on 2R7776; Lots 25, 26, 27, 28, 29 & 30 Plan 346, Part of Lots 22, 23, 24, Plan 346 being Part 2 on 2R7776; in the geographic Town of Paris, County of Brant, to amend By-law Number 110-01, to lift the “h” holding provisions associated with the Plan of Subdivision;

AND WHEREAS the *Planning Act* empowers a municipality to pass by-laws prohibiting the use of land and the erection, location and use of buildings or structures, except as set out in the by-law;

AND WHEREAS this by-law is in conformity with the Official Plan for the County of Brant;

AND WHEREAS the Council of the Corporation of the County of Brant has recommended approval of this by-law;

AND WHEREAS the Council of the Corporation of the County of Brant deems it to be desirable for the future development and use of the lands described above;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** Schedule ‘A’, Key Maps 19 & 19B of By-law Number 110-01 is hereby amended by changing the zoning on the subject lands from Holding Provision Special Exception Residential First Density (h-R1-10), Holding Provision Special Exception Residential First Density (h-R1-11), Holding Provision Special Exception Residential First Density (h-R1-22), and Holding Provision Special Exception Residential Multiple Second Density (h-R5-7) to Special Exception Residential First Density (R1-10), Special Exception Residential First Density (R1-11), Special Exception Residential First Density (R1-22), and Special Exception Residential Multiple Second Density (R5-7) on the subject lands, as shown on Schedule “A” of this by-law.

2. **THAT** this by-law shall come into force on the day it is passed by the Council of the Corporation of the County of Brant.

READ a first and second time, this 17th day of February, 2015.

READ a third time and finally passed in Council, this 17th day of February, 2015.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy, Mayor

Heather Boyd, Clerk

- of -

THE CORPORATION OF THE COUNTY OF BRANT

To authorize the execution of an Amending Agreement for the New Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario regarding a waste diversion program for municipal hazardous or special waste.

WHEREAS the Corporation of the County of Brant approved By-law Number 133-11 on August 11, 2011 to authorize a New Municipal Hazardous or Special Waste Services Agreement with Stewardship Ontario regarding a waste diversion program for municipal hazardous or special waste;

AND WHEREAS the County of Brant is desirous of entering into an amending agreement with Stewardship Ontario to make certain amendments to the original agreement (Industry Stewardship Plan(s));

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the Amending Agreement to the New Municipal Hazardous or Special Waste Services Agreement between the Corporation of the County of Brant and Stewardship Ontario, attached hereto, to make certain amendments to the waste diversion program for municipal hazardous or special waste be approved.
2. **THAT** the Mayor and the Clerk be and they are hereby authorized to execute the said Amending Agreement on behalf of the Corporation of the County of Brant and to affix the corporate seal thereto.

READ a first and second time, this 17th day of February, 2015.

READ a third time and finally passed in Council, this 17th day of February, 2015.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy, Mayor

Heather Boyd, Clerk

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

WHEREAS:

1. Stewardship Ontario and The Corporation of The County of Brant (collectively, the "Parties") entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011, including any previous amendment made by the parties (the "Agreement");
2. The parties wish to make certain amendments to the Agreement as set out herein.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

- 1 The Agreement is hereby amended effective January 1, 2015 as set out in Schedule "A" hereto.
- 2 Any section marked as "Intentionally Deleted" in the Agreement remains "Intentionally Deleted" and is not replaced by or amended by anything in Schedule "A".
- 3 All other provisions of the Agreement remain un-amended and in full force and affect.

IN WITNESS WHEREOF the Parties have signed this AMENDING AGREEMENT as of January 1, 2015.

STEWARDSHIP ONTARIO

by: _____

Name: David Pearce

Title: Managing Director

THE CORPORATION OF THE COUNTY OF BRANT

by: _____

Name:

Title:

**SCHEDULE "A" TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

- 1.0** **Definitions and Interpretation.** The Parties agree that Section 1.2 of the Agreement is deleted in its entirety and replaced with the following:
- 1.2.** In this Agreement:
- (a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;
 - (b) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (c) **"Claims Submission"** means submission to SO of data required to validate claim for payment;
 - (d) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
 - (e) **"Commingled Materials"** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
 - (f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
 - (g) **"Diversion Report"** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by SO from time to time for the validation of Claims Submissions;
 - (h) **"End Processor"** means a Service Provider that processes collected Obligated MHSW;
 - (i) **"Event"** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;
 - (j) **"Exempt Small Quantity IC&I Generator" or "Exempt SQG"** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;
 - (k) **"FOB"** means free on board;

- (l) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **“Lab Pack Audit”** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by SO as set out in this Agreement;
- (n) **“Industry Stewardship Organization” or “ISO”** means a group of stewards working collectively who manage and fund the recycling of their own designated waste, instead of paying fees directly to an Industry Funding Organization to provide these services in accordance with Section 34 of the *Waste Diversion Act*.
- (o) **“Manifesting”** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act (Ontario)*;
- (p) **“Member Associations”** has the meaning set out in Section 4.3;
- (q) **“MHSW Program Plan”** means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002 (Ontario)*, and any amendments thereto and replacements thereof;
- (r) **“MHSW Services”** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (s) **“Minister”** means the Minister of the Environment for the Province of Ontario;
- (t) **“Non-Commingled Materials”** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (u) **“Obligated MHSW”** means MHSW designated as Phase 1 in the Minister’s program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (v) **“Packing Standards”** means the Waste Packing Protocols listed in Schedule “E” as amended by SO from time to time;
- (w) **“Post-Collection Services”** means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

- (x) "Service Provider" means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be; and
- (y) "SO Portal" means SO's online system for uploading Claims Submissions.

2.0 MHSW Services: The Parties agree that Section 2.0 of the Agreement is deleted in its entirety and replaced with the following:

- 2.1. Schedule "A" to this Agreement sets out schematically three different service location types for the provision of MHSW Services by the Municipality to SO. These are as follows:
 - (a) Depot
 - (b) Event
 - (c) Event (and transportation to Depot).

For the purpose of this Agreement, SO and the Municipality have agreed that the service location types marked with an "X" below will be the ones under which the Municipality will provide MHSW Services to SO.

- Depot
- Event
- Event (and transportation to Depot)

- 2.2. SO and Municipality may agree in writing at any time to change the service location type under which Municipality is providing MHSW Services to SO herein to the other service location type listed above and described in Schedule "A" hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes, including addition or removal of some materials, to the MHSW Program Plan. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which the matter will be resolved by arbitration in accordance with the provisions hereof.
- 2.4. The Parties also understand that an Industry Stewardship Organization (ISO) may, at any time, be approved by the Board of Waste Diversion Ontario for one or more of the Obligated MHSW materials. In the event an ISO is approved by Waste Diversion Ontario (WDO), SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by WDO, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

5.0 Title and Compliance with Laws: The Parties agree that Section 5.0 of the Agreement is deleted in its entirety and replaced with the following:

- 5.1. Title to all Obligated MHSW collected by Municipality at Events and Depots will belong to SO from the time of collection, and whether the Obligated MHSW is transported to the End Processor by the Municipality's Service Providers or SO's Service Providers. Any contract entered into between Municipality and an End Processor for Obligated MHSW must provide that title transfers to the End Processor in accordance with the Processor Standards in Schedule "E", as amended from time to time.
 - (a) Notwithstanding the foregoing, if the Municipality operates a reuse program for any Obligated MHSW, title to the Obligated MHSW being reused shall transfer to municipality one (1) second prior to being given to the person or entity requesting it for reuse purposes.
 - (b) Notwithstanding the foregoing, in the event an ISO is approved by WDO, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO's Service Providers unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.
- 5.2. In performing the MHSW Services hereunder, Municipality represents and warrants that it will at all times, and will require its service providers to, have all Certificates of Approval and any other approvals required and that it will otherwise comply at all times and require its service providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

BY-LAW NUMBER 26-15

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THE CORPORATION OF THE COUNTY OF BRANT

To confirm the proceedings of Council

WHEREAS by Section 5 of The Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS by Section 11 of The Municipal Act 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the County of Brant at this meeting be confirmed and adopted by by-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** the action of the Council of the Corporation of the County of Brant in respect of each recommendation contained in the reports of the Committees and each motion and resolution passed and other action taken by Council of the Corporation of the County of Brant, at its meetings held on January 7, 12, February 3 and February 17 2015 are hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law;
2. **THAT** the Mayor and proper officials of the Corporation of the County of Brant are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the preceding section hereof;
3. **THAT** the Mayor and the Clerk be authorized and directed to execute all documents in that behalf and to affix thereto the seal of the Corporation of the County of Brant.

READ a first and second time, this 17th day of February, 2015.

READ a third time and finally passed in Council, this 17th day of February, 2015.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy, Mayor

Heather Boyd, Clerk