

RURAL MUNICIPALITY OF HAZELBROOK

Regular Council Meeting

MINUTES

Wednesday, October 16, 2019

Present:

Mayor	Brian Gallant
Councillor	Margaret Pippy
Councillor	Lisa Donovan
Councillor	Katie Matheson
Councillor	Sebastien Dubé
Councillor	Leigh Jenkins
Chief Administrative Officer	Ruth E. Copeland

Absent:

Councillor	Matt Duffy
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1. Call to Order

Mayor Gallant called the meeting to order at 7:00 p.m.

2. Declaration(s) of Conflict of Interest - None

3. Approval of Agenda

#2019-36

Moved by Councillor Pippy and Councillor Matheson

THAT the Agenda be approved with the following additions:

1. Item #9(b) – Cross Roads Rural Fire Company Board of Directors Council Representative
2. Item #9(c) – To set the Schedule of Regular Council Meetings for 2020
3. Item #9(d) – Lisa Donovan resignation from Council.

CARRIED UNANIMOUSLY

4. Adoption of Minutes

#2019-37

Moved by Councillor Jenkins and seconded by Councillor Matheson

THAT the Minutes of the Regular Meeting of Council held on June 19, 2019 be approved as presented.

CARRIED UNANIMOUSLY

5. Presentations, Delegations and Petitions - None

6. Unfinished Business/Business Arising from the Minutes

(a) Hazelbrook Signage Update

Councillor Dubé advised Council that a new 4' x 8' Hazelbrook sign is completed. The Hazelbrook sign by the Irving in Mount Albion has disappeared and the sign on the west side of Hazelbrook was repaired by Norman Pippy in June.

Mayor Gallant and Councillor Dubé will co-ordinate the installation of the new sign.

7. Correspondence (Receive and Reply)

(a) Receive for Information only – None

(b) For Council Resolution or Action

**(i) Correspondence dated July 5, 2019 from Dr. Herb Dickieson
re: Physician Recruitment and Retention Program**

#2019-38

Moved by Councillor Pippy and seconded by Councillor Donovan

Whereas, more than 13,000 Islanders have no family physician;

And Whereas, the shortage of family physicians increases wait times, delayed diagnosis and treatment with potential further patient suffering and health risk;

And Whereas, physician shortage and associated extended wait times result in a measurable loss of income and productivity adversely affecting the Island economy;

And Whereas, a recent survey by the Medical Society of Prince Edward Island indicated that 56% of practicing Island physicians are planning to reduce or leave their practice over the coming five (5) years;

And Whereas, the University of Prince Edward Island has a proven record of success in the development of the Faculties of Nursing, Engineering and the Atlantic Veterinary College.

THEREFORE BE IT RESOLVED THAT the Rural Municipality of Hazelbrook appeals to the Government of Prince Edward Island to initiate:

1. **A facilitated Physician Recruitment and Retention Program.**
2. **Immediate doubling, and later tripling of Family Physician Residency Positions; and**
3. **Planning and negotiations for a medical faculty at the University of Prince Edward Island.**

CARRIED UNANIMOUSLY

(ii) **Correspondence dated August 12, 2019 from the Minister of Agriculture and Land, Bloyce Thompson re: Agreement with the Government of Prince Edward Island for the administration and enforcement of the *Building Codes Act*.**

#2019-39

Moved by Councillor Pippy and seconded by Councillor Dubé

Whereas the Province of Prince Edward Island has given royal assent to the *Building Codes Act*, S.P.E.I. 2017, c.61 (the Act), and sections 1 and 4 of the Act have been proclaimed;

And Whereas subsection 4(2) of the Act mandates that municipalities shall be responsible for the administration and enforcement of the Act in their municipality;

And Whereas subsection 4(3) of the Act enables municipalities to enter into an agreement with the Province of Prince Edward Island that provides for the administration and enforcement of the Act in a municipality by the Minister responsible for the Act, currently the Minister of Agriculture and Land;

And Whereas the Council of the Rural Municipality of Hazelbrook requests the Province of Prince Edward Island to carry out the administration and enforcement of the Act in the Rural Municipality of Hazelbrook;

And Whereas the Province of Prince Edward Island has agreed to provide administration and enforcement services of and for the Act;

And Whereas, the Rural Municipality of Hazelbrook does not possess the necessary resources to assume responsibility for administration and enforcement of the *Building Codes Act* within the municipality;

THEREFORE BE IT RESOLVED THAT the Council of the Rural Municipality of Hazelbrook enter into an agreement (attached) providing for the administration and enforcement of this Act in the Rural Municipality of Hazelbrook by the Minister of Agriculture and Land in accordance with subsection 4(3) of the Act, on the condition, that paragraph 3 be deleted from the Agreement.

CARRIED UNANIMOUSLY

8. Reports

(a) CAO Finance Reports

- (i) CAO Finance Report – Monthly Statement for the months of June 2019, July 2019, August 2019 and September 2019**

#2019-40

Moved by Councillor Matheson and seconded by Councillor Dubé

THAT Council receive for information the Monthly Financial Statement for the months of June 2019, July 2019, August 2019 and September 2019 as presented.

CARRIED UNANIMOUSLY

- (ii) CAO Finance Report - Revenue/Expense Report @ September 30, 2019**

#2019-41

Moved by Councillor Matheson and seconded by Councillor Donovan

THAT Council receives for information the Revenue/Expense Report as of September 30, 2019 as presented.

CARRIED UNANIMOUSLY

(b) Planning & Development Committee Report

- (i) July, August & September 2019 Development Permits Issued**
- 9785 Trans Canada Highway, PID #534578 to move in a mini-home
- (ii) July, August & September 2019 Approved Subdivisions**
- no subdivision applications

9. New Business

(a) Potential Business Park Proposal

Mayor Gallant advised Council that he had been approached by 5 or 6 people interested in setting up small commercial business operations in Hazelbrook i.e. for steel roofing, storage of equipment etc. Hazelbrook as a municipality does not own any commercial land and there is limited private land zoned commercial.

Mayor Gallant advised Council that he had a meeting with Minister Steven Myers who advised that it was highly unlikely that the Department of Transportation would approve any commercial entranceway permits to access the Trans Canada Highway. The Minister enquired if Council would be interested in converting the decommissioned C & D site, which is now owned by the Province, into a business park development, subject to an environmental assessment to be conducted by the Province. Council did express concern over the close proximity of a business park adjacent to existing residential properties and suggested that another location may be more appropriate for such a development. Mayor Gallant advised Council that he would follow-up with the Minister regarding the environmental assessment.

(b) Cross Roads Rural Fire Company Board of Directors Council Representative

The Administrator advised Council that Councillor Matt Duffy was the current representative on the Cross Roads Rural Fire Company Board of Directors. Councillor Duffy advised the Administrator that he wished to step down from that position. Councillor Katie Matheson was appointed by Council as the alternate.

#2019-42

Moved by Councillor Jenkins and seconded by Councillor Dubé

***THAT* Council accepts the resignation of Councillor Duffy as the Council representative on the Cross Roads Rural Fire Company Board of Directors;**

***AND THAT* Council appoints Councillor Katie Matheson to be the new Council representative on the Cross Roads Rural Fire Company Board of Directors.**

CARRIED UNANIMOUSLY

(c) To set the Schedule of Regular Council Meeting dates for 2020

The Administrator advised Council that in order to secure booking the Battery Point Room for Council's 2020 Council meetings, Council would need to pass a resolution setting the meeting dates for 2020.

#2019-43

Moved by Councillor Pippy and seconded by Councillor Donovan

THAT Council set the following regular Council meeting dates for 2020 as follows:

Wednesday, February 19, 2020 @ 7:00 p.m., to be held in the Battery Point Room, Stratford Town Hall; Draft 2020/2021 Budget will be presented

Storm Date: Wednesday, February 20, 2020, same location

Wednesday, March 18, 2020 @ 7:00 p.m., to be held in the Battery Point Room, Stratford Town Hall; Council to approve the 2020/2021 Budget and set tax rates for 2020

Storm Date: Wednesday, March 25, 2020, same location

Wednesday, May 20, 2020 @ 7:00 p.m., to be held in the Battery Point Room, Stratford Town Hall

Wednesday, June 17, 2010 @ 7:00 p.m., to be held in the Battery Point Room, Stratford Town Hall; 2019/2020 audited Financial Statement will be presented

Wednesday, October 21, 2010 @ 7:00 p.m., to be held in the Battery Point Room, Stratford Town Hall

Wednesday, December 16, 2012 @ 7:00 p.m., (annual Christmas dinner) to be held at Phinley's Restaurant in Stratford for annual Christmas dinner

CARRIED UNANIMOUSLY

(c) Lisa Donovan resignation from Council

Councillor Lisa Donovan submitted her resignation to Council as a Councillor for the Rural Municipality of Hazelbrook effective at the close this meeting as she will no longer be a resident of the municipality.

#2019-44

Moved by Councillor Pippy and seconded by Councillor Matheson

THAT Council accept the resignation of Councillor Lisa Donovan;

AND THAT Council will set a date for the by-election to fill the vacant Councillor position at its regular Council meeting scheduled for December 18, 2019.

CARRIED UNANIMOUSLY

10. Question Period (inquiries by Members of Council) - None

11. Bylaws – None

(a) Draft Municipal Emergency Management Program By-Law #2019-01

The Administrator presented Council with a draft Municipal Emergency Management Program By-Law which is the first set step in developing a Municipal Emergency Plan. The Administrator advised Council that once the bylaw has passed, Council will need to appoint a Municipal Emergency Co-Ordinator and a Deputy Emergency Co-Ordinator and that Council should give some thought as to potential candidates for those positions. It is also recommended under the bylaw that Council establish a Municipal Emergency Management Planning Committee and a Municipal Emergency Management Standing Committee, however, given the size of the municipality, one Emergency Management Committee is likely sufficient to carry out the roles and responsibilities of both the Municipal Emergency Management Planning Committee and the Municipal Emergency Management Standing Committee.

The Administrator will bring back a re-draft of the bylaw for first reading at the December 18, 2019 regular meeting of Council.

12. Special Business (In Camera) - None

13. Adjournment

#2019-45

Moved by Councillor Matheson and seconded by Councillor Dubé

THAT the Regular Council Meeting of October 16, 2019 be adjourned @ 8:15 p.m.

CARRIED UNANIMOUSLY



Mayor – Brian Gallant



CAO – Ruth E. Copeland

**AGREEMENT FOR THE ADMINISTRATION AND ENFORCEMENT OF
THE *BUILDING CODES ACT***

(Pursuant to subsection 4(3) of the *Building Codes Act*)

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by
the Minister of Agriculture and Land,

(hereinafter referred to as "Government")

OF THE FIRST PART;

AND:

Name of Municipality

(hereinafter referred to as the "Council")

OF THE SECOND PART.

WHEREAS the *Building Codes Act*, S.P.E.I. 2017, c. 61 (herein "the Act") received royal assent on May 12, 2017 and on September 29, 2018 sections 1 and 4 of the Act were proclaimed (Executive Council Decision D2018-268);

AND WHEREAS pursuant to subsection 4(2) of the Act, Council will be responsible for the administration and enforcement of the Act in its municipality;

AND WHEREAS pursuant to subsection 4(3) of the Act, Council and the Minister may enter into an agreement providing for the administration and enforcement of the Act in the municipality by the Minister;

AND WHEREAS Council wishes to engage the services of Government to carry out the administration and enforcement of the Act;

AND WHEREAS Government has agreed to provide Council with these services on certain terms and conditions;

NOW THEREFORE the Parties agree that the terms and conditions of their relationship are as follows:

1. Government shall perform the services, assume all those responsibilities and diligently execute the duties required to administer and enforce the Act.
2. (a) This Agreement shall begin on the later of January 1, 2020 or the date the Act, in

its entirety, is proclaimed (the "Effective Date").

- (b) Council or Government may terminate this Agreement in its entirety at any time by a notice in writing, signed by or on behalf of the terminating Party, either delivered to or mailed to the other Party's address at the last-known place of business. This Agreement shall be determined to have ended six months after the date of delivery, sending by electronic communications or mailing of such notice.
 - (c) It is acknowledged by both Parties that Government will collect and retain all fees associated with issuing a permit, and will not charge or seek additional reimbursement from Council in any way.
 - (d) Government will not issue a Building Permit on behalf of Council until a development permit, as same is defined under either the *Planning Act* R.S.P.E.I. 1988, Cap. P-8 or the Bylaws of the municipality as applicable, has been issued.
 - (e) Council and Government are to share all appropriate information, knowledge or data required, in order for this Agreement to be fulfilled. Any and all information made available as a result of this Agreement shall be treated as confidential, unless the information, knowledge or data is generally available to the public.
3. Each Party agrees to indemnify and hold harmless the other, as well as its agents, representatives and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from this Agreement (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the indemnifying Party or anyone directly or indirectly employed by the indemnifying Party or anyone for whom the indemnifying Party may be liable.
4. (a) Council acknowledges that this Agreement, and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. Council may be consulted prior to release of any information.
- (b) Council acknowledges and agrees that, in the event this Agreement involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.
5. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
6. Council warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter.

Council shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by Council of an actual or potential conflict of interest, Government, in its sole discretion, may either:

- (a) allow Council to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) terminate the Agreement in accordance with the Termination section of this Agreement.
7. This Agreement constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
 8. This Agreement may be assigned or subcontracted in whole or in part by the Government.
 9. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
 10. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
 12. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.
 13. All correspondence to Government with respect to this Agreement is to be forwarded to:

Chief Building Standards Officer
31 Gordon Drive
PO Box 2000, Charlottetown
Prince Edward Island
Canada C1A 7N8

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED
in the presence of:

) Government of Prince Edward Island,
) as represented by the Minister of
) Agriculture and Land
)

) _____ Date

SIGNED, SEALED & DELIVERED
in the presence of:

) Mayor of Municipality
)

) _____ Date

SIGNED, SEALED & DELIVERED
in the presence of:

) Chief Administrative Officer of Municipality
)
)

) _____ Date