



SPECIAL COUNCIL AGENDA

August 24, 2020

4:30 p.m.

1. CALL TO ORDER

Goderich Town Council meets in Special session on the 24th day of August, 2020.

2. UNANIMOUS MOTION

Moved by: _____

Seconded by: _____

That Goderich Town Council hereby unanimously consents to discussing and considering the following at the August 24, 2020 Special Council meeting at 4:30 p.m.:

1. Non-Disclosure Agreement with General Dynamics Land Systems - Canada.
2. Boardwalk Update.
3. Site Plan Agreement with Parrish & Heimbecker regarding development at 230 Harbour Court.
4. Huron County SLED (Supporting Local Economic Development) Funding Application.
5. Nuisance By-Law.
6. Draft Parks and Facilities By-Law.

3. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF

4. APPROVAL OF AGENDA

Moved by: _____

Seconded by: _____

That the Town of Goderich Council hereby accepts the August 24, 2020 Special Council Agenda, as presented.

5. DEPUTATION

- 5.1 Victor Kloeze, Huron County Planner - Site Plan Agreement with Parrish & Heimbecker Limited - 230 Harbour Court

6. BUSINESS

- 6.1 Michaela Johnston, Deputy Clerk/Health & Safety and Emergency Preparedness Coordinator - Memo regarding Non-Disclosure Agreement with General Dynamics Land Systems - Canada

Staff recommendation: Concur and refer to Item 7.2

- 6.2 Sean Thomas, Director of Operations - Memo re Boardwalk Update

Staff recommendation: Receive for information

- 6.3 Jenna Ujiye, Tourism and Community Development Officer - Memo re Supporting Local Economic Development (SLED) program to enhance salt tourism initiatives

Staff recommendation: Concur

- 6.4 Draft Parks and Facilities By-Law

- 6.4.1 Sean Thomas, Director of Operations - Memo regarding revisions made to draft Parks and Facilities By-Law

Staff recommendation: Following discussion, bring matter forward for September 8, 2020 Council Meeting

- 6.4.2 Deputy Mayor Murdock's Comments

- 6.4.3 Councillor Bazinet's Comments

- 6.4.4 Councillor Hoy's Comments

- 6.4.5 Councillor Tamming's Comments

6.4.6 Municipal Enforcement Unit, Chief Menzie's Comments

Staff recommendation: Concur and refer to staff to make appropriate amendments to By-Law

7. BY-LAWS AND AGREEMENTS

Moved by: _____

Seconded by: _____

That By-Laws 95 to 97 of 2020 be taken collectively.

Moved by: _____

Seconded by: _____

That By-Laws 95 to 97 of 2020 be read a First and Second Time.

Moved by: _____

Seconded by: _____

That By-Laws 95 to 97 of 2020 be read a Third Time and Finally Passed.

7.1 By-Law No. 95 of 2020

Being a By-Law to regulate matters related to the Health, Safety and Well-Being of the inhabitants of the Town of Goderich pursuant to provisions of the Municipal Act, 2001 and to repeal By-Law 105 of 2018.

The purpose of this By-Law is to authorize the Town of Goderich to prohibit and regulate with respect to public nuisances.

7.2 By-Law No. 96 of 2020

Being a By-Law to authorize the Town to enter into a Non-Disclosure Agreement with General Dynamics Land Systems - Canada.

The purpose of this By-Law is to authorize the Town to enter into an Agreement with General Dynamics Land Systems - Canada in order to protect the confidentiality of General Dynamics Land Systems - Canada's Proprietary Information disclosed to the Town in furtherance of testing a prototype vehicle in Goderich.

7.3 By-Law No. 97 of 2020

Being a By-Law to authorize the Town to enter into a Site Plan Agreement with Parrish & Heimbecker Limited regarding their proposed development at 230 Harbour Court, Goderich which will include replacement of an existing weigh scale, and construction of a new control room building adjacent to the scale.

The purpose of this By-Law is to approve the Site Plan Agreement with Parrish & Heimbecker to allow the proposed development at 230 Harbour Court, and to ensure such development of the lands occurs in accordance with the provisions of the Town of Goderich Zoning By-Law, conforms with the Town's Official Plan and Waterfront Masterplan, and is in accordance with the plans provided by Parrish & Heimbecker.

8. POSSIBLE CLOSED COUNCIL MEETING MATTERS

In the event that Council enters into a possible Closed Session pursuant to Section 239(2) of the Municipal Act, Council will reconvene following the Closed Session at which time the public and press may be present.

9. REPORTING OUT OF CLOSED

10. PRESS REPORTERS AND CITIZENS QUESTION & ANSWER PERIOD

11. CONFIRMING BY-LAW

Moved by: _____

Seconded by: _____

That leave be given to introduce By-Law No. ____ of 2020 being a By-Law to confirm the proceedings of the Goderich Town Council Special meeting held on August 24, 2020, and that it now be read a first, second and third time, and finally passed this 24th day of August, 2020.

12. ADJOURNMENT

Moved by: _____

Seconded by: _____

That Goderich Town Council does adjourn at _____ p.m. to meet again at the regular meeting of Council scheduled for September 8, 2020 at 4:30 p.m.



PLANNING & DEVELOPMENT

57 Napier Street Upper Floor, Goderich, Ontario N7A 1W2 CANADA
Phone: 519.524.8394 Ext. 3 **Fax:** 519.524.5677 **Toll Free:** 1.888.524.8394x3
www.huroncounty.ca

To: Mayor and Members of Council
Janice Hallahan, Clerk/Planning Coordinator
From: Victor Kloeze, Planner
Date: August 13, 2020
Re: **Site Plan Agreement with Parrish & Heimbecker Limited (230 Harbour Court)**

This report is submitted to Council for consideration at the August 24th, 2020 Council meeting.

RECOMMENDATION

It is recommended that Town Council **approve** the proposed development, and that the Municipality pass the necessary By-law(s) to enter into a site plan agreement with Parrish & Heimbecker Limited for the development of the subject lands.

PURPOSE

The applicant intends to replace an existing weigh scale with a new one, and construct a new control room building adjacent to the scale. An existing scale and two buildings are proposed for future demolition.

The proposed agreement is required to allow the proposed construction and site works to be completed for the proposed development. No further approvals from Council would be required for the proposed development.

The legal description of the subject property is Plan 457 Lots 1025,1026,1027;1031 to 1040 Part of Lots 1028 to 1030, 1041 to 1043 Part of Blocks A,B,X Office Reserve Part, Block E; Town of Goderich. The municipal address is 230 Harbour Court.

COMMENTS

The subject lands are identified as part of the Waterfront Special Policy Area and within the subject area for the Waterfront Masterplan, designated Harbour Industrial on Schedule B of the Town of Goderich Official Plan, and zoned Harbour Industrial (H2) on Key Map 5 of Zoning By-law 124-2013. Based on the proposed Site Plan, the development will comply with the provisions of the Town of Goderich Zoning By-law and conforms with the Town's Official Plan and Waterfront Masterplan.

Site Plan Agreement

The purpose of the site plan agreement is to ensure development of the lands occurs in accordance with the plans provided by the applicant, including the:

- **SITE PLAN**

Identified as Drawing Dwg. No. 6948: (Date: February 1, 2020, Issued for Permit February 18, 2020, Resubmit for Site Plan approval April 17, 2020), Prepared by: Camar Mill Systems Ltd.

The developer is responsible for all costs associated with the proposed development.

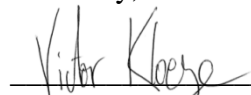
Proposed site work includes:

- Excavation and demolition
- Constructing the proposed scale and control room building
- Grading and paving

OTHERS CONSULTED

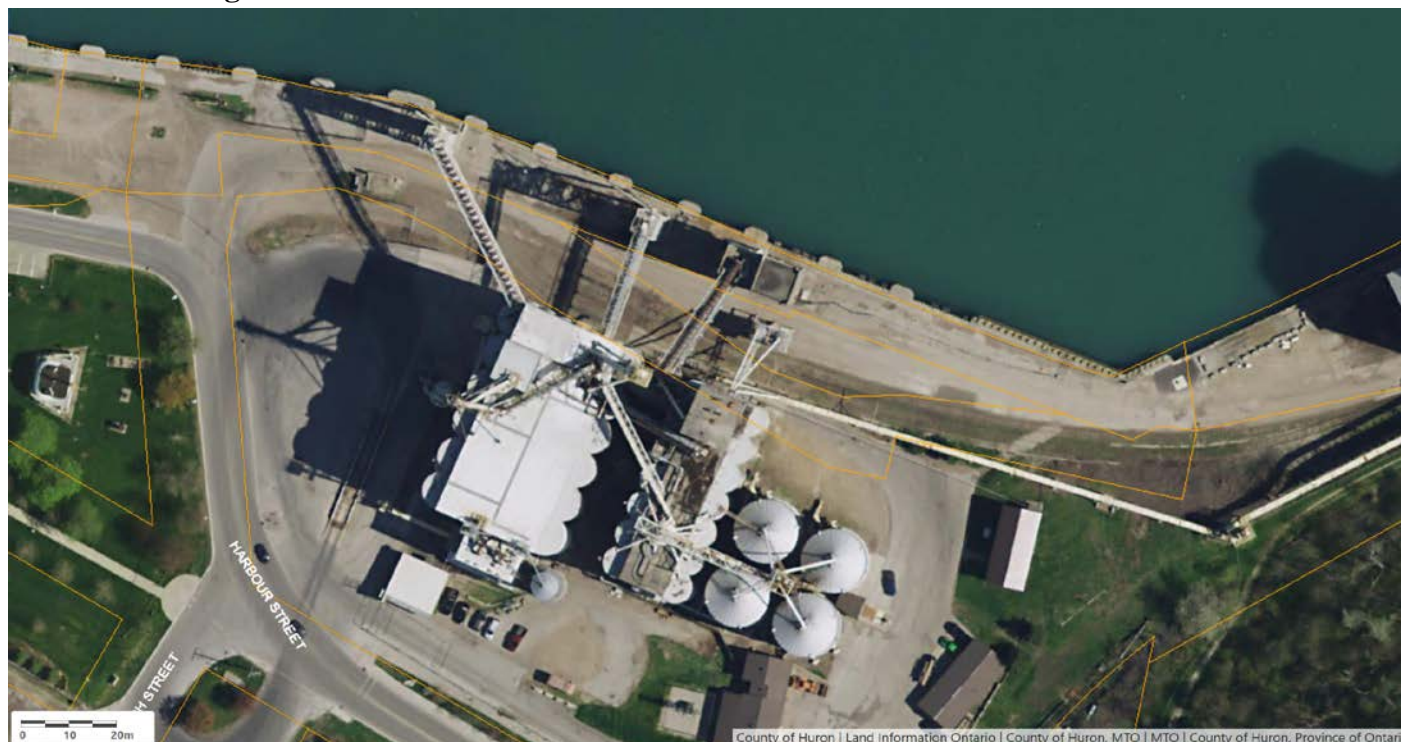
- The Maitland Valley Conservation Authority were consulted and have no outstanding concerns with the proposal
- The Site Plan Review Committee (Clerk/Planning Coordinator, A. Fisher; Chief Building Official, J. Dykstra; Director of Operations, S. Thomas; Municipal Engineer, B. Potter) have no concerns regarding the proposed site plan.

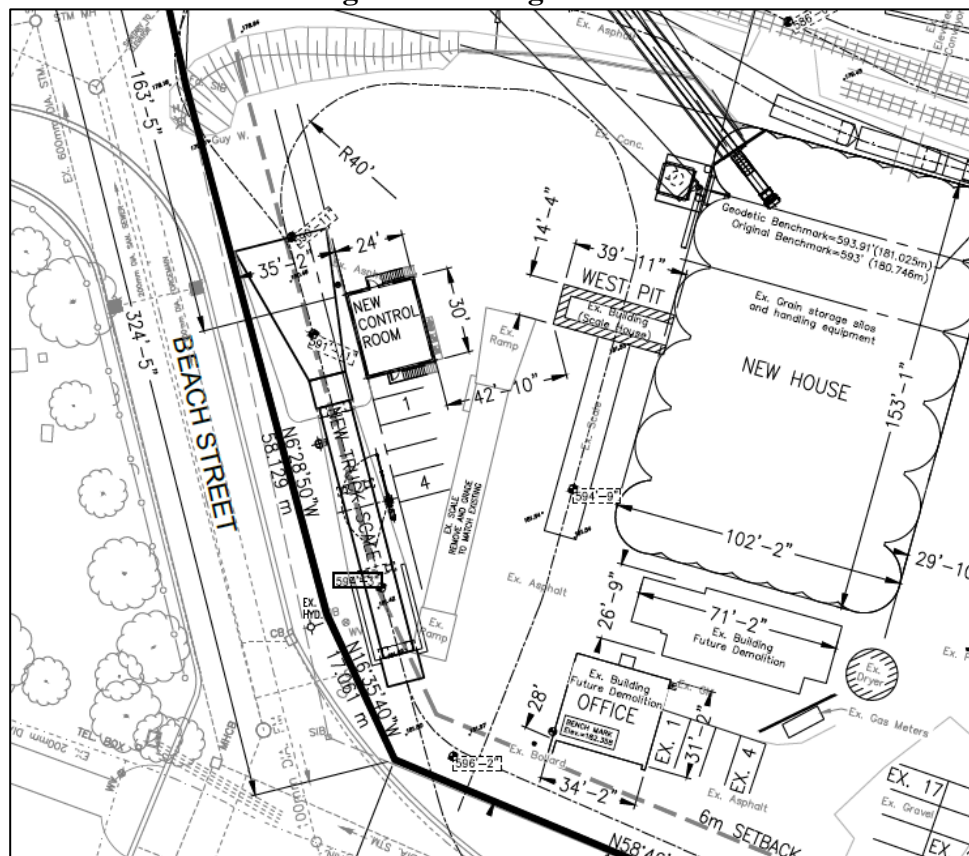
Sincerely,



Victor Kloeze, Planner, MCIP RPP

Figure 1: Aerial Photo of area, showing existing scale entering off of Harbour Street, west of the elevator buildings





Parrish & Heimbecker Limited Site Plan Agreement

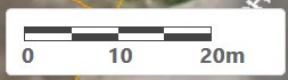
230 Harbour Court

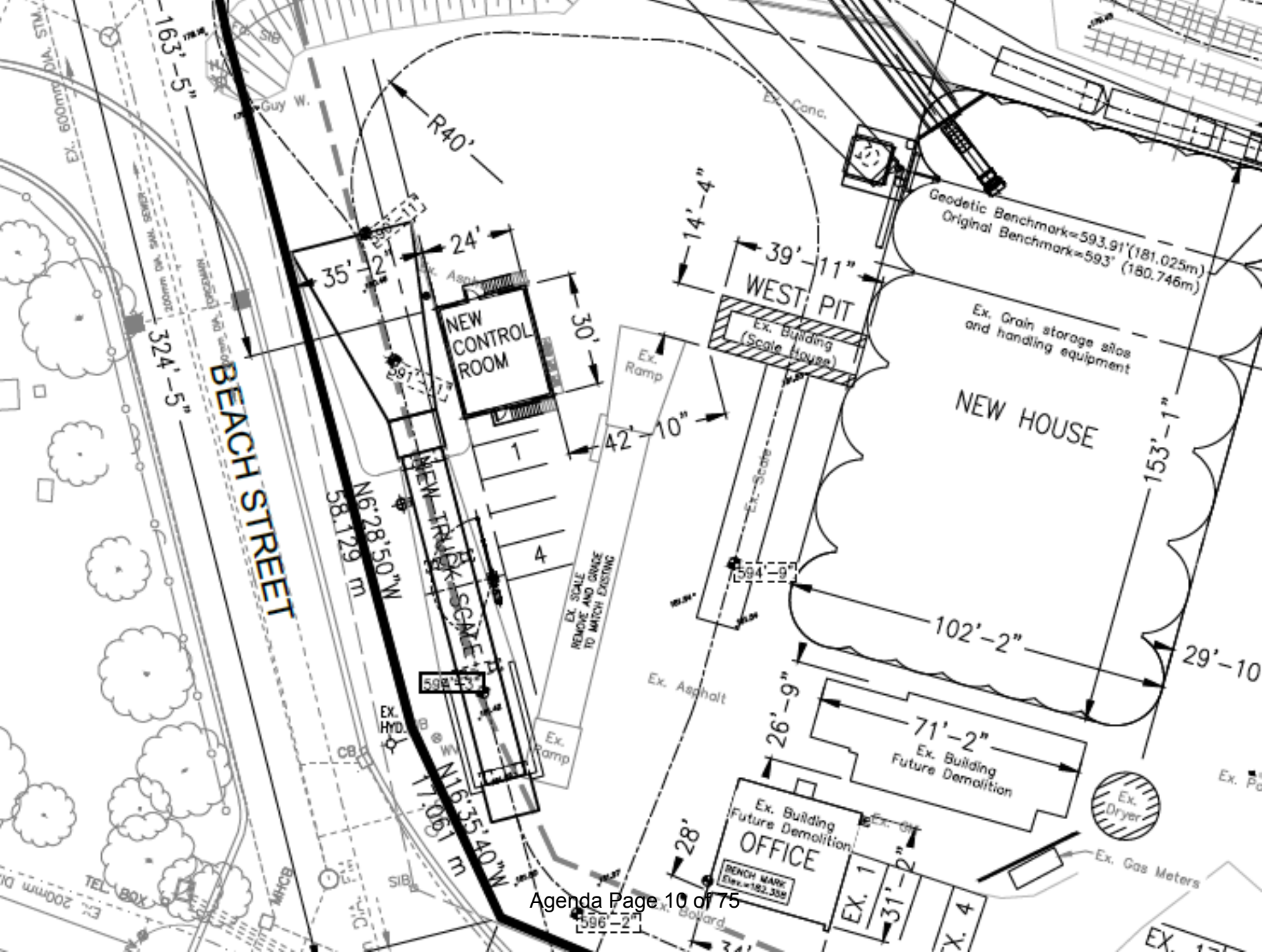
August 10th, 2020





H STREET
HARBOUR STREET





Recommendation

It is recommended that Town Council **approve** the proposed development, and that the Municipality pass the necessary By-law(s) to enter into a site plan agreement with Parrish & Heimbecker Limited for the development of the subject lands.

Memo

TO: Mayor Grace and Members of Council
FROM: Michaela Johnston, Deputy Clerk/Health and Safety & Emergency Preparedness Coordinator
DATE: August 19, 2020
RE: Non-Disclosure Agreement with General Land Dynamics System – Canada

PURPOSE

To request Council's authorization to enter into a Non-Disclosure Agreement (NDA) with General Dynamics Land Systems – Canada.

RECOMMENDATION

THAT Goderich Town Council permit the Town to enter into a Non-Disclosure Agreement (NDA) with General Dynamics Land Systems – Canada with respect to training and testing being performed in September 2020 in Goderich, Ontario.

BACKGROUND

At the regular Council Meeting on July 13, 2020, Council authorized General Dynamics Land Systems – Canada (GDLS) to test their amphibious vehicle in the Goderich Harbour during September 2020. The vehicle is a prototype with unique features.

Due to the nature of the vehicle and testing, GDLS has requested that all parties involved in the testing including the Town of Goderich, enter into an NDA in order to protect the confidentiality of Proprietary Information disclosed by GDLS with respect to the vehicle testing. Proprietary Information would include details of the vehicle, its various mechanisms, and test results. GDLS has requested that this information not be shared with anyone outside of the parties involved in the testing.

The Non-Disclosure Agreement contains standard terms which are not unreasonable and will not adversely affect the Town.

Respectfully submitted,
Michaela Johnston

Memo reviewed by:

Janice Hallahan	Chief Administrative Officer
Andrea Fisher	Clerk/Planning Coordinator

Memo

TO: Mayor Grace and Members of Council
FROM: Sean Thomas, Director of Operations
DATE: August 20, 2020
RE: Boardwalk Reconstruction Update

PURPOSE

To update council on the boardwalk reconstruction project

RECOMMENDATION

THAT Goderich Town Council receives this memo for information.

BACKGROUND

I wish to provide Council with a brief update, specifically in regard to my decision to place sod and additional paving at the waterfront. A further Shoreline Protection and Boardwalk Reconstruction Project update will be provided to Council at their September 8 meeting.

- The Boardwalk tender was awarded on October 15, 2019. Subsequent to the tender being awarded, the Town's waterfront experienced several storms in October/November which caused significant erosion and damage to our waterfront.
- Landscaping was not considered during the original boardwalk tender as the damage to the parklands/waterfront occurred after the tender had been awarded.
- The Boardwalk tender provided for items such as re-installing memorial benches, lamp poles and information signs with an approximate value of \$30,000. This work was completed by Town staff.
- Additional paving and sodding were possible at the waterfront due to savings in the boardwalk tender as Town staff completed this work.

Recognizing that the Boardwalk tender was within budget, the obvious trade-offs mentioned above and in consultation with the Town's engineer, it was felt that these additional enhancements could be accomplished without a change order to the tender. By making this change we immediately created a useful space at the waterfront, with the re-opening of the road on July 31 and for the peak tourist season. In retrospect, an email and memo update should have been submitted to Council.

Respectfully submitted,



Memo reviewed by:

Janice Hallahan	Chief Administrative Officer
Andrea Fisher	Clerk/Planning Coordinator

Memo

TO: Mayor Grace and Members of Council
FROM: Jenna Ujiye, Tourism and Community Development Officer
DATE: August 20, 2020
RE: Salt Tourism Enhancement – SLED Funding

PURPOSE

To write an application for the Supporting Local Economic Development (SLED) program through the County of Huron that will help to enhance salt tourism initiatives in the Town of Goderich.

RECOMMENDATION

THAT Goderich Town Council authorize staff to write an application to enhance salt tourism initiatives for funding of \$10,000.00 through the County of Huron SLED program;

AND FURTHER THAT Goderich Town Council recommend that \$10,000.00 Goderich Town Council recommend that \$10,000.00 from the Community Economic Development Committee budget be used to add to the salt tourism initiatives.

BACKGROUND

At the August 20, 2020 Community Economic Development Committee special meeting the following motion was accepted:

Moved by: Liz Higgins
Seconded by: Myles Murdock

That the Community Economic Development Committee hereby recommend that Town of Goderich Council approve that staff write an application to enhance the salt tourism experience through the County of Huron SLED program.

CARRIED

The Town of Goderich is home to the largest operating salt mine in the world and is the most asked about feature of the Town of Goderich. In 2019 alone, Tourism Goderich distributed 1309 packages made with the salt card included, 300 promotional salt cards, received over 700 inquiries about the salt mine and had 3500 walk-ins asking about the salt mine. Many people are interested in the history and how the mine itself works. Tourism staff currently

print and hand out a 2013 article that speaks about the salt mine to many tourists. In the past, the Town has promoted some one-off projects that featured salt, but a best-in-class experience has yet to be created and promoted.

In 2019 the Community Economic Development Committee had 9 main projects on their workplan for 2020-2022 and one of them was a Salt Tourism Experience. Looking over the few other Salt experiences in the world, we know that the economic impact potential for this niche tourism experience has great potential. Since the Goderich Salt Mine is a working mine and tours are not offered the major experience would be virtually and through expanded storytelling and communications materials.

The main initiatives that will be included in the application for the 2020 portion of this project will be the following:

- 8-10 Minute Goderich Salt Mine Tour Video – This video will be placed online on our website and on youtube. This video can also be used to replace the Huron County Museum Salt Mine Video as they see fit.
- 30 second to 1 minute Salt Experience Video/Ad – This video will be used to promote the salt experience in the Town of Goderich through various online media.
- Salt Mine Augmented Reality - Augmented reality will be created for locals and tourists to use their mobile devices to view images, video and information about the salt mine when they point their camera at the physical above ground portion of the site.
- Marketing and communications of the Salt Experience – Completed a marketing plan/campaign along with food, retail and accommodation packaging to enhance the experience.

Private Sector Partners

- Compass Minerals, tour companies, restaurants and retail business.

Economic Measurement and Impact:

- Click through rates to website from social media and digital advertisements
- Views of the video at the Museum and Tourism Goderich Location
- Views of the video on YouTube and the website
- Downloads/views off the augmented reality
- Accommodations and tasting package purchases
- Inquiries at Tourism Goderich
- Engagements from social media accounts

Budget

- \$20 000.00
 - \$10 000.00 SLED

- \$10 000.00 Town of Goderich

Respectfully submitted,



Memo reviewed by:

Janice Hallahan	Chief Administrative Officer
Andrea Fisher	Clerk/Planning Coordinator

DRAFT



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. XX OF 2019

**A BY-LAW TO REGULATE AND TO PROMOTE RESPONSIBLE ENJOYMENT AND
USE OF MUNICIPAL PARKS AND FACILITIES IN THE TOWN OF GODERICH**

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. DEFINITIONS

“Barbeque” means a portable or fixed device designed and intended solely for the cooking of food in the open air.

“Boat” means any craft or ship (wind or sail) which is propelled on the water by any mechanical or manual means.

“Council” shall mean the Town Council for the Town of Goderich.

"Designated Swimming Area" shall mean any area of water marked off by the Town of Goderich for public swimming.

"Disabled Person" means anyone who is unable to walk unassisted more than 200 meters (218 yards) without serious difficulty or danger to safety or health, and is certified as such by a licensed physician, physiotherapist or occupational therapist as meeting the above eligibility requirements.

"Disabled Person's Vehicle" means any vehicle operated by a disabled person; a vehicle in which a disabled person is a passenger; or a vehicle which is used to transport a disabled person and in which a valid disabled person's parking permit is displayed.

“Municipal Law Enforcement Officer” means a person that has been duly authorized by Council to enforce all municipal by-laws.

“Motorized Vehicle” and shall also include any off road vehicle, e-bike or any other vehicle propelled or driven by means other than muscular power but does not include a wheelchair or device used to assist persons with disabilities.

"Overnight Parking" shall mean between the hours of 11 PM and 6 AM local time.

"Parking Area" shall mean land that is physically laid out and/or improved for the parking of vehicles, and that may or may not be designated by an official sign for such purposes.

“Parking permit” means a disabled person parking permit issued under the Highway Traffic Act a permit, number plate or other marker or device issued by another jurisdiction and recognized under the Act.

“Parks” shall now mean a playground, recreational area (including Courthouse Square and Maitland Woods), playing field, ball diamonds and sports field (i.e. Bannister Park), waterfront within the Town of Goderich’s jurisdiction, and all built structures and features contained within the park, including but not limited to: washrooms, storage buildings, playgrounds, splash pads, gardens, pedestrian walkway or any other area owned, leased or used by the Corporation of the Town of Goderich and devoted to active or passive recreation and includes any lane or walkway, stairs or public parking area leading thereto.

“Pavilion Reservation Form” shall mean an agreement between a person or group(s) and the Corporation of the Town of Goderich authorizing the use of and activity in a park or facility as required under this By-Law.

“Person” means any individual, association, firm, partnership, corporation, agent or trustee and the heirs, executors, or other legal representatives of a person to whom the context can apply according to law.

"Posted Area" shall mean an area where any sign or other device is placed or erected in or upon any area in a park under the authority of this by-law, relating to the portion of the park set forth upon the sign or other device.

“Recreational Area” shall mean land that is designed, constructed and designated for recreational activities such as bird watching, bike riding or hiking.

"Roadway" or "Path" shall be construed to mean any travelled portion maintained for vehicle use by the general public, and without limiting the generality of the foregoing including those areas maintained for parking of vehicles of the general public, except where posted as a service road for Parks vehicles only.

“Service Animal” means an animal trained by a recognized school for service for a person with a disability. An animal is considered a service animal if it is readily apparent that the animal is used by a person for reasons relating to his or her disability, such as wearing a harness or vest.

“Smoke or Smoking” and/or “Vaping” means smoking or holding of lighted tobacco; lighted cannabis; lighted, heated or otherwise activated smoking/vaping equipment in any form (including, but not limited to hookahs, waterpipes, pipes, e-cigarettes, or any other devices).

“Splash Pad” means any splash pad under the jurisdiction of the Corporation of the Town of Goderich.

“Sports Field” means an area in a park set aside for sport use (e.g. Bannister Park), such as baseball, soccer, football and cricket, requiring an open field space.

“Tent” means any portable temporary shelter or dwelling that is designed using canvas, plastic, nylon or the like, supported by one or more poles of a frame and often secured in or to the ground.

“Waste” shall be used interchangeably with the words rubbish, litter, trash, debris and garbage.

“Waterfront” shall mean that area of the Town of Goderich between the top of the slope and the water’s edge which is located to the South of the North edge of the South Pier and to the south limit of the Corporation of the Town of Goderich. It will also include all beach pavilions (Main Beach building, Pavilion 2, Pavilion 3 and Rotary Cove), walkways, playgrounds, and any other built environment or feature associated with the beach.

2. INTERPRETATION

2.1 In this By-Law, a word interpreted in the singular number has a corresponding meaning when used in the plural.

2.2 The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

3. ANIMALS

- 3.1 The regulations for the care and control of animals in municipal parks shall be as per the Town of Goderich Animal Control By-Law.
- 3.2 No person being the owner or having care and custody of a domestic animal shall permit such animal to run at large in any park or facility, except in a designated area.
- 3.3 No person being the owner or having care and custody of a domestic animal shall permit such animal to enter a designated swimming area, splash pad, garden, playground, sports field, baseball diamond, facility or any other area posted to prohibit same.
- 3.4 No person shall allow a domestic animal to be on any beach, boardwalk and park, except in a designated area.
- 3.5 No person being the owner or having care and custody of a domestic animal shall allow it to disturb the enjoyment of any person, or to cause injury or damage to any person, other animals or property.
- 3.6 No person shall ride a horse in a park, on the beach or prohibited area.
- 3.7 Subsections 3.3 and 3.4 shall not apply to a person with a service animal.

4. CLOSURE

- 4.1 The Director of Operations or designate may, at any time and at his or her discretion, temporarily or permanently close to the public a facility, park, a portion of a park or building due to inclement weather or other circumstances deemed appropriate by the Director of Operations. Where the Director of Operations has temporarily or permanently closed to the public a facility, park, trails, stairs, a portion of a park or a building in a park, no person shall remain in or enter the closed area.

5. CONSERVATION

- 5.1 No person shall cut or remove any wood, turf, grass, soil, rock, sand, or gravel in any such park except by the authority of the Council.
- 5.2 No person shall wilfully remove, deface, or otherwise damage any of the gates, lock, bolts or fences of the parks or any of the seats or benches, buildings or other property or equipment placed by the Council in any park for the accommodation of the public or any other town property contained in any park.
- 5.3 No person shall walk on any part of any park property where warned by signs not to do so.

6. ENFORCEMENT

- 6.1 Goderich's Municipal Law Enforcement Officer or designate shall enforce all sections of this by-law.
- 6.2 This by-law shall be enforced by Provincial Offences Officer(s) designated under the Smoke-Free Ontario Act, By-Law Enforcement Officer, Police Officer, or any other person appointed by Council to enforce the by-laws of the County of Huron.

7. EXEMPTIONS

- 7.1 The provisions of this by-law shall not apply to the Town of Goderich or its agents, employees or contractors during the course of performing their duties in relation to Park construction, maintenance or other necessary activities.
- 7.2 The provisions of this by-law shall not apply to bona fide emergency service providers.

8. FEES

8.1 The Town may require the payment of a fee by a person desiring to enter into any park or facility. If a park or facility has been closed for a municipally significant event, authorized by Council, then admission to a park or facility must be provided by the person in the form of a ticket or a wrist ban. If a ticket or wrist ban has not been purchased in advance, a person wishing to gain access to the closed park or facility, may purchase said ticket or wrist ban from a person duly authorized by Council.

9. GENERAL

9.1 No person shall engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behaviour in a park, facility or adjacent parking lot.

9.2 No person shall engage in any activity so as to interfere with or become a nuisance to the general public using the park or facility.

9.3 In addition to the prohibitions in Smoke-Free Ontario Act, 2017 (SFOA, 2017), no person shall smoke, vape or hold lighted tobacco or cannabis or related inhalation products in any form in a park, sports field, facility or the Town's waterfront.

9.4 In accordance with the Smoke-Free Ontario Act, 2017, exceptions can be made for the traditional, ceremonial use of tobacco by Aboriginal persons in appropriately designated spaces.

9.5 Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

9.6 No person shall use a generator or other such devices that are powered by gas, diesel, propane or any other fuel in any park.

10. HOURS OF OPERATION

10.1 No person shall:

- a) Remain in or enter into any park between the hours of 11 PM and 6 AM except as a participant or spectator of a function approved by Council;
- b) Remain in the park upon completion of an activity as a participant or spectator of any function between the hours of 11 PM and 6 AM; or
- c) Enter any place where a sign prohibiting admittance or trespassing is displayed or where admission is otherwise prohibited or restricted.

11. OFFENCES AND PENALTIES

11.1 Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as amended.

11.2 Where a person has been convicted of an offence under this by-law,

- The Ontario Court of Justice; or
- Any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed towards the continuation of repetition of the offence.

Every person who acts in contravention of this by-law so as to cause the Municipality to incur costs due to his or her actions shall, in addition to any penalty provided for herein, be liable to the Municipality for all expenses incurred for the purpose of repairing or replacing damaged property or removing unauthorized materials, and such expenses may be recovered by court action or in a like manner as municipal taxes.

12. PAVILLION RESERVATION FORM (RENTAL AGREEMENT)

- 12.1 A person desiring to reserve a park or facility for an activity or other use for which a Pavilion Reservation Form (Rental Agreement) is required under this By-Law shall follow the established booking procedure by contacting Town Hall Administration staff in advance of the proposed activity or use, and by completing a Pavilion Reservation Form, a copy of which is attached to this By-Law, and by paying the prescribed rental fee set out in the Town's Fee By-Law, that is subject to change from time to time.
- 12.2 Every person shall comply with the conditions of the Pavilion Reservation Form issued for use of a park or facility. The Director of Operations or designate may revoke the permit of any person or group who fails to comply with the terms and conditions of the Pavilion Reservation Form or violates any provision of this By-Law or other municipal by-law or policy or provincial or federal laws and regulations.
- 12.3 The issuance of a Pavilion Reservation Form shall not relieve any person from complying with all applicable municipal, provincial and federal laws and regulations in force from time to time, including any requirement to possess an additional license or Pavilion Reservation Form in respect of the activity upon or use of a park or facility permitted by the Pavilion Reservation Form.

13. POLLUTION

- 13.1 No person shall, in a park or facility:
- a) Leave or deposit any waste, except in a receptacle provided for that purpose;
 - b) Deposit or strew any refuse, waste paper, wrapper, container, garbage (household or otherwise);
 - c) Deposit or leave any paint, grease, oil or any hazardous material that has an odour or appearance found to be offensive by users;
 - d) Undertake any maintenance activities or alter existing grounds or facilities unless authorized to do so by the Director of Operations, or designate; or
 - e) Discharge, dump or leave any construction material, earth, dirt, rock, snow, stone or any other materials in a park, facility, or in any ravine, slope, or other land access way to a park except with the written consent of the Director of Operations.

14. PROHIBITIONS

- 14.1 No person shall in any park make or kindle any open fire for any purpose in any such park except in such places provided therefor.
- 14.2 No person shall in any park carry or discharge any firearm (including airguns, pellet guns of any description) or bows and arrows.
- 14.3 No person shall in any park set off any fireworks in any park unless during an organized firework display, which conforms to the Safety Standards, laid down for such events; and then only after permission has been given in writing by the Council.
- 14.4 No person shall in any park sell or offer for sale or expose any merchandise, or other articles or anything for immediate or future delivery, or any art, skill, or service to be exercised or performed immediately or in the future, without the written consent of the Council.
- 14.5 No person shall in any park practice, carry on, conduct or solicit for any trade.
- 14.6 No person shall in any park play or engage in any team game except in those parks or parts of parks set apart for that purpose.

- 14.7 No person shall in any park distribute or post any handbills or circulars without the written consent of the Council.
- 14.8 No person shall in any park play golf or drive any golf ball.
- 14.9 No person shall sleep on a picnic table or on the ground, erect any tent or park a trailer of any type or recreational vehicle (RV) of any kind, in any park or recreation area for overnight accommodation unless duly authorized by Council. RV's or Trailers of any type are prohibited at the Waterfront and in C7-1 zones (former Canadian Pacific Lands, now owned by the Town of Goderich).
- 14.10 No person shall use the Performance Stage at Courthouse Park or the Band Shell in Lions Harbour Park without first checking with the Town's Special Events Coordinator to ascertain if any other group or person has previously arranged for use of these facilities.
- 14.11 No person shall in any park post signs of any kind, printed or otherwise, on fences, trees, lamp standards, poles, buildings, structures, electrical transmission units, benches, picnic tables, flower planters, or equipment of any kind in any park.
- 14.12 No person shall in any park use any underwater spear or shooting device in any bathing beach or waters adjacent thereto.
- 14.13 No person shall in any park operate any type of boat (power or sail) or a surfboard or windsurfing board within 30 metres of any area designated as a swimming area unless duly authorized by Council.
- 14.14 No person shall in any Park moor, park, anchor or leave any type of boat (power or sail) inside any area designated as a swimming area unless duly authorized by Council.
- 14.15 No person shall, in the Courthouse Square, Lions Harbour Park or Victoria Park, hold any event or make any loud noise between the hours of 11 PM and 8 AM the next day.
- 14.16 No person shall use a public address system or other device or equipment for amplifying sounds in a park or recreation area unless authorized by the Town; and
- 14.17 No person shall allow a hot air balloon to land or take off from a park, except in emergency situations only or without prior approval from Council;

15. SIGNS

- 15.1 The Council is authorized to place or erect and to maintain such official signs as are required to give effect to the provision of this by-law or as required to warn or guide the public for reasons of safety.

16. VEHICLES (MOTORIZED)

- 16.1 No person shall drive or ride or be in the care or control of any vehicle on any area, roadway or path in any park, which is not intended to be used for such purpose, or which has any sign showing that such roadway or path intended to be used for vehicular traffic in any other direction than that indicated by the signs placed thereon by the Council.
- 16.2 No person shall drive or operate any snowmobile or other motorized snow vehicle in any park without prior permission, in writing, from the Council with the exception of Optimist Park where snowmobiles shall be authorized to use the travelled portion of the roadway.
- 16.3 No person shall stand any vehicle upon any part of any road, driveway or parking lot in any park in such a manner as to cause congestion to traffic or in any other way cause any obstruction of such road or driveway.
- 16.4 No person shall park any vehicle in any park except in areas designated for parking purposes.

EXCEPTION: Vendors of the Farmers' Market shall be permitted to park on the grass in

Courthouse Park in the area approved by the Director of Operations.

- 16.5 No person shall park overnight in any park unless permission has been granted by Council or, in any emergency approval has been given by the Detachment Commander of the OPP or designate. Except that cars and trucks rated smaller than 1 ton may park in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot overnight, however, no person shall park a vehicle in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot for a period longer than 24 hours.
- 16.6 No person shall use any part of a park for the purpose of washing, cleaning, polishing, servicing, maintaining any vehicle or, except in the event of an emergency, repair any vehicle.
- 16.7 Speed limit in parks shall be 30 km per hour except the continuation of north Harbour Road that is located on the North Wharf shall be 50 km per hour and signs shall be posted at the entrances indicating this limit.
- 16.8 Clauses 16.1, 16.2, 16.3, 16.4 and 16.9 do not apply to vehicles transporting materials for use by the Parks or Public Works employees; police, fire, or ambulance vehicles when being operated in accordance with those duties, or in an emergency, to any other vehicles.
- 16.9 All motorized vehicles, excluding emergency vehicles, are prohibited from that area of park known as Main Beach, St. Christopher's Beach & the Cove which is located from the toe of the slope in the east, the water's edge in the west, the limit of the Town of Goderich.
- 16.10 No person shall, in any parking space that is designated by signs as being reserved for a disabled person's vehicle park any vehicle except a disabled person's vehicle.
- 16.11 The operator of a vehicle in any park shall ensure that no excessive or unusual noise is caused at any time by the vehicle.
- 16.12 No person shall park in any space that is designated by sign(s) as being reserved for vehicles using the Town boat launching ramps without purchasing and displaying a valid ramp use permit.
- 16.13 No person, other than a person authorized to do so, shall park in any space in the Town Hall parking lot that is designated by signs as being reserved.
- 16.14 No person shall drive, ride or operate a vehicle in violation of posted signs in any municipal park.
- 16.15 No person shall park at any parking space in such a manner as to obstruct the use of any adjoining parking space, or, where there are markings for any such parking space, in any manner not in conformity with the same in a park or at the Town's Waterfront.
- 16.16 There is no alcohol allowed in any parks, recreational areas, sports fields, waterfront pursuant to the Municipal Alcohol Policy, unless duly authorized by Council.
17. If a provision of this by-law conflicts with an Act or a Regulation, the provision that is most Restrictive shall prevail.
18. That By-Law No. 76 of 1989 and all other by-laws and resolutions inconsistent with this by-law are hereby repealed.

19. SHORT TITLE

- 19.1 This by-law may be referred to as the "Parks and Facilities By-Law".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 12th DAY OF AUGUST, 2019.

MAYOR, John C. Grace

CLERK, Janice Hallahan

**THE CORPORATION OF THE TOWN OF GODERICH
PART 1 PROVINCIAL OFFENCES ACT**

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OF DEFINING OFFENCE	COLUMN 3 SET FINE
1.	Permit an animal to run at large in park or facility, except in designated area	Section 3.2	\$100.00
2.	Permit an animal in any other area posted to prohibit the same	Section 3.3	\$100.00
3.	Allow a domestic animal on the beach, boardwalk or park	Section 3.4	\$100.00
4.	Allow a domestic animal to disturb, injure or damage	Section 3.5	\$100.00
5.	Ride a horse in a park, beach or prohibited area	Section 3.6	\$100.00
6.	Enter or remain in temporary or closed facility, park or building	Section 4.1	\$100.00
7.	Cut or remove wood or other material in parks	Section 5.1	\$50.00
8.	Remove, damage or deface any building, equipment or property of the Municipality	Section 5.2	\$150.00
9.	Walk in sections of park where prohibited	Section 5.3	\$25.00
10.	Unlawfully engage in abusive or threatening language or disorderly conduct	Section 9.1	\$150.00
11.	Unlawfully engage in an activity interfering with general use of park	Section 9.2	\$150.00
12.	Smoke, vape or hold any lit tobacco or cannabis in a park or facility	Section 9.3	\$150.00
13.	Use a generator or other such fuel powered device in a park	Section 9.6	\$100.00
14.	Remain in or enter a park between 11 PM and 6 AM	Section 10.1 a)	\$100.00
15.	Enter a park or facility where admission is prohibited or restricted	Section 10.1 c)	\$100.00
16.	Fail to deposit waste and food in a receptacle	Section 13.1 a)	\$150.00
17.	Deposit household waste in park	Section 13.1 b)	\$150.00

18.	Deposit, dump or discharge hazardous materials in a park or on an access way to park	Section 13.1 c)	\$150.00
19.	Start fire in park except where permitted	Section 14.1	\$100.00
20.	Carry any firearm or bow and arrows in a park	Section 14.2	\$125.00
21.	Set off fireworks in a park without written permission	Section 14.3	\$100.00
22.	Sell or market any merchandise in a park without written permission	Section 14.4	\$50.00
23.	Practice any trade in a park	Section 14.5	\$50.00
24.	Play team game in area not set apart for that purpose	Section 14.6	\$25.00
25.	Distribute hand bills without written permission	Section 14.7	\$25.00
26.	Hit golf balls in park	Section 14.8	\$25.00
27.	Sleep on picnic table/ground, erect tent, park trailer or RV in any park overnight	Section 14.9	\$50.00
28.	Use Performance Stage and Band shell without permission	Section 14.10	\$25.00
29.	Post signs in a park	Section 14.11	\$25.00
30.	Use underwater spear in beach or waters adjacent	Section 14.12	\$50.00
31.	Operate boat or surf board within 30 m of designated swim area unless duly authorized	Section 14.13	\$50.00
32.	Park boat in designated swim area	Section 14.14	\$50.00
33.	Hold event or make noise between 11 PM and 8 AM in Courthouse Square, Lions Harbour or Victoria Park	Section 14.15	\$50.00
34.	Use public address system or amplified sounds in park	Section 14.16	\$50.00
35.	Land or take off with hot air balloon from a park unless duly authorized	Section 14.17	\$50.00
36.	Drive vehicle in a prohibited area in a park	Section 16.1	\$50.00
37.	Operate motorized snow vehicle in park	Section 16.2	\$50.00

	without permission		
38.	Clean, maintain or repair vehicle in park	Section 16.3	\$25.00
39.	Operate vehicle in park as to cause excessive noise	Section 16.11	\$50.00
40.	No person shall drive, ride or operate a vehicle in violation of posted signs in any municipal park	Section 16.12	\$100.00

The penalty for the offence indicated above is in Section 11 of By-Law No. 86 of 2019, as amended, copy of which has been filed.

NOTE: The general penalty provision for the offences listed above is 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33

Memo

To: Mayor Grace and Members of Council
From: Sean Thomas, Director of Operations
Date: August 20, 2020
Re: Parks and Facilities By-Law

PURPOSE

To establish The Parks and Facilities By-Law and rescind the Parks Use By-Law #76 of 1989.

RECOMMENDATION

- 1) That Goderich Town Council hereby directs staff to bring By-Law #97 of 2020 forward for adoption to the September 8th Council Meeting.
- 2) And Further That By-Law #76 of 1989 be rescinded.

BACKGROUND

A draft Parks and Facilities By-Law was circulated to Council in 2019. During a recent review of the draft, staff suggest the following additions to the draft By-Law:

- Part 1 – Definitions: Additions of terms including:
 - “Barbeque”
 - “Camping”
 - “Drug Paraphernalia”
 - “Firearm”
 - “Littering”
 - “Loiter”
 - “Waste”
 - “Municipal Law Enforcement Officer”
- Article 3 – Animals: Addition of the following clauses
 - Clause requiring immediate lawful removal and disposal of any feces

- Prohibition of animals in certain areas of the waterfront unless such animal is a service animal
- Article 4 – Closure: Additions made to this section provide our Municipal Enforcement Officers with a broader range of offences to regulate and enforce. These additions include the following:
 - Parks shall be deemed closed between the hours of 11 pm of one day and 6 am of the next day.
 - Authorization for the Director of Operations or his/her designate to close, temporarily or permanently, a park to the public and to notify the Head of Council and Chief Administrative Officer of such closure
 - Prohibition of persons from entering a closed park
 - Prohibition of persons from climbing, walking or sitting on Town maintained walls, fences, buildings, structures
 - Prohibition of obstruction to access
 - Prohibition of parking any vehicle in the designated parking area of a park, beach or public place or on a road access to same, between the hours of 11 pm of one day and 6 am of the next day;
 - Prohibition of launching or landing any motorized vessel from any public beach unless by means of a facility provided for such a purpose.
- Article 5 – Conservation: Amendments to this section expand on the prohibitions regarding human interference with vegetation, water, soil, animals and minerals. Such amendments include the following provisions:
 - Vegetation - No person shall cut, break, burn, injure, foul, move, disrupt, remove, pollute, mark, inscribe, paint, deface, mutilate, or otherwise destroy or damage any tree, shrub, plant, turf, flower, or any natural or cultivated vegetation in any park, beach, waterfront, or public place or remove any wood, turf, grass, soil, rock, sand, or gravel in any such park except by the authority of the Council.
 - Water - No person shall in any way foul, pollute, or divert any fountain, pool, lake, reservoir, stream, river or sea.
 - Soil – No person shall in any way foul, pollute, remove, or alter any soil, dirt, sand, or similar material in any park, beach, or public place.
 - Animals – No person shall molest, disturb, frighten, injure, kill, catch, trap or ensnare any bird or animal.
 - Minerals – No person shall paint, or otherwise deface or mutilate any rock within or in view of any public place or highway.

- Article 10 – General: Additional clauses include:
 - Prohibiting the possession of drug paraphernalia and outlining consequences thereof
 - Prohibiting public indecency including urination, defecation, nudity and intoxication while within or in view of a public place
 - Prohibiting smoking and vaping in any park, sports field, facility or the Town’s waterfront
- Article 13 – Removal of Persons: The addition of this Article allows Municipal Law Enforcement Officers to order a person to leave a public place or Park.
- Article 14 – Assemblies and Special Events: The addition of this Article provides Municipal Law Enforcement Officers with the ability to disassemble large gatherings of persons.
- Article 17 – Barbeques: Clauses regulating the location, use, and maintenance of barbeques.
- Article 18 – Prohibitions: Additional prohibitions have been added including:
 - Possession of firearms
 - Golf strikes or drives
 - Camping
 - The erection of any temporary or permanent tent, tarp, or shelter of any kind, or park a trailer of any type or recreational vehicle (RV) of any kind, in any park or recreation area
 - Special events requiring the use of large shade tents without a permit
 - Loitering in public washrooms

When taken together, these amendments provide the Town’s Municipal Enforcement Officers with greater means of ensuring the safe use of the Town’s Parks, Facilities and Public Spaces. Expanded and more defined prohibitions also allow our Municipal Enforcement Officers a greater range of offences with which to regulate the use and enjoyment of the Town’s Parks, Facilities and Public Spaces.

Set Fines

In addition to the above amendments, set fines have increased significantly. These fines will provide a meaningful deterrent to offenders.

A red-lined version of the draft Parks and Facilities By-Law is attached which shows in detail the amendments made to the previous draft.

Respectfully submitted,



Memo reviewed by:

Janice Hallahan	Chief Administrative Officer
Andrea Fisher	Clerk/Planning Coordinator

DRAFT



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. ~~XX98~~ OF ~~2019~~2020

A BY-LAW TO REGULATE AND TO PROMOTE RESPONSIBLE ENJOYMENT AND
USE OF MUNICIPAL PARKS AND FACILITIES IN THE TOWN OF GODERICH

WHEREAS pursuant to the provisions contained in Section 11 of the Municipal Act 2001, c. 25 provides that a municipality may pass by-laws respecting matters within the sphere of jurisdiction of culture, parks, recreation and heritage;

AND WHEREAS the Council of the Corporation of the Town of Goderich considers it appropriate to pass such a by-law to regulate and control the use of public parks and facilities;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. DEFINITIONS

“Barbeque” means an appliance using a portable gas cylinder or ~~fixed device~~ charcoal, wood, or other solid-fuel, including a hibachi, a permanent structure designed and intended solely for the cooking of food in the open air and other similar designs intended for the cooking of food in the open air.

“Boat” means any craft or ship (wind or sail) which is propelled on the water by any mechanical or manual means.

“Camping” means to camp, lodge, or otherwise encamp with or without a tent or other form of shelter anytime, and shall include taking up temporary or permanent abode.

“Council” shall mean the Town Council for the Town of Goderich.

"Designated Swimming Area" shall mean any area of water marked off by the Town of Goderich for public swimming.

~~"Disabled Person" means anyone who is unable to walk unassisted more than 200 meters (218 yards) without serious difficulty or danger to safety or health, and is certified as such by a licensed physician, physiotherapist or occupational therapist as meeting the above eligibility requirements.~~

"Disabled Person" means a person who has a physical or mental condition that limits movement, senses or activities.

"Disabled Person's Vehicle" means any vehicle operated by a disabled person; a vehicle in which a disabled person is a passenger; or a vehicle which is used to transport a disabled person and in which a valid disabled person's parking permit is displayed.

“Drug Paraphernalia” – means any good, products, equipment, things, or materials of any kind primarily used or intended to be primarily used to produce, process, package, store, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance as defined in Schedules I,

II, or III of the Controlled Drugs and Substances Act (R.S.C. 1996, c.19) as may be amended from time to time.

“Firearm” means a barrelled weapon from which any shot, bullet or other projectile can be discharged and is capable of causing serious bodily injury or death and includes air guns, spring guns, pellet guns, or paintball guns and includes possessing any bows or arrows or discharging of arrows.

“Littering” means the discharge of litter, refuse, garbage or waste.

“Loiter” means to linger, stand around, idle, hangout, or similar action.

“Municipal Law Enforcement Officer” means a person that has been duly authorized by Council to enforce all municipal by-laws and includes any Police Officer appointed pursuant to the Police Services Act.

“Motorized Vehicle” and shall also include any off road vehicle, e-bike or any other vehicle propelled or driven by means other than muscular power but does not include a wheelchair or device used to assist persons with disabilities.

"Overnight Parking" shall mean between the hours of 11 PM and 6 AM local time.

"Parking Area" shall mean land that is physically laid out and/or improved for the parking of vehicles, and that may or may not be designated by an official sign for such purposes.

“Parking permit” means a disabled person parking permit issued under the Highway Traffic Act a permit, number plate or other marker or device issued by another jurisdiction and recognized under the Act.

“Parks

“Park” shall ~~now~~ mean a playground, recreational area (including but not limited to Courthouse Square and Maitland Woods), playing field, ball diamonds and sports field (i.e. Bannister Park), waterfront within the Town of Goderich’s jurisdiction, and all built structures and features contained within ~~the parks~~such parks, including but not limited to: washrooms, storage buildings, playgrounds, splash pads, gardens, pedestrian ~~walkway~~walkways or any other area owned, leased or used by the Corporation of the Town of Goderich and devoted to active or passive recreation and includes any lane or walkway, stairs or public parking area leading thereto.

“Pavilion Reservation Form” shall mean an agreement between a person or group(s) and the Corporation of the Town of Goderich authorizing the use of and activity in a park or facility as required under this By-Law.

“Person” means any individual, association, firm, partnership, corporation, agent or trustee and the heirs, executors, or other legal representatives of a person to whom the context can apply according to law.

"Posted Area" shall mean an area where any sign or other device is placed or erected in or upon any area in a park under the authority of this by-law, relating to the portion of the park set forth upon the sign or other device.

“Recreational Area” shall mean land that is designed, constructed and designated for recreational activities such as bird watching, bike riding or hiking.

"Roadway" or "Path" shall be construed to mean any travelled portion maintained for vehicle use by the general public, and without limiting the generality of the foregoing including those areas maintained for parking of vehicles of the general public, except where posted as a service road for Parks vehicles only.

“Service Animal” means an animal trained by a recognized school for service for a person with a disability. An animal is considered a service animal if it is readily apparent that the animal is used by a person for reasons relating to his or her disability, such as wearing a harness or vest.

“Smoke or Smoking” and/or “Vaping” means smoking or holding of lighted tobacco; lighted cannabis; lighted, heated or otherwise activated smoking/vaping equipment in any form (including, but not limited to hookahs, waterpipes, pipes, e-cigarettes, or any other devices).

“Splash Pad” means any splash pad under the jurisdiction of the Corporation of the Town of Goderich.

“Sports Field” means an area in a park set aside for sport use (e.g. Bannister Park), such as baseball, soccer, football and cricket, requiring an open field space.

“Tent” means any portable temporary shelter or dwelling that is designed using canvas, plastic, nylon or the like, supported by one or more poles of a frame and often secured in or to the ground.

“Waste” “Town” means the Corporation of the Town of Goderich.

“Vessel” means any ship, boat, jet ski, or other motorized marine vessel.

“Waste” means all domestic and commercial waste or refuse including but not limited to waste or refuse originating from a motor vehicle, dwelling, trailer, vessel, building, commercial establishment, or person and shall be used interchangeably with the words rubbish, litter, trash, debris and garbage.

“Waterfront” shall mean that area of the Town of Goderich between the top of the slope and the water’s edge which is located to the South of the North edge of the South Pier and to the south limit of the Corporation of the Town of Goderich. It will also include all beach pavilions (Main Beach building, Pavilion 2, Pavilion 3 and Rotary Cove), walkways, playgrounds, and any other built environment or feature associated with the beach.

2. INTERPRETATION

- 2.1. In this By-Law, a word interpreted in the singular number has a corresponding meaning when used in the plural.
- 2.2. The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

3. MUNICIPAL ENFORCEMENT OFFICER

3.1. A Municipal Enforcement Officer is authorized and empowered by Council to inspect, compel, and require that all the regulations and provisions prescribed in this By-law are carried out.

3.2. No person shall unreasonably obstruct or prevent a Municipal Enforcement Officer from carrying out his or her duties as prescribed in this By-Law.

3.4. ANIMALS

3.1.4.1. The regulations for the care and control of animals in municipal parks shall be as per the Town of Goderich Animal Control By-Law, as may be amended.

3.2.4.2. No person being the owner or having care and custody of a domestic animal shall permit such animal to run at large in any park or facility, except in a designated area.

3.3.4.3. No person being the owner or having care and custody of a domestic animal shall permit such animal to enter a designated swimming area, splash pad, garden, playground, sports field, baseball diamond, facility or any other area posted to prohibit same.

3.4.4.4. No person shall allow a domestic animal to be on any beach, boardwalk and park, except in a designated area.

3.5.4.5. No person being the owner or having care and custody of a domestic animal shall allow it to disturb the enjoyment of any person, or to cause injury or damage to any person, other animals or property.

4.6. While in any park, every owner or person having care and control of a domestic animal shall immediately remove and lawfully dispose of any feces left by the animal.

3.6.4.7. No person shall ride a horse in a park, on the beach or prohibited area.

3.7.4.8. Subsections 3.3 and 3.4 shall not apply to a person with a service animal.

4.5. CLOSURE

5.1. All Parks shall be deemed closed between the hours of 11 pm of one day and 6 am of the next day.

4.1.5.2. The Director of Operations or designate may, at any time and at his or her discretion, temporarily or permanently close to the public a facility, park, a portion of a park or building due to inclement weather or other circumstances deemed appropriate by the Director of Operations. Where the Director of Operations has temporarily or permanently closed to the public a facility, park, trails, stairs, a portion of a park or a building in a park, no person shall remain in or enter the closed area. Once able, the Director of Operations or designate shall notify the Head of Council and the Chief Administrative Officer of the Town of any such closures.

5.3. No person shall:

5.3.1. Enter, loiter, go camping or be within a park while it is closed;

5.3.2. Climb, walk, or sit upon any Town-owned or maintained wall, fence, building, structure, tower, or planter unless it is provided for that purpose and open for public use;

5.3.3. Obstruct access to any person or vehicle on or to a public place or park;

5.3.4. Interfere with, obstruct, or otherwise disturb any person in a public place or park;

5.3.5. Enter onto a park, public place, or any Town owned building, structure, or property where prohibited by signage;

5.3.6. Park any vehicle in the designated parking area of a park, beach or public place or on a road access to same, between the hours of 11 pm of one day and 6 am of the next day;

5.3.7. Launch or land any motorized vessel from any public beach unless by means of a facility provided for such a purpose.

5.6. CONSERVATION

5.1.6.1. ~~No person shall cut or~~ **Vegetation** - No person shall cut, break, burn, injure, foul, move, disrupt, remove, pollute, mark, inscribe, paint, deface, mutilate, or otherwise destroy or damage any tree, shrub, plant, turf, flower, or any natural or cultivated vegetation in any park, beach, waterfront, or public place, remove any wood, turf, grass, soil, rock, sand, or gravel in any such park except by the authority of the Council.

6.2. **Water** - No person shall in any way foul, pollute, or divert any fountain, pool, lake, reservoir, stream, river or sea.

6.3. **Soil** – No person shall in any way foul, pollute, remove, or alter any soil, dirt, sand, or similar material in any park, beach, or public place.

6.4. **Animals** – No person shall molest, disturb, frighten, injure, kill, catch, trap or ensnare any bird or animal, wild or domestic.

6.5. **Minerals** – No person shall paint, or otherwise deface or mutilate any rock within or in view of any public place or highway.

5.2.6.6. No person shall wilfully remove, deface, or otherwise damage any of the gates, lock, bolts or fences of the parks or any of the seats or benches, buildings or other property or equipment placed by the Council in any park for the accommodation of the public or any other town property contained in any park.

5.3.6.7. No person shall walk on any part of any park property where warned by signs not to do so.

6.7. **ENFORCEMENT**

6.1.7.1. Goderich's Municipal Law Enforcement Officer or designate shall enforce all sections of this by-law.
~~by-law.~~

6.2.7.2. This by-law shall be enforced by Provincial Offences Officer(s) designated under the Smoke-Free Ontario Act, ~~By-Law~~Municipal Enforcement Officer, Police Officer, or any other person appointed by Council to enforce the by-laws of the County of Huron.

7.8. **EXEMPTIONS**

7.1.8.1. The provisions of this by-law shall not apply to the Town of Goderich or its agents, employees or contractors during the course of performing their duties in relation to Park construction, maintenance or other necessary activities.

7.2.8.2. ~~7.2~~ The provisions of this by-law shall not apply to bona fide emergency service providers.

8.9. **FEES**

8.1.9.1. The Town may require the payment of a fee by a person desiring to enter into any park or facility. If a park or facility has been closed for a municipally significant event, authorized by Council, then admission to a park or facility must be provided by the person in the form of a ticket or a wrist ban. If a ticket or wrist ban has not been purchased in advance, a person wishing to gain access to the closed park or facility, may purchase said ticket or wrist ban from a person duly authorized by Council.

9.10. **GENERAL**

9.1 **Noise**

No person shall engage in loud, boisterous, threatening, abusive, insulting or indecent language;
9.1.10.1. or engage in any disorderly conduct or behaviour in a park, facility or adjacent parking lot, which may disturb or tend to disturb the peace, quiet, rest, enjoyment, comfort and/or safety of persons in which such sound or noise or behaviour is received or displayed.

9.2.10.2. ~~9.2~~ No person shall engage in any activity so as to interfere with or become a nuisance to the general public using the park or facility.

Possession of Drug Paraphernalia

10.3. No person shall be in possession of drug paraphernalia in a public place.

10.4. Where any person is in possession of drug paraphernalia in contravention of Section 9.7 of this By-Law, such drug paraphernalia may be seized by the Municipal Law Enforcement Officer and transferred to the custody of a police officer.

Public Indecency

10.5. No person shall within or in view of a public place:

10.5.1. Urinate or defecate unless in a Town-owned facility provided for that purpose such as a Public Washroom facility;

10.5.2. be nude or unclothed; or

10.5.3. be intoxicated.

Smoking and Vaping

9.3,10.6. In addition to the prohibitions in Smoke-Free Ontario Act, 2017 (SFOA, 2017), no person shall smoke, vape or hold lighted tobacco or cannabis or related inhalation products in any form in a park, sports field, facility or the Town's waterfront.

9.4,10.7. In accordance with the Smoke-Free Ontario Act, 2017, exceptions can be made for the **traditional, ceremonial use of tobacco by Aboriginal persons in appropriately designated spaces.**

~~traditional, ceremonial use of tobacco by Aboriginal persons in appropriately designated spaces.~~

Other

9.5,10.8. Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

9.6,10.9. No person shall use a generator or other such devices that are powered by gas, diesel, propane or **any other fuel in any park.**

~~any other fuel in any park.~~

10.11. HOURS OF OPERATION

10.1,11.1. ~~10.1~~ No person shall:

10.1.1,11.1.1. Remain in or enter into any park between the hours of 11 PM and 6 AM except as a participant or spectator of a function approved by Council;

10.1.2,11.1.2. Remain in the park upon completion of an activity as a participant or spectator of any function between the hours of 11 PM and 6 AM; or

10.1.3,11.1.3. Enter any place where a sign prohibiting admittance or trespassing is displayed or where admission is otherwise prohibited or restricted.

11.12. OFFENCES AND PENALTIES

11.1,12.1. ~~11.1~~—Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine as provided for the Provincial Offences Act, R.S.O. 1990, Chapter P. 33, as amended.

11.2,12.2. Where a person has been convicted of an offence under this by-law,

- The Ontario Court of Justice; or
- Any court of competent jurisdiction thereafter may, in addition to any other penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence or the doing of any act or thing by the person convicted directed towards the continuation of repetition of the offence.

Every person who acts in contravention of this by-law so as to cause the Municipality to

incur costs due to his or her actions shall, in addition to any penalty provided for herein, be liable to the Municipality for all expenses incurred for the purpose of repairing or replacing damaged property or removing unauthorized materials, and such expenses may be recovered by court action or in a like manner as municipal taxes.

13. PAVILLION REMOVAL OF PERSONS

13.1. A Municipal Law Enforcement Officer may order a person to leave a public place or park if that person is:

13.1.1. Acting in contravention of this or any other By-Law;

13.1.2. Acting in contravention of a provincial or federal enactment; or

13.1.3. Causing a disturbance, nuisance, or breach of the peace.

13.2. Every person ordered to leave a public place or park by a Municipal Law Enforcement officer must proceed immediately to the nearest exit point.

13.3. No person who has been ordered to leave a public place by a Municipal Law Enforcement Officer shall re-enter or be within that public place or park within 24 hours of such an order.

14. ASSEMBLIES and SPECIAL EVENTS

14.1. No person shall organize, manage, promote or advertise an assembly or special event on Town-owned property, parks, public places, highways, or the waterfront without a Special Events Permit.

12.15. PAVILION RESERVATION FORM (RENTAL AGREEMENT)

12.1.15.1. 12.1—A person desiring to reserve a park or facility for an activity or other use for which a Pavilion Reservation Form (Rental Agreement) is required under this By-Law shall follow the established booking procedure by contacting Town Hall Administration staff in advance of the proposed activity or use, and by completing a Pavilion Reservation Form, a copy of which is attached to this By-Law, and by paying the prescribed rental fee set out in the Town’s Fee By-Law, that is subject to change from time to time.

12.2.15.2. 12.2—Every person shall comply with the conditions of the Pavilion Reservation Form issued for use of a park or facility. The Director of Operations or designate may revoke the permit of any person or group who fails to comply with the terms and conditions of the Pavilion Reservation Form or violates any provision of this By-Law or other municipal by-law or policy or provincial or federal laws and regulations.

12.3.15.3. 12.3—The issuance of a Pavilion Reservation Form shall not relieve any person from complying with all applicable municipal, provincial and federal laws and regulations in force from time to time, including any requirement to possess an additional license or Pavilion Reservation Form in respect of the activity upon or use of a park or facility permitted by the Pavilion Reservation Form.

13.16. POLLUTION

13.1.16.1. 13.1—No person shall, in a park or facility:

13.1.1.16.1.1. Throw down, drop, leave or otherwise deposit any waste, except in a receptacle provided by the Town or its agent for that purpose;

13.1.2.16.1.2. Throw down, drop, leave or otherwise deposit or strew any refuse, waste paper, wrapper, container, garbage (household or otherwise);

~~13.1.3.~~16.1.3. Deposit or otherwise leave any paint, grease, oil or any hazardous material that has an odour or appearance found to be offensive by users;

~~13.1.4.~~16.1.4. Undertake any maintenance activities or alter existing grounds or facilities unless authorized to do so by the Director of Operations, or designate; or

~~13.1.5.~~16.1.5. Drop, discharge, dump or otherwise leave any construction material, earth, dirt, rock, snow, stone or any other materials in a park, facility, or in any ravine, slope, or other land access way to a park except with the written consent of the Director of Operations.

17. BARBEQUES

17.1. While in a park, no person shall:

17.1.1. Use a Barbeque in any place other than the following signed locations:
(LIST LOCATIONS)

17.1.2. leave a Barbeque unsupervised.

17.1.3. leave a Barbeque without extinguishing the Barbeque and ensuring that any remaining embers or ashes are cold.

17.1.4. depose or dump the remaining embers or ashes from a Barbeque anywhere in a park except in a garbage receptacle provided for by the Town and only then when the remaining embers or ashes are cold.

17.1.5. depose or dump the remaining hot embers or ashes from a Barbeque in a garbage receptacle provided for by the Town.

14.18. PROHIBITIONS

~~14.1.~~18.1. ~~14.1~~—No person shall in any park make or kindle any open fire for any purpose in any such park except in such places provided therefor.

~~14.2~~—~~No person shall in any park carry or discharge any firearm (including airguns, pellet guns of any description) or bows and arrows.~~

~~14.3~~—

18.2. No person shall be in possession of or use any firearm; this prohibition shall not apply to a Police Officer, an employee of the Town, or such other persons that are providing authorized contractual services to the Town, while engaged in the performance of their duties.

~~14.2.~~18.3. No person shall in any park set off any fireworks in any park unless during an organized firework display, which conforms to the Safety Standards, laid down for such events; and then only after permission has been given in writing by the Council.

~~14.3.~~18.4. ~~14.4~~—No person shall in any park sell or offer for sale or expose any merchandise, or other articles or anything for immediate or future delivery, or any art, skill, or service to be exercised or performed immediately or in the future, without the written consent of the Council.

~~14.4.~~18.5. ~~14.5~~—No person shall in any park practice, carry on, conduct or solicit for any trade.

~~14.5.~~18.6. ~~14.6~~—No person shall in any park play or engage in any team game except in those parks or parts of parks set apart for that purpose.

18.7. ~~14.7~~—No person shall erect or operate an amusement device or inflatable device regulated pursuant to Technical Standards and Safety Act, 2000, Ontario Regulation 221/01 unless authorized by the Special Events Coordinator or delegate.

~~14.6.18.8.~~ No person shall in any park distribute or post any handbills or circulars without the written consent of the Council.

~~14.7.18.9.~~ ~~14.8~~—No person shall in any park play golf, strike or drive any golf ball, or use golf clubs or other like equipment.

~~18.10.~~ ~~14.9~~—No person shall ~~sleep on~~ be within a ~~picnic table~~ park or ~~on waterfront for the ground,~~ purpose of camping, except with the express written permission of Council.

~~14.8.18.11.~~ No person shall install or erect any temporary or permanent tent, tarp, or shelter of any kind, or park a trailer of any type or recreational vehicle (RV) of any kind, in any park or recreation area ~~for overnight accommodation~~ unless duly authorized by Council. RV's or Trailers of any type are prohibited at the Waterfront and in C7-1 zones (former Canadian Pacific Lands, now owned by the Town of Goderich).

~~14.10~~—
EXCEPTION: a tent commonly referred to as a pop up beach tent, sun shade, or canopy tent which has an area of no more than 10 square meters, intended to provide shelter during a sporting event or other park activities and such tent is open on one or more sides

~~18.12.~~ Special events requiring the use of shade tents larger than 10 sq. metres requires a permit from the Chief Building Official and be authorized by the Director of Operations. Permits are under the discretion of the Chief Building Official dependent on the duration and location of the tent.

~~14.9.18.13.~~ No person shall use the Performance Stage at Courthouse Park or the Band Shell in Lions Harbour Park without first checking with the Town's Special Events Coordinator to ascertain if any other group or person has previously arranged for use of these facilities.

~~14.10.18.14.~~ ~~14.11~~—No person shall in any park post signs of any kind, printed or otherwise, on fences, trees, lamp standards, poles, buildings, structures, electrical transmission units, benches, picnic tables, flower planters, or equipment of any kind in any park.

~~14.11.18.15.~~ ~~14.12~~—No person shall in any park use any underwater spear or shooting device in any bathing beach or waters adjacent thereto.

~~14.12.18.16.~~ ~~14.13~~—No person shall in any park operate any type of boat (power or sail) or a surfboard or windsurfing board within 30 metres of any area designated as a swimming area ~~unless duly authorized by Council, or within 50 metres from the shoreline, unless such area is specifically marked as a launch area.~~

~~14.13.18.17.~~ ~~14.14~~—No person shall in any Park moor, park, anchor or leave any type of boat (power or sail) inside any area designated as a swimming area unless duly authorized by Council.

~~14.14.18.18.~~ ~~14.15~~—No person shall, in the Courthouse Square, Lions Harbour Park or Victoria Park, hold any event or make any loud noise between the hours of 11 PM and 8 AM the next day.

~~18.19.~~ ~~14.16~~ No person shall loiter in any public washroom, change room, or conduct themselves in such a manner as to be objectionable to another person using, or in the vicinity of, said washroom or change room.

~~14.15.18.20.~~ No person shall use a public address system or other device or equipment for amplifying sounds in a park or recreation area unless authorized by the Town; and

~~14.16.18.21.~~ ~~14.17~~—No person shall allow a hot air balloon to land or take off from a park, except in emergency situations only or without prior approval from Council;

~~15.19.~~ **SIGNS**

~~15.1.19.1.~~ ~~15.1~~—The Council is authorized to place or erect and to maintain such official signs as are required to give effect to the provision of this by-law or as required to warn or guide the public for reasons of safety. No person shall contravene any rule, notice or regulation posted in a park on the authority of the Town and/or Council.

~~16.20.~~ VEHICLES (MOTORIZED)

~~16.1.20.1.~~ ~~16.1~~—No person shall drive or ride or be in the care or control of any vehicle on any area, roadway or path in any park, which is not intended to be used for such purpose, or which has any sign showing that such roadway or path intended to be used for vehicular traffic in any other direction than that indicated by the signs placed thereon by the Council.

~~16.2.20.2.~~ ~~16.2~~—No person shall drive or operate any snowmobile or other motorized snow vehicle in any park without prior permission, in writing, from the Council with the exception of Optimist Park where snowmobiles shall be authorized to use the travelled portion of the roadway.

~~16.3.20.3.~~ ~~16.3~~—No person shall stand any vehicle upon any part of any road, driveway or parking lot in any park in such a manner as to cause congestion to traffic or in any other way cause any obstruction of such road or driveway.

~~16.4.20.4.~~ ~~16.4~~—No person shall park any vehicle in any park except in areas designated for parking purposes.

~~EXCEPTION: Vendors of the Farmers' Market shall be permitted to park on the grass in Courthouse Park in the area approved by the Director of Operations.~~

~~16.5.20.5.~~ ~~16.5~~—No person shall park overnight in any park unless permission has been granted by Council or, in any emergency approval has been given by the Detachment Commander of the OPP or designate. Except that cars and trucks rated smaller than 1 ton may park in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot overnight, however, no person shall park a vehicle in the Lighthouse Street parking lot, the Livery parking lot and the Town Hall parking lot for a period longer than 24 hours.

~~16.6.20.6.~~ ~~16.6~~—No person shall use any part of a park for the purpose of washing, cleaning, polishing, servicing, maintaining any vehicle or, except in the event of an emergency, repair any vehicle.

~~16.7.20.7.~~ ~~16.7~~—Speed limit in parks shall be 30 km per hour except the continuation of north Harbour Road that is located on the North Wharf shall be 50 km per hour and signs shall be posted at the entrances indicating this limit.

~~16.8.20.8.~~ ~~16.8~~—Clauses 16.1, 16.2, 16.3, 16.4 and 16.9 do not apply to vehicles transporting materials for use by the Parks or Public Works employees; police, fire, or ambulance vehicles when being operated in accordance with those duties, or in an emergency, to any other vehicles.

~~16.9.20.9.~~ ~~16.9~~—All motorized vehicles, excluding emergency vehicles, are prohibited from that area of park known as Main Beach, St. Christopher's Beach & the Cove which is located from the toe of the slope in the east, the water's edge in the west, the limit of the Town of Goderich.

~~16.10.20.10.~~ ~~16.10~~—No person shall, in any parking space that is designated by signs as being reserved for a disabled person's vehicle park any vehicle except a disabled person's vehicle.

~~16.11.20.11.~~ ~~16.11~~—The operator of a vehicle in any park shall ensure that no excessive or unusual noise is caused at any time by the vehicle.

~~16.12.20.12.~~ ~~16.12~~—No person shall park in any space that is designated by sign(s) as being reserved for vehicles using the Town boat launching ramps without purchasing and displaying a valid ramp use permit.

~~16.13.20.13.~~ ~~16.13~~—No person, other than a person authorized to do so, shall park in any space in the Town Hall parking lot that is designated by signs as being reserved.

~~16.14.20.14.~~ ~~16.14~~—No person shall drive, ride or operate a vehicle in violation of posted signs in any municipal park.

~~16.15.20.15.~~ ~~16.15~~—No person shall park at any parking space in such a manner as to obstruct the use of any adjoining parking space, or, where there are markings for any such parking space, in any manner not in conformity with the same in a park or at the Town's Waterfront.

~~20.16.~~ ~~16.16~~ A Police Officer or Municipal Enforcement Officer upon discovery of any vehicle parked, stopped or standing in contravention of this By-Law may cause it to be moved or taken to and placed or stored in a suitable place and all costs and charges for removing, care, and storage thereof, if any, are a lien upon the vehicle which may be enforced in the manner provided by the *Repair and Storage Liens Act*, R.S.O. 1990, Chapter R.25, as amended.

~~16.16.20.17.~~ There is no alcohol allowed in any parks, recreational areas, sports fields, waterfront pursuant to the Municipal Alcohol Policy, unless duly authorized by Council.

~~20.18.~~ No person shall, while in a park, fail to follow the instructions of a Municipal Enforcement Officer when directed to do so, when such directions are in the interests of that persons, or other persons health or safety or for the protection or preservation of the park.

~~16.17.20.19.~~ If a provision of this by-law conflicts with an Act or a Regulation, the provision that is most Restrictive shall prevail.

~~17.21.~~ That By-Law No. 76 of 1989 and all other by-laws and resolutions inconsistent with this by-law are hereby repealed.

22. SEVERANCE

~~22.1.~~ If any portion of this By-Law is declared ultra vires by a court of competent jurisdiction, that portion shall be deemed to be severed from the By-Law to the intent that the remainder of the By-Law shall continue in full force and effect.

18.23. SHORT TITLE

~~18.1.23.1.~~ ~~19.1~~—This by-law may be referred to as the "Parks and Facilities By-Law".

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS ~~12th~~24th DAY OF AUGUST, ~~2019~~2020.

MAYOR, John C. Grace

CLERK, ~~Janice Hallahan~~Andrea Fisher

**THE CORPORATION OF THE TOWN OF GODERICH
PART 1 PROVINCIAL OFFENCES ACT**

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OF DEFINING OFFENCE	COLUMN 3 SET FINE
1. 1.	Permit an animal to run at large in park or facility, except in designated area	Section 34.2	\$100 <u>\$250.00</u>
2. 2.	Permit an animal in any other area posted to prohibit the same	Section 34.3	\$100 <u>250.00</u>
3. 3.	Allow a domestic animal on the beach, boardwalk or park	Section 34.4	\$100 <u>250.00</u>
4. 4.	Allow a domestic animal to disturb, injure or damage	Section 34.5	\$100 <u>400.00</u>
5.	Failure to remove or dispose of feces	Section 4.6	\$250.00
5-6.5.	Ride a horse in a park, beach or prohibited area	Section 3-64.7	\$100 <u>250.00</u>
6-7.6.	Enter or remain in temporary or closed facility, park or building	Section 4-15.2	\$100 <u>250.00</u>
8.	Camping in closed park	Section 5.3.1	\$250.00
9.	Climb, walk or sit on Town-owned or maintained property	Section 5.3.2	\$250.00
10.	Obstruct access to person or vehicle	Section 5.3.3	\$250.00
11.	Interference of person	Section 5.3.4	\$250.00
12.	Walk in sections of park where prohibited	Section 5.3.5	\$250.00
13.	Overnight parking	Section 5.3.6	\$250.00
14.	Launch or land motorized vehicle on beach	Section 5.3.7	\$250.00
7-15. 7.	Cut or remove <u>vegetation including</u> wood or other material in parks	Section 56.1	\$50 <u>250.00</u>
16.	Foul water	Section 6.2	\$250.00
17.	Pollute or remove soil	Section 6.3	\$250.00
18.	Disturb animals	Section 6.4	\$250.00
19.	Deface rocks	Section 6.5	\$250.00
8-20. 8.	Remove, damage or deface any building, equipment or property of the Municipality	Section 5-26.6	\$150 <u>400.00</u>
9.	Walk in sections of park where prohibited	Section 5.3	\$25.00
9-21. 10.	Unlawfully engage in	Section 910.1	\$150 <u>250.00</u>

	abusive or threatening language or disorderly conduct		
10.22. 11.	Unlawfully engage in an activity interfering with general use of park	Section 9 10.2	\$150 250.00
23.	<u>Possession of drug paraphernalia</u>	<u>Section 10.3</u>	<u>\$250.00</u>
24.	<u>Public Nudity</u>	<u>Section 10.5.2</u>	<u>\$250.00</u>
11.25. 12.	Smoke, vape or hold any lit tobacco or cannabis in a park or facility	Section 9.3	\$150 250.00
12.26. 13.	Use a generator or other such fuel powered device in a park	Section 10.9.6	\$100 250.00
14. 13.27.	Remain in or enter a park between 11 PM and 6 AM	Section 10 11.1-a).1	\$100 250.00
14.28. 15.	Enter a park or facility where admission is prohibited or restricted	Section 10 11.1-e).2	\$100 250.00
29.	<u>Organize, manage, promote or advertise an assembly or special event without a permit</u>	<u>Section 14.1</u>	<u>\$500.00</u>
15.30. 16.	Fail to deposit waste and food in a receptacle	Section 13 16.1-a).1	\$150 250.00
16.31. 17.	Deposit household waste in park	Section 13 16.1-b).2	\$150 250.00
17.32. 18.	Deposit, dump or discharge hazardous materials in a park or on an access way to park	Section 13 16.1-e).3	\$150 400.00
33.	<u>Use a barbeque in undesignated location</u>	<u>Section 17.1.1</u>	<u>\$250.00</u>
34.	<u>Leaving a barbeque unsupervised</u>	<u>Section 17.1.2</u>	<u>\$250.00</u>
35.	<u>Leaving a barbeque without extinguishing</u>	<u>Section 17.1.3</u>	<u>\$250.00</u>
36.	<u>Fail to depose cold embers or ashes properly</u>	<u>Section 17.1.4</u>	<u>\$250.00</u>
37.	<u>Dumping hot embers or ashes into garbage receptacle for Town</u>	<u>Section 17.1.5</u>	<u>\$400.00</u>
18.38. 19.	Start fire in park except where permitted	Section 14 18.1	\$100 250.00
19.39. 20.	Carry any firearm or bow and arrows in a park	Section 14 18.2	\$125 500.00
20.40. 21.	Set off fireworks in a park without written permission	Section 14 18.3	\$100 500.00

21.41. <u>22.</u>	Sell or market any merchandise in a park without written permission	Section 14.18.4	\$50 <u>250</u> .00
22.42. <u>23.</u>	Practice any trade in a park	Section 14.18.5	\$50 <u>250</u> .00
23.43. <u>24.</u>	Play team game in area not set apart for that purpose	Section 14.18.6	\$25 <u>250</u> .00
<u>44.</u>	<u>Erect or operate inflatable or amusement device</u>	<u>Section 18.7</u>	<u>\$250.00</u>
24.45. <u>25.</u>	Distribute hand bills without written permission	Section 14.7 <u>18.8</u>	\$25 <u>250</u> .00
25.46. <u>26.</u>	Hit golf balls in park	Section 14.8 <u>18.9</u>	\$25 <u>250</u> .00
<u>47.</u>	<u>Be within a park for purpose of camping</u>	<u>Section 18.10</u>	<u>\$250.00</u>
26.48. <u>27.</u>	Sleep on picnic table/ground. <u>Install or erect any temporary or permanent tent, tarp, shelter, or park a trailer or RV in any park overnight</u>	Section 14.9 <u>18.11</u>	\$50 <u>250</u> .00
<u>49.</u>	<u>Use of shade tent larger than 10 sq. metres without permit</u>	<u>Section 18.12</u>	<u>\$250.00</u>
27.50. <u>28.</u>	Use Performance Stage and Band shell without permission	Section 14.10 <u>18.13</u>	\$25 <u>250</u> .00
28.51. <u>29.</u>	Post signs in a park	Section 18.14.11	\$25 <u>250</u> .00
29.52. <u>30.</u>	Use underwater spear in beach or waters adjacent	Section 14.12 <u>18.15</u>	\$50 <u>250</u> .00
30.53. <u>31.</u>	Operate boat or surf board within 30 m of designated swim area unless duly authorized	Section 14.13 <u>18.16</u>	\$50 <u>250</u> .00
31.54. <u>32.</u>	Park boat in designated swim area	Section 14.14 <u>18.17</u>	\$50 <u>250</u> .00
32.55. <u>33.</u>	Hold event or make noise between 11 PM and 8 AM in Courthouse Square, Lions Harbour or Victoria Park	Section 14.15 <u>18.18</u>	\$50 <u>250</u> .00
<u>56.</u>	<u>Loitering in public washroom or objectionable conduct</u>	<u>Section 18.19</u>	<u>\$250.00</u>
33.57. <u>34.</u>	Use public address system or amplified sounds in park	Section 14.16 <u>18.20</u>	\$50 <u>250</u> .00
34.58. <u>35.</u>	Land or take off with hot air balloon from a park unless duly authorized	Section 14.17 <u>18.21</u>	\$50 <u>250</u> .00
35.59. <u>36.</u>	Drive vehicle in a prohibited area in a	Section 16 <u>20.1</u>	\$50 <u>250</u> .00

	park		
36-60. <u>37.</u>	Operate motorized snow vehicle in park without permission	Section 1620. 2	\$50 <u>250</u> .00
37-61. <u>38.</u>	Clean, maintain or repair vehicle in park	Section 1620. 3	\$25 <u>250</u> .00
38-62. <u>39.</u>	Operate vehicle in park as to cause excessive noise	Section 1620. 11	\$50 <u>250</u> .00
<u>63.</u>	<u>Park in space designated by signs as being reserved for vehicles using boat ramp</u>	<u>Section 20.12</u>	<u>\$250.00</u>
<u>64.</u>	<u>Park in reserved locations in Town Hall parking lot</u>	<u>Section 20.13</u>	<u>\$250.00</u>
39-65. <u>40.</u>	No person shall drive, ride or operate a vehicle in violation of posted signs in any municipal park	Section 1620. 12	\$100 <u>250</u> .00
<u>66.</u>	<u>Park in such a way as to obstruct use of parking space or not in conformity with markings</u>	<u>Section 20.15</u>	<u>\$250.00</u>

The penalty for the offence indicated above is in Section 11 of By-Law No. ~~8697~~ of ~~2019~~2020, as amended, copy of which has been filed.

NOTE: The general penalty provision for the offences listed above is 61 of the Provincial Offences Act, R.S.O. 1990, c. P. 33

Feedback on draft Parks Bylaw

Myles Murdock

August 18, 2020

General:

- I would check with Jenna re. a more appropriate font and size for this bylaw (see Tofino's bylaw). This would enable the public to read the bylaw with greater ease.
- Are people allowed to book a pavilion week after week?
- Need to review signage to reduce pollution (positioning, size, format, use more symbols instead of words)
- To more easily determine capacity, cut out grass along the road and replace with gravel. Install guideposts laced with cable/chain to control parking better. This will reduce confrontations with the public over parking and fines.
- Review parking for handicapped (number and location) and ensure that they can easily park, and exit and enter the vehicle safely.
- Rework the grassed areas and parking spaces at the Cove cul-de-sac and along the Wheel House septic bed. Trucks are driving over the low curbs. It is a driving bottleneck for all vehicles including emergency.

By Section:

1. "Municipal Law ..." should be Municipal Bylaw Enforcement Officer

"Noise" means any sound, continuous or non-continuous, which disturbs the peace, quiet, rest, enjoyment, comfort and/or convenience of a person who receives such sound.

"Parking Area" addition: Grassed areas are not for parking. Note also that you may park in approved areas before the boardwalk.

"Parks" definition far too words and repetitive.

1. "Service Animal" can drop the second sentence
- 3.3 ...enter a designated swimming area *or a restricted area*, splash...
- 3.5 Add a sentence: Additionally, an owner or care-giver must the collect fecal matter and dispose of it properly in appropriate containers.
- 5.2 Change "accommodation" to "convenience or need"
- 6.1 Should read "Bylaw" not "Law"
- 9.5 Add "...10 sq. metres or 10' by 10'..."
Also, are we allowing shade/patio tents? How many?
Are we painting bubbles in the grass to denote group sizes? (Toronto parks)

Bylaw Draft Continued...

- 10.1.a I would like to see between the hours of 10 p.m. - 6 a.m. This excludes the skatepark which will close from dusk till 6 a.m.
- 13.1.a Add: Household waste is to be disposed of at your home.
- 14.1 Add: ...any open fire, including a barbeque, for...
- 14.3 Shorten: "No person shall set off fireworks in any park, residence, or street unless authorized by the Council."
- 14.? Other items: Public Decency (defecation, urination, intoxication), Nudity (if applicable), consumption of alcohol, drug paraphernalia, protection of flora and fauna and other natural resources, motor vehicle noise...

I am sure that I have overlooked some needed changes.

See you Monday.

FEEDBACK ON DRAFT PARKS BYLAW

1. DEFINITIONS

“Disabled Person” - this is what’s there now “means anyone who is unable to walk unassisted more than 200 meters (218yards) without serious difficulty or danger to safety or health, and is certified as such by a licensed physician, physiotherapist or occupational therapist as meeting the above eligibility requirements”

The actual definition that is approved provincially is “a person having a physical or mental condition that limits movement senses of activities”. That’s all you need. The way its written doesn’t take into account mental issues, blindness etc. The part that starts with “and is certified as such by a licensed physician.....” is meaningless and do we really want to start asking people this personal information?

“Municipal Law Enforcement Officer” - is this going be the official title of the new guys hired?

I think that the “Parks” definition might be better if it was split. There’s too much there and we also have “Recreational Area” and “Sports Field” listed. Each deserves its own special consideration and purpose.

3. ANIMALS

3.2 reads “No person being the owner or having care and custody of a domestic animal shall permit such animal to run at large in any park or facility, except in designated areas.” Does this include cats?

4. CLOSURE

Questions: Who is the DOO’s designate? Needs to be spelled out. Is Council notified....if so when? What’s the procedure for lifting of the closure? Who is responsible for notifying Council? Is there a written document?

6. ENFORCEMENT

This whole section is not specific enough in my opinion with respect to a procedure, communications and somewhere in here council should receive a regular report of the OPP/Bylaw report on each council agenda.

8. FEES

As is stands it makes no sense whatsoever. Needs a total rewrite for clarification and understanding.

9. GENERAL

9.1 – does this include urinating and defecating on our beach? We’ve experienced both. What about nudity?

9.4 – what about someone with medical license to smoke pot?

11. OFFENCES AND PENALTIES

I am assuming parking fine is paid at town hall? If a fine is not paid then what?

13. POLLUTION

13.1 a) Leave or deposit any waste, except in a receptacle provided for that purpose. What if someone places their garbage in their own bag that will not fit in the receptacle provided and leaves it beside the receptacle? This happens all the time at our waterfront.

14. PROHIBITIONS

14. 3 speaks to fireworks in parks. What about private residences?

14. 5 does this include pan-handling and busking?

14.9 “No person shall sleep on a picnic table or on the ground, erect any tent or park a trailer of any type or recreational vehicle (RV) of any kind in any park or recreation area for overnight accommodation unless authorized by Council. What would be an example of Council approving something like this?

14. 10 deals with no posting of signs around town on just about anything. What about garage sales, and lost/found pets?

14.13 deals with boats, boards. Should there be a fishing clause added to this category?

14. 17 – “No person shall allow a hot air balloon to land or take off from a park, except in an emergency situation only or without prior approval from Council. Give an example of using a hot air balloon in an emergency situation? If it’s an emergency would there be time to notify council?

Somewhere in here there should be a line or two about the special designation of the Cenotaph area of Courthouse Park.

16. VEHICLES (MOTORIZED)

16.3 - “No person shall stand any vehicle upon any part of any road, driveway or parking lot in any park in such a manner as to cause congestion to traffic or in any other way cause any obstruction of such road or driveway. Add “with the exception of emergency vehicles”

16. 5 – This is another one that is too wordy and should be split.

16.9 – Use the proper name of Rotary Cove

16.10 - this is a provincial law and should be worded to reflect that. Might also add that “the vehicle will be towed at the owner’s expense”

16.13, 16.14, 16.15 - these three all sound the same.

19. SHORT TITLE

Proposed is “Parks and Facilities By-Law” A more inclusive title would be “Parks, Facilities and Public Spaces By-law.”

Dear Council,

I will be away on vacation August 17th.

Following are my comments to be shared as a public document at that meeting.

Amendments/recommendations for Special Meeting to discuss;
Bylaw to Regular and Promote Responsible enjoyment of Municipal Parks and Facilities

- Items 31 through 33 inclusive – I feel are directly affect public safety.

♣ I feel the minimum charge should be \$ 150 for each of these itesm

For Item 13 “Pollution” ... I very strongly feel there should be another clause:

(f) No person shall urinate or defecate in any public space. Public washrooms are provided for this purpose.

- I strongly feel the minimum charge should be \$ 500.00

Sincerely,

Matt Hoy

By-laws

Stephen Tamming

1. Thank- you to those who worked on these by-laws.
2. 14.13 – This has been a concern of mine this past summer. I am wondering if we are going to use buoys next year to mark off the designated swimming area.
3. Section 14 - Should we add a prohibition about fishing in a designated swimming area.
4. Section 16 – should we have a section on designated parking spots for delivery vehicles etc.
5. Section on Fines - I believe we should have three fine levels - \$50, \$100, \$150. So all fines that are now at \$25 should be raised to \$50. The fine for \$125 should be raised to \$150. I say this because I have done some research and I have observed that no other municipality has a fine of \$25 dollars. In fact, the fines in Lambton shores are \$100 and \$150.

-----Original Message-----

From: MEU Info <meuinformation@gmail.com>

Sent: August 20, 2020 9:07 AM

To: Janice Hallahan <jhallahan@goderich.ca>; Sean Thomas <stthomas@goderich.ca>

Subject: Parks By-law

I went through the by-law it is good and solid the only thing is the set fines which need to be raised.

ITEMS 1/2/3- \$250.00

ITEM 4 - \$400.00

ITEMS 5/6/7 - \$250.00

ITEM 8 - \$400.00

ITEMS 9 TO 17 - \$250.00

ITEM 18 - \$400.00

ITEM 19 - \$250.00

ITEMS 20 & 21 - \$500.00

ITEMS 23 TO 40 - \$250.00

THESE FINES WILL REPRESENT A GOOD DETERRENT TO THE PUBLIC AND ARE IN LINE WITH THE TIMES.

Thanks Chief Menzie

If you change please send copy of the by-law changes when completed.



THE CORPORATION OF THE TOWN OF GODERICH BY-LAW NO. 95 OF 2020

BEING A BY-LAW TO REGULATE MATTERS RELATED TO THE HEALTH, SAFETY AND WELL-BEING OF THE INHABITANTS OF THE TOWN OF GODERICH PURSUANT TO PROVISIONS OF THE MUNICIPAL ACT, 2001 AND TO REPEAL BY-LAW 105 OF 2018

WHEREAS, Section 8 of the *Municipal Act*, 2001 provides that the power of a municipality under this or any other *Act* shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS, Section 10 of the *Municipal Act*, 2001, provides that a municipality may prohibit and regulate with respect to economic, social, and environmental well-being of the municipality; Health Safety and well-being of persons; Protection of persons and property and structures;

AND WHEREAS, pursuant to Section 128 of the *Municipal Act*, 2001, a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council are or could become or cause public nuisance;

AND WHEREAS this By-Law be referred to as the “Goderich Nuisance By-Law.”

NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

SECTION 1 – DEFINITIONS

In this by-law:

“Disturb the Peace” – means offensive acts to include but not limited to shouting, yelling including profanities, writing graffiti and profanities

“Lewd Activities” – means lustful and/or indecent acts

“Loitering” – means to hang about idly

“Nuisance” - means something or someone harmful, offensive, annoying or disagreeable.

“Nuisance Party” – means a social gathering on Premises within the Municipality and which, by reason of the conduct of the persons in attendance, results in any one or more of the following activities occurring so as to constitute a public nuisance whether occurring on neighbouring public or private property.

“Premises” means any public or private place in the Municipality, including but not limited to private property and or residences and or an area within the Town of Goderich, highwaays, parks, parking lots, yards appurtenant to a Building or Dwelling or vacant lands, but does not mean a Building or Dwelling.

“Public Health and Safety” – means the health and safety of residents and public of the Town of Goderich.

“Public Place” – includes a Highway, public park or other place in the Town to which the public has access as of right or by invitation and includes private property that is exposed to public view.

SECTION 2 – PROHIBITED MATTERS

No person shall disturb the Health and Safety of the Public within the Town of Goderich

- 2.1 No person shall disturb the peace by shouting or yelling including profanities within the Town of Goderich.
- 2.2 No person shall urinate or defecate in a public place.
- 2.3 No person shall commit lewd activities in a public place.
- 2.4 No person shall loiter on the streets or sidewalks or public place in the Town.
- 2.5 No person shall create a nuisance to residents of the Town.
- 2.6 No person shall lounge, loaf, loiter, sit or stand as an idler in any public place within the boundaries of the Town so as to obstruct the view and proper use thereof.
- 2.7 No person shall, in a public place, interfere with another person's use or enjoyment of the public place by using abusive or insulting language as a personal invective.
- 2.8 No person shall, on the premises within the Municipality conduct any activities so as to constitute a public nuisance whether occurring on neighbouring public or private property.
- 2.9 No person shall sell, furnish or distribute alcoholic beverages or controlled substances.
- 2.10 No person shall deposit refuse on public or private property.
- 2.11 No person shall have pedestrian traffic, or illegal parking that obstructs the free flow of traffic or could interfere with the ability to provide emergency services.
- 2.12 No person shall cause unreasonable noise, including loud music or shouting.
- 2.13 No person shall cause unlawful burning or fireworks.
- 2.14 No person shall cause public disturbances, including public brawls or public fights.
- 2.15 No person shall make use of or gain entry upon a roof not intended for such occupancy.
- 2.16 No person shall sponsor, conduct, continue, host, create, attend, allow, cause or permit a Nuisance party, and no person who individually or jointly with others, is an owner occupant, tenant, or who otherwise has rightful possession of or possessory control of any Premises, shall allow, cause or permit a Nuisance Party on said Premises under their possession or control.

SECTION 3 – ORDER TO DISCONTINUE ACTIVITY

- 3 Upon the order of the of The Ontario Provincial Police or his or her designate or the Municipal Law Enforcement Officer or his or her designate, a Nuisance Party shall cease and all persons not residing on the Premises shall leave the Premises where it is occurring.
- 3.1 An order under this section shall identify:
 - (a) the location of the land on which the contravention occurred;
 - (b) the reasonable particulars of the contravention of the By-law; and
 - (c) the date and time by which there must be compliance with the order.
- 3.2 An order under this section may be given verbally or may be served personally on the person to whom it is directed. If the order is given by regular mail to the last known address of that person, and if given by registered mail, it shall be deemed

to have been given on the third day after it is mailed. Service on a corporation can be affected by registered mail to the corporate mailing address.

- 3.3 No person shall fail to leave the Premises after having been directed to leave the Premises by an order to discontinue activity under this By-law.

SECTION 4 – PENALTY SECTION

- 4.1 Every person who contravenes any provision of this By-law is guilty of an offense and upon conviction is subject to a penalty as provided for in the Provincial Offences Act, R.S.O. 1990, c.P, 33. (See Set Fine Schedule appended hereto).

SECTION 5 -ENFORCEMENT

- 5.1 The following persons are appointed to enforce this by-law are and not limited to- Ontario Provincial Police, By-law (MLEO)/Provincial Offenses Officer, and or other individuals appointed by Council.
- 4.2 It is also an offence to obstruct an officer while trying to enforce the by-law in the course of their duties.

SECTION 6 – FORCE AND EFFECT

- 6.1 Should any section, clause or provision of this by-law be held by a court of competent jurisdiction to be invalid, the validity of the remainder of the by-law shall not be altered
- 6.2 This By-law to go into force upon the final passing thereof and approved by the Chief Judge of the Provincial Court.
- 6.3 That By-Law 105 of 2018 be hereby repealed.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
24th DAY OF AUGUST, 2020.**

MAYOR, John C. Grace

CLERK, Andrea Fisher

**The Corporation of the Town of Goderich
Public Nuisance By-law 95-2020
Set Fine Schedule**

1. Section 2.1 – Disturb the Peace – Set Fine \$350.00
2. Section 2.2 – Urinate or Defecate in Public Place – Set Fine \$350.00
3. Section 2.3 – Lewd Activities in a Public Place – Set Fine \$ 350.00
4. Section 2.4 - Loitering in Public Place – Set Fine \$250.00
5. Section 2.5 - Creating a Nuisance – Set Fine \$350.00
6. Section 5.2 – Obstruction of an officer - Set Fine \$350.00
7. Section 2.8 – Cause Disturbance – Set Fine \$500.00
8. Section 2.9 – Public Drunkenness or Public Intoxication – Set Fine \$250.00
9. Section 2.10 – Damage to or destruction of public or private property – Set Fine \$250.00
10. Section 2.11 – Pedestrian and vehicular traffic interference – Set Fine \$250.00
11. Section 2.12 – Unreasonable noise, including loud music or shouting – Set Fine \$350.00
12. Section 2.13 – Unlawful open burning of fireworks – Set Fine \$500.00
13. Section 2.14 – public disturbances – Set Fine 350.00
14. Section 2.15- use of or entry upon a roof not intended for such occupancy – Set Fine \$250.00
15. Section 2.16 – no person shall allow a Nuisance Party – Set Fine \$500.00
16. Section 2.17 – Failure to Obey and Order – Set Fine \$500.00



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 96 OF 2020

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A NON-DISCLOSURE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GODERICH AND GENERAL DYNAMICS LAND SYSTEMS – CANADA

WHEREAS General Dynamics Land Systems – Canada (GDLS-C) and the Corporation of the Town of Goderich intend to exchange information regarding services related to swim testing of GDLS-C prototype vehicle;

AND WHEREAS GDLS-C wishes to protect the confidentiality of Proprietary Information disclosed to the Town of Goderich and others in furtherance of the swim testing by entering into a Non-Disclosure Agreement with the Town of Goderich;

AND WHEREAS the Non-Disclosure Agreement is attached hereto and forms part of this By-Law;

AND WHEREAS the Corporation of the Town of Goderich is agreeable to the terms of this Non-Disclosure Agreement;

NOW, THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized and instructed to sign the Non-Disclosure Agreement between the Corporation of the Town of Goderich and General Dynamics Land Systems - Canada.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF AUGUST, 2020.

MAYOR, John C. Grace

CLERK, Andrea Fisher

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement is between: **GENERAL DYNAMICS LAND SYSTEMS – CANADA CORPORATION**, incorporated pursuant to the laws of the **Province of New Brunswick**, with offices at **1991 Oxford Street, London, Ontario, N5V 2Z7**, hereinafter referred to as “**GDLS-C**” or “**Party**”, and

The Corporation of the Town of Goderich, a municipal corporation, with offices at **57 West Street, Goderich, ONTARIO, N7A 2K5, CANADA**, (hereinafter referred to as "**The Town of Goderich**" or “**Party**”);

Each Party may be separately referred to as “**Party**” and collectively referred to as “**Parties**”.

The Parties intend to exchange information regarding services related to swim testing of GDLS-C prototype vehicle (hereinafter the “**Program**”); and wish to protect the confidentiality of Proprietary Information (as herein defined) disclosed in furtherance of the Program.

NOW THEREFORE for valid consideration the sufficiency of which is attested by the Parties, the Parties agree as follows:

1. **Proprietary Information.** The term “**Proprietary Information**” includes all information, including third party information, in whatever form or medium, provided in connection with this Agreement which shall be identified as proprietary or confidential by the disclosing Party as follows:
 - (a) written documents and permanent records marked with a restrictive legend of the disclosing Party and/or third party such as "proprietary", "confidential" or the like; and
 - (b) oral or visual information that shall be identified as proprietary or confidential (or similar) at the time of disclosure and so confirmed in writing within thirty (30) days of the presentation, the disclosing Party making reasonable efforts to ensure any such writing contains a restrictive legend and a summary of the Proprietary Information delivered at the oral or visual presentation.
2. **Exceptions to Duty.** Notwithstanding the foregoing, this Agreement does not restrict disclosure or use of any information which would otherwise be considered "Proprietary Information" if the receiving Party can demonstrate:
 - (a) the information is published or generally known by the public (other than as a result of the breach of this Agreement);
 - (b) the information was known by the receiving Party at the time of disclosure as evidenced by competent proof;
 - (c) the information has become lawfully available to the receiving Party from a third party without restriction on disclosure;
 - (d) the disclosing Party approved in writing the public release by the receiving Party;
 - (e) the information was developed or discovered by the receiving Party without access to or use of any Proprietary Information provided by the disclosing Party; or
 - (f) the information was required to be released pursuant to applicable law, governmental regulation, legal order, notice, subpoena, investigative demand or similar directive provided that the receiving Party first, to the extent permitted by law, gives the

disclosing Party sufficient notice to provide it with a reasonable opportunity to seek injunctive or other similar equitable relief to prevent disclosure or to obtain a protective order to govern such disclosure.

3. **Restrictions on Export.** The Proprietary Information, in whatever form or medium disclosed, may contain technical data or articles controlled by the trade compliance laws and regulations of the United States, Canada or other jurisdictions. The Party disclosing such Proprietary Information shall notify the receiving Party of the controls applicable to the relevant Proprietary Information. The Party receiving such Proprietary Information shall not transfer any such data or articles in contravention of such laws, regulations and controls.
4. **Protection and Handling of Proprietary Information.** Each Party agrees:
 - (a) to use the other's Proprietary Information solely for the purposes of the Program;
 - (b) not to disclose or reveal to any third party, without the disclosing Party's prior written consent, any portion of the disclosing Party's Proprietary Information or any notes, summaries or other information derived from the Proprietary Information;
 - (c) to disclose Proprietary Information of the disclosing Party or portions thereof only to those employees, contract employees, elected officials, or other agents or representatives of the receiving Party who need to know such Proprietary Information for the purposes of the Program, and who are under an obligation to hold such Proprietary Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement;
 - (d) not to incorporate the other Party's Proprietary Information into new designs, inventions or patent applications, or products, whether or not in competition with the disclosing Party, without the execution of a separate license agreement, issuance of a written lease or other written agreement between the Parties; and
 - (e) not to use any portion of the disclosing Party's Proprietary Information for personal gain or to advance or support the receiving Party's other business ventures or the business ventures of others.
5. **Permissible Disclosures.**
 - (a) Notwithstanding the restrictions set forth in Section 4, The Town of Goderich may disclose GDLS-C's Proprietary Information to obtain a quote from third-party(ies) and to a subsequent subcontractor if necessary to support the Program, provided that The Town of Goderich obtains a non-disclosure agreement from each third-party with terms and conditions at least as restrictive as this Agreement. The Town of Goderich shall remain responsible for any unauthorized disclosure of such Proprietary Information. The Town of Goderich shall provide GDLS-C with copies of such non-disclosure agreements upon GDLS-C's written request.
 - (b) Notwithstanding Section 4, GDLS-C may incorporate such Proprietary Information in a proposal or other report for submittal to GDLS-C's current and prospective government customer(s) provided that the Proprietary Information is disclosed in accordance with restrictive conditions as set out in this Agreement and in accordance with the applicable government procurement regulations.

- (c) Notwithstanding the foregoing, if necessary for the Program's purposes, the receiving Party may share the disclosing Party's Proprietary Information with other entities within its corporate organization with assurances that the Proprietary Information will be protected by such receiving entity under terms at least as restrictive as this Agreement.
- (d) Notwithstanding the foregoing, nothing within this Section 5 grants permission contrary to Section 3, "Restrictions on Export".

6. **Standard of Care.** Each Party agrees to use:

- (a) at least the same degree of care in safeguarding the disclosing Party's Proprietary Information as it uses to safeguard its own similar, confidential information that it does not wish to disclose, provided such degree of care is reasonably calculated to prevent inadvertent disclosure and unauthorized use thereof; and
- (b) to notify the disclosing Party immediately upon discovery of any inadvertent disclosure or unauthorized use of Proprietary Information and to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use.

7. **Points of Contact.** Each Party shall designate in writing one or more individuals within its organization as the point of contact for Proprietary Information hereafter exchanged between the Parties. The receiving Party shall only make such number of copies of the disclosing Party's Proprietary Information as are necessary for the purposes of the Program.

For **GDLS-C:**

Name: DEREK GELINAS
Title: Area Manager - Advanced Procurement
Phone: 519-871-0437
Email: gelinasd@gdls.com

For **THE TOWN OF GODERICH:**

Name: Michaela Johnston
Title: Deputy Clerk/Health and Safety & Emergency Preparedness Coordinator
Phone: 226-963-1372
Email: mjohnston@goderich.ca

- 8. **Term and Termination.** The term of this Agreement during which Proprietary Information may be exchanged shall be for a period of five (5) years from the effective date hereof, which shall commence on the latest date by which all of the Parties hereto have executed this Agreement (the "**Term**").
- 9. **Period of Protection.** The Parties agree that their obligations to protect Proprietary Information shall remain in effect for a period of three (3) years after the termination or expiration of this Agreement.
- 10. **No License.** Nothing contained in this Agreement shall be construed as granting or conferring, by implication or otherwise, any right, title ownership, by license or otherwise, in or to either Party's trademarks, trade secrets, inventions, copyrights, patents (pending or registered), or other intellectual property or proprietary rights. All intellectual property and proprietary rights in the Proprietary Information will remain at all times the property of the disclosing Party.

11. **No Warranty or Liability.** To the extent permitted by law, the Parties make no representation, warranty or condition and accept no liability in respect of the accuracy or completeness of any or all of the Proprietary Information and shall have no liability for the receiving Party's use of the Proprietary Information or for any claims of third parties howsoever arising from the receiving Party's use or possession of any Proprietary Information or as a result of the receiving Party's reliance on any Proprietary Information as disclosed or modified by the disclosing Party. THERE ARE NO OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, WHICH ARE EXPRESSLY DISCLAIMED, EVEN IF THE DISCLOSING PARTY HAS BEEN MADE AWARE OF THE PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES EVEN IF THE DISCLOSING PARTY HAS BEEN ADVISED OF ANY SUCH INFRINGEMENT.
12. **Return or Destroy.**
- (a) Upon expiration or termination of this Agreement, each Party will, at its own expense, promptly return to the other or destroy (to the extent practicable), at the option of the disclosing Party, provided such written direction is received within sixty (60) days following such expiration or termination, all of the Proprietary Information disclosed or provided to such Party, together with all copies, reproductions, summaries, analyses or extracts thereof or based thereon (in whatever form or medium) in its possession (including any Proprietary Information in the possession of its employees, contract employees, or other agents or representatives), and will cause any other person to whom it has disclosed such Proprietary Information to do the same. Each Party, will upon request, certify in writing the return or destruction of all Proprietary Information and other such information in its possession or in the possession of any of its employees, contract employees, or its other agents or representatives, and by any such other persons who received such Proprietary Information by virtue of the Party's permitted disclosure(s).
 - (b) If, notwithstanding the efforts described in Section 12(a) above, either Party inadvertently (or otherwise by good faith omission) retains Proprietary Information, it shall make all reasonable efforts to destroy such Proprietary Information and provide written confirmation to the other Party of such destruction.
13. **Entirety.** This Agreement contains the entire agreement relative to the matters provided herein and supersedes any prior or collateral understandings between the Parties. If any provision of this Agreement is held to be invalid or unenforceable, such finding shall not affect the validity or enforceability of the remaining provisions. No modification to any provision of this Agreement shall be effective unless it is in writing and signed by all Parties. This Agreement, as long as it remains active, shall supersede The Town of Goderich's acceptance of the NDA Terms of Access into GDLS-C's Oracle iSupplier System.
14. **Relationship of Parties.** This Agreement relates to the handling and protection of Proprietary Information to facilitate discussions that may lead to a formal, written business arrangement between the Parties. This Agreement shall not be construed as a teaming, joint venture or any

other such arrangement. This Agreement shall apply in lieu of and notwithstanding any specific legends or statements associated with any particular information.

15. **Damages.** Under no circumstances shall either Party be liable to the other Party for any consequential, punitive, exemplary or other special damages arising under or related to this Agreement or the subject matter hereof.
16. **Remedies.** The Parties agree that in the event that either Party breaches any provision hereof such breach may cause the other Party irreparable harm and the innocent Party may be entitled to seek injunctive and/or other equitable relief before any court with proper jurisdiction.
17. **Governing Law & Venue.** This Agreement shall be governed by the laws of Ontario, Canada without regard to its conflict of laws principles. This Agreement and any claim, controversy, or dispute arising out of or in connection with this Agreement, shall be governed by the laws of Ontario, Canada, without regard to its conflict of laws principles. The Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement shall be litigated solely and exclusively in a court located in Ontario, Canada.
18. **Assignment.** No Party may assign any of its rights or delegate any of its obligations under this Agreement, without prior written permission of the other Party.
19. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision. No waiver of any provision constitutes a continuing waiver of that provision. No waiver is binding unless in writing and signed by the waiving Party.
20. **Notice.** Notices and written statements from one Party to the other Party shall be effective when received and may be sent by certified or registered mail (return receipt requested), or by an express-mail courier, or by e-mail or fax (with confirmation of transmission mailed to the receiving Party) to the relevant Party's contacts listed herein at the address listed on page one (or such other address as may be given by written notice to any Party from time to time).
21. **Counterparts and Copies.** The Agreement may be executed in counterparts, which, together, shall constitute a single, binding Agreement. The signature page of each Party, duly executed by an authorized representative of each such Party, may be delivered via email or facsimile transmission, which signature page shall be deemed for all purposes to be an original.

The Parties have executed this Agreement as of the date last referenced below.

GENERAL DYNAMICS LAND SYSTEMS – CANADA CORPORATION

By: _____

Name: Jennifer Wilson

Title: Manager, Advanced Procurement

Date: _____

I have the authority to bind the corporation.

THE CORPORATION OF THE TOWN OF GODERICH

By: _____

Name: John C. Grace

Title: Mayor

Date: _____

By: _____

Name: Andrea Fisher

Title: Clerk

Date: _____

We have the authority to bind the municipal corporation.



THE CORPORATION OF THE TOWN OF GODERICH

BY-LAW NO. 97 OF 2020

A BY LAW TO AUTHORIZE A SITE PLAN CONTROL AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF GODERICH AND PARRISH & HEIMBECKER LIMITED

WHEREAS the Corporation of the Town of Goderich deems it advisable and necessary to enter into a Site Plan Control Agreement with Parrish & Heimbecker Limited to permit the development of a new control room building and truck scale at Plan 457 Lots 1025,1026,1027;1031 to 1040 Part of Lots 1028 to 1030, 1041 to 1043 Part of Blocks A,B,X Office Reserve Part, Block E; Town of Goderich, County of Huron;

AND WHEREAS the proposed development is subject to Site Plan Control pursuant to Section 41 of the Planning Act, RSO 1990, and By-law #88 of 2013 of the Corporation of the Town of Goderich;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and are hereby authorized and instructed to sign the attached Site Plan Control Agreement and any other necessary documents to conclude the Site Plan Control Agreement between the Corporation of the Town of Goderich and Parrish & Heimbecker Limited.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 24th DAY OF AUGUST, 2020.

MAYOR, John C. Grace

CLERK, Andrea Fisher

Site Plan Control Agreement

THIS AGREEMENT made this 24th day of August, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF GODERICH

(Hereinafter called the “Municipality”)

- and -

Parrish & Heimbecker Limited

(Hereinafter collectively called the “Owner”)

WHEREAS subs. 41(10) of the *Planning Act* permits the registration of this Agreement against the lands to which it applies;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. Construction in Accordance with Plans and Drawings

The Owner covenants and agrees that the proposed development on Plan 457 Lots 1025,1026,1027;1031 to 1040 Part of Lots 1028 to 1030, 1041 to 1043 Part of Blocks A,B,X Office Reserve Part, Block E; Town of Goderich, County of Huron; will be located in accordance with the plans and drawings as set out in Schedule “A”. Copies of the plans and drawings are available at the Town of Goderich Municipal Offices at 57 West Street, Goderich, Ontario, N7A 2K5.

2. Conditions

The Owner covenants and agrees to satisfy each of the conditions set out in Schedule “B” to this agreement.

3. Fees and Charges

The Owner covenants and agrees to pay the Municipality the fees and charges set out in Schedule “C” to this Agreement. The Owner will be responsible for any other reasonable and foreseeable charges that may occur as a direct result of this development, provided that it shall not be responsible for any indirect claims for business disruption or loss of profits of third parties arising out of the work.

4. Security – Site Plan

In order to guarantee compliance with all conditions of site plan approval contained herein, the Owner covenants and agrees to file with the Municipality prior or upon execution of this Agreement, a letter of credit in the amount of \$ 10,000.00. The aforesaid letter of credit shall be in a form approved by the Municipality, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit. The letter of credit or other security will be released by Municipality and returned to the Owner when the building is fully completed and all the site work has been completed as per the Plans and Drawings. The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any work or matter required by any clause of this Agreement, and the Owner fails to comply, within thirty (30) days written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the subject lands and complete, modify or repair all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn. In place of a letter of credit, the Owner may deposit with the Municipality cash or certified cheque in an amount equal to the letter of credit and such deposit shall be held by the Municipality as security in accordance with this Agreement, provided that no interest shall be payable on any such deposit.

5. Minor Adjustments

Minor adjustments to the requirements and provisions of this agreement may be made subject to the approval of the Municipality provided that the spirit and intent of the agreement are maintained. Such minor adjustments shall not require an amendment to this agreement; however, the written approval of the Municipality is required before such minor adjustment can be made.

6. Notices

Any notice required to be given by either party to the other shall be mailed, delivered or sent by facsimile transmission to:

(a) the Owner at:

*ATTN: Parrish & Heimbecker Limited
Unit 2, 104 Cooper Drive
Stratford, Ontario
N1C 0A4
Phone: 519-780-4978*

(b) the Municipality at:

*ATTN: Clerk
Town of Goderich
57 West Street
Goderich, ON N7A 2K5
Phone: (519) 524 8344*

or such other address of which the parties have notified the other in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

7. Registration of Agreement

The Owner hereby consents to the registration of this Agreement, together with any schedules hereto, upon the title to the Lands. The Owner agrees to pay the Municipality as a result of the registration of any other documents pertaining to this Agreement.

The Owner agrees that it will obtain from any Lender of the Owner, which holds security registered against title to the Lands, the Lender's consent to postpone its security to this Agreement.

8. Termination of Agreement

If the development proposed by this Agreement is not commenced within one (1) year from the date of the execution of this Agreement, the Municipality may, at its sole option and on thirty (30) days notice to the Owner, declare this Agreement null and void and of no further force or effect and the Owners shall not be entitled to any refund of fees, levies or other charges by the Owner pursuant to this Agreement.

9. Enforcement

The Owner acknowledges that the Municipality, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with s. 446 of the Municipal Act, 2001.

10. Successors and Assigns

This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED	)	PARRISH & HEIMBECKER LIMITED
)	
)	
)	_____
	)	SIGNATURE
)	
	)	I have the authority to bind the
	)	corporation
)	
	)	CORPORATION OF THE TOWN
	)	OF GODERICH
)	
)	
)	_____
	)	MAYOR, JOHN C. GRACE
)	
)	
)	
)	_____
	)	CLERK, ANDREA FISHER
)	
	)	We have the authority to bind the
	)	corporation

SCHEDULE “A”

APPROVED PLANS AND DRAWINGS

The Owners agree and covenant to construct all buildings, structures, works, services and facilities required under this Agreement in accordance with the below referenced municipally-approved plans and drawings. Copies of the plans and drawings are available at the Town of Goderich Municipal Offices at 57 West Street, Goderich, Ontario, N7A 2K5.

1.1 SITE PLAN

Identified as Drawing Dwg. No. 6948: (Date: February 1, 2020, Issued for Permit February 18, 2020, Resubmit for Site Plan approval April 17, 2020,), Prepared by: Camar Mill Systems Ltd.

SCHEDULE “B”
CONDITIONS OF SITE PLAN APPROVAL

1. The Owner covenants and agrees to develop the site in accordance with the following:

- **Servicing:** The Owner shall extend services to the subject property in accordance with submitted plans to the satisfaction of the Municipality.
- **Maintenance of facilities and works:** The Owner acknowledges and agrees that its obligations hereunder to construct, install and maintain the works including the replacement or relocation or repair of any of the works which are damaged or altered in connection with the installation of any such infrastructure.
- **Utilities and Easements:**
The Owner shall obtain written confirmation from the appropriate entities that all public utilities requirements for the Lands, including but not limited to telephone, telecommunications, cable television, electric power, and gas have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost, or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities.
- **Hydro:** If required, the Owner shall enter into a separate agreement with EARTH Power to address the extension of hydro services to the subject property.
- **Surfacing:** Entrance/exit driveways, vehicle parking areas, vehicle manoeuvring and storage areas shall be surfaced with a stable dust inhibiting surface (crushed stone, concrete, asphalt pavement or similar hard surface).
- **Snow Removal:** All snow that is removed from the entrance/exit driveways, internal driveways, vehicle parking areas, and vehicle manoeuvring areas shall be stored neatly on site. Snow will not be stored on boulevards, on any abutting road allowance, or stored in a manner to prevent visibility at any entrances.
- **Lighting:** Exterior and/or outdoor lighting provided with the use of the subject property shall be located, installed and oriented to prevent glare on the adjacent properties and roadways.
- **Drainage:** Surface water shall be controlled in such a manner that ensures there is no new or additional run-off onto adjacent properties and road right of ways/ roads.
- **Landscaping:** The Owner shall complete and maintain landscaping and planting on the lands in accordance with the approved site plan to the satisfaction of the Municipality.
- **Elevation:** The Owner shall complete and maintain the elevation on the lands in accordance with the approved elevation plan to the satisfaction of the Municipality.
- **Signage:** Any proposed signage must be designed in accordance with the Municipality’s Signage By-law.
- **Parking:** Total parking to be based on the Town of Goderich Zoning By-Law.

SCHEDULE “C”
FINANCIAL PAYMENTS

The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, the following fees:

- 1. Legal Fee for the preparation of this Agreement and its Registration;
- 2. Any outstanding taxes (including arrears, interest and penalties).
- 3. Planning & Engineering Fees for the review of the Site Plan.
- 4. Security deposits required by this agreement are as follows:

<u>A) SITE SERVICE SECURITIES</u>		
<u>- 20% OF ESTIMATED COST TO CONSTRUCT</u>		
	<u>ESTIMATED</u>	
	<u>COST TO</u>	<u>SECURITIES</u>
<u>ITEM</u>	<u>CONSTRUCT</u>	<u>REQUIRED</u>
i. Water Works	\$ 19,250.00	\$ 3,850.00
ii. Sanitary Works		\$ -
iii. Storm Water Management Facility		\$ -
Subtotals	\$ 19,250.00	\$ 3,850.00
15% Engineering & Contingency Allowance		\$ 577.50
	13% HST	\$ 575.58
Total Site Service Securities Required		\$ 5,003.08

<u>B) WORK PERFORMED TOWN PROPERTY SECURITIES</u>		
<u>- 100% OF ESTIMATED COST TO CONSTRUCT</u>		
	<u>ESTIMATED</u>	
	<u>COST TO</u>	<u>SECURITIES</u>
<u>ITEM</u>	<u>CONSTRUCT</u>	<u>REQUIRED</u>
i. Sidewalks		\$ -
ii. Water Connections	\$ 2,305.00	\$ 2,305.00
iii. Sewer Connections		\$ -
Subtotals	\$ 2,305.00	\$ 2,305.00
15% Engineering & Contingency Allowance		\$ 345.75
	13% HST	\$ 2,349.95
Total Site Service Securities Required		\$ 5,000.70

<u>C) LANDSCAPING AND OTHER SECURITIES</u>		
<u>- 10% OF ESTIMATED COST TO CONSTRUCT</u>		
	<u>ESTIMATED</u>	
	<u>COST TO</u>	<u>SECURITIES</u>
<u>ITEM</u>	<u>CONSTRUCT</u>	<u>REQUIRED</u>
i. Access and Parking Lot		\$ -
ii. Landscaping		\$ -
iii. Line Painting		\$ -
iv. Sidewalks		\$ -
v. Signage		\$ -
Subtotals	\$ -	\$ -
	13% HST	\$ -
Total Landscaping Securities Required		\$ -

<u>D) TOTAL SECURITIES AND DEPOSITS</u>		
		<u>SECURITIES AND</u>
		<u>DEPOSITS</u>
<u>ITEM</u>		<u>REQUIRED</u>
i. Site Service Securities		\$ 5,003.08
ii. Work Performed on Town Property Securities		\$ 5,000.70
iii. Landscaping and Other Securities		\$ -
Total Securities and Deposits Required		\$ 5,003.08

SCHEDULE “D”
RELEASE OF SECURITIES

Securities will be released when the building is fully completed and all the site work has been completed as per the Plans and Drawings.